

Memorandum of Incorporation

of

EBOTSE GOLF & COUNTRY ESTATE HOME OWNERS ASSOCIATION

Registration No. 2005/001710/08



1. **Adoption of this Memorandum of Incorporation**

1.1 The company resolved by a special resolution of the members passed on the 23rd of August 2017 to amend its Articles of Incorporation by replacing the document in its entirety with this Memorandum of Incorporation.

1.2 This Memorandum of Incorporation is a form unique to the company, as contemplated in section 13(1) (a) (ii) of the Companies Act.

2. **Incorporation and nature of the company**

2.1 The company is a non-profit company as defined in the Companies Act.

2.2 The company is also a "pre-existing company" as defined in paragraph (a)(i) of the definition of "company" in section 1 of the Companies Act. As such, the company continues to exist as a non-profit company as if it had been incorporated and registered in terms of the Companies Act (as provided for in item 2 of Schedule 5 to that Act).

2.3 The company is incorporated in accordance with and governed by -

2.3.1 The unalterable provisions of the Companies Act, subject to any higher standards, greater restrictions, longer periods of time or more onerous requirements set out in this Memorandum of Incorporation; and

2.3.2 The alterable provisions of the Companies Act, subject to any negation, restriction, limitation, qualification, extension or other alteration contemplated in an alterable provision and noted in this Memorandum of Incorporation; and

2.3.3 The provisions of this Memorandum of Incorporation.

3. **Definitions**

3.1 In the Memorandum of Incorporation -

3.1.1 A reference to a section by number refers to the corresponding section of the Companies Act; and

3.1.2 Words that are defined in the Companies Act bear the same meaning in this Memorandum.

3.2 In this Memorandum of Incorporation, unless the context indicates otherwise,

3.2.1 "**the Act**" means the Companies Act 71 of 2008;

3.2.2 "**auditor**" means the auditors of the company;

3.2.3 "**architectural guidelines**" means the architectural guidelines prescribed by the HOA as amended from time to time by the board of directors;

3.2.4 "**architect**" means an accredited architect or designer approved by the board of directors as entitled to design buildings on the estate;

3.2.5 "**builder**" means an accredited builder approved by the building committee as entitled to construct buildings on the estate



- 3.2.6 "**building rules**" means the rules in relation to and applicable on all building works and building activities on the estate prescribed by the HOA as amended from time to time by the board of directors;
- 3.2.7 "**building committee**" means the committee appointed by the board of directors;
- 3.2.8 "**chairperson**" means the chairperson of the board of directors;
- 3.2.9 "**chief executive officer**" means any person appointed by the board of directors as an employee to undertake the management of the estate and the affairs of the company, and designated as chief executive officer;
- 3.2.10 "**the common property**" means all erven owned by the company;
- 3.2.11 "**the company**" means Ebotse Golf & Country Estate Home Owners Association NPC, Registration No. 2005/001710/08;
- 3.2.12 "**dwelling**" means a self-contained, inter-leading group of rooms for a single family, with no more than one kitchen as provided for in the town planning scheme;
- 3.2.13 "**the estate**" means all the townships comprising Ebotse Golf & Country Estate which includes all the amenities built or to be built on the estate;
- 3.2.14 "**Ebotse Golf & Country Estate Golf Club**" means the Ebotse Links which operates from the golf course on the estate;
- 3.2.15 "**financial year**" means the financial year of the company which shall run from the first day of March in any year to the last day in February in the subsequent year;
- 3.2.16 "**house rules**" means the rules contemplated in article 63.
- 3.2.17 "**member**" means a member of the company in terms of article 7;
- 3.2.18 "**municipality**" means the Ekurhuleni Metropolitan Municipality;
- 3.2.19 "**the office**" means the registered office of the company;
- 3.2.20 "**the roads**" means the roads which have been constructed on the estate;
- 3.2.21 "**sectional title unit**" means a sectional title unit as defined in terms of the Sectional Titles Act No. 95 of 1986, as amended;
- 3.2.22 "**town planning scheme**" means the Ebotse' Golf & Country Estate Town Planning Scheme;
- 3.2.23 "**unit**" means an erf in the estate together with all improvements or a sectional title unit;
- 3.2.24 "**VAT**" means value added tax at the ruling rate as defined in the Value Added Tax Act (No. 89 of 1991); and
- 3.2.25 "**vice-chairperson**" means the vice-chairperson of the board of directors.



3.2.26 "in writing" means written, printed or lithographed or partly one and partly another and other modes of representing or producing word in a visible form;

3.2.27 Unless the context otherwise requires:

3.2.27.1 Words importing the singular number shall also include the plural number, and *vice versa* and words importing any singular number shall include the plural number, and *vice versa*; and

3.2.27.2 words importing any one gender shall include the other two genders; and

3.2.27.3 words importing natural persons, shall include juristic persons, corporate entities and bodies corporate; and

3.2.27.4 subject to the aforesaid, any words or expressions defined in the Act or any statutory modifications thereof in force at the date on which these presents become binding on the association shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

3.2.28 Whenever a number of days are prescribed in this Memorandum of Incorporation, the number of days must be calculated -

3.2.28.1 by excluding the first day and including the last day; and

3.2.28.2 so as to include Saturdays, Sundays and public holidays unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next ensuing day which is not a Saturday, Sunday or public holiday.

4 MAIN BUSINESS AND OBJECTIVES

4.1 The main business of the Company is –

4.1.1 to maintain the common property;

4.1.2 to provide and maintain civil and electrical services (including streets, water, sewerage and storm water reticulation networks) which serve the erven and/or units situated in the Ebotse Golf & Country Estate, insofar as the local authority, for whichever reason, may not be liable for or obliged to provide and maintain such services;

4.1.3 controlling the aesthetic appearance of improvements within Ebotse Golf & Country Estate;

4.1.4 providing and paying for measures to ensure the security, access to and safety of Ebotse Golf & Country Estate, including the streets and all persons in Ebotse Golf & Country Estate;

4.1.5 to operate and manage the golf course and golf club and its amenities which include the club house, pro-shop, restaurant, bar and function facility; and

4.1.6 any and all business ancillary and/or necessary in respect of the above business.

4.2 The main objective(s) of the Company is to promote the group interests of the Members by –

4.2.1 maintaining the common property;

4.2.2 controlling the aesthetic appearance of improvements within Ebotse Golf & Country Estate;

4.2.3 making, amending, repealing and/or enforcing rules and regulations for Ebotse Golf & Country Estate;

4.2.4 preserving and enhancing the security, aesthetics, common property and the environment for the common good of Ebotse Golf & Country Estate;

4.2.5 protecting the financial interests of the Members in Ebotse Golf & Country Estate;



- 4.2.6 providing and maintaining all civil and electrical services (including streets, water, sewerage and storm water reticulation networks) which serve the erven and units within Ebotse Golf & Country Estate, insofar as the local authority, for whichever reason, may not be liable for or obliged to provide and maintain such services; and
- 4.2.7 providing and paying for measures to ensure the security, access to and safety of Ebotse Golf & Country Estate and all persons therein.

5. **Powers of the company**

In terms of section 19(1)(b) of the Companies Act a company has all the legal powers and capacity of an individual (except to the extent that a juristic person is incapable of exercising these powers and having these capacities) and except to the extent that a company's Memorandum of Incorporation provides otherwise. This company's legal powers and capacity are not subject to any restrictions, limitations or qualifications as contemplated in section 19(1)(b), provided that this company must restrict itself to the main object set out in article 4.

6. **Alterations to this Memorandum of Incorporation**

- 6.1 This Memorandum of Incorporation may be amended only by a special resolution adopted by the members or in terms of a court order.
- 6.2 No provision of this Memorandum of Incorporation requires that the amendment of a provision of this Memorandum is subject to any special requirements (i.e. requirements in addition to the requirements for amending a Memorandum as set out in section 16 of the Companies Act). Nor does any provision of this Memorandum of incorporation prohibit the amendment of a provision of this Memorandum.
- 6.3 Amendments to this Memorandum of Incorporation may be proposed by -
 - 6.3.1 The Board of Directors; or
 - 6.3.2 Members entitled to exercise at least 10% of the voting rights on the resolution (see section 16 of the Act).
- 6.4 The board shall nevertheless have the power to alter this Memorandum of Incorporation to the extent necessary to correct patent errors in spelling, punctuation, reference, grammar or similar defects as envisaged in section 17(1) of the Companies Act. A Notice of such alteration must be published by-
 - 6.4.1 delivering a copy of the notice of alteration to each member by ordinary mail; or
 - 6.4.2 delivering a copy of the notice of alteration to each member by e-mail (provided that a member shall be deemed to have received a copy of the rules if sent to his or her last known e-mail address).

7. **Membership**

- 7.1 Membership of the company shall be limited to any person who is in terms of the Deeds Registries Act (and if applicable the Sectional Titles Act) reflected in the Deeds Office concerned as the registered owner of any land or unit in the estate.
 - 7.2.1 Where any unit is owned by more than one person, all the registered owners of that unit shall together be deemed to be one member of the company and have the rights and obligations of one member of the company provided, however, that all co-owners of any unit shall be jointly and severally liable for the due performance of any obligation to the company.



7.2.2 The co-owners must -

7.2.2.1 Elect one of the co-owners as the contact person for the unit; and

7.2.2.2 Notify the company of the name and address of the contact person.

7.2.3 Any notices served by the company on the contact person shall be deemed to be served upon all the co-owners.

7.2.4 If the co-owners fail to elect a contact person, or to notify the company of the contact person's details, then service of notices by the company may be upon any one of the co-owners and this shall be deemed to be served upon all the co-owners.

7.3 When a member becomes a registered owner of a unit, he shall *ipso facto* become a member of the company, and when he ceases to be the owner of any unit, he shall *ipso facto*, cease to be a member of the company.

7.4 A registered owner of a unit may not resign as a member of the company.

8. **Member's rights and obligations**

8.1 The rights and obligations of a member are not transferable, but may be ceded as security for a mortgage loan on that member's unit.

8.2 The member shall at all times further the objectives and interests of the company to the best of his ability and shall observe all the rules made by the company and the directors and comply with the Architectural Guidelines.

8.3 A member who is in default of his obligation to pay any levies, special levies, VAT, interest, legal fees or any other sums due to the company, or who is in breach of any rule of the company or of this Memorandum of Incorporation -

8.3.1 Shall not be entitled to attend, speak or vote at any meeting of the company, or to hold office as director; and

8.3.2 Shall not be entitled to use the club house, the club house facilities, or any other recreational facilities on the estate (the member's guests, tenants and family members shall, likewise, be precluded from using these facilities).

8.4 Where a member has leased out his unit, the tenant (and the tenant's guests, family members and invitees) shall ensure that the tenant (and the tenant's guests, family members and invitees) observe all rules and regulations made by the company's directors.

9. **Termination of membership**

9.1 A member remains a member for as long as he is the registered owner of a unit and may not resign or otherwise terminate membership.

9.2 A member does not have any claim to the funds or other property of the company when he ceases to be a member of the company. Nor shall any member's executors, curators, directors or liquidators have such a claim.



- 9.3 The company may claim from any member or his estate any arrear levies, special levies, VAT, interest, legal fees or other sums due by him to the company at the time of his ceasing to be a member.
- 9.4 Levies, special levies, VAT, interest, legal fees and any other sums due by a member shall not be repayable by the company to the member upon his ceasing to be a member.
- 9.5 A member's successor in title to a unit shall be liable to pay the levies, special levies, VAT, interest, legal fees or any other sums attributable to that unit as from the date upon which he becomes a member pursuant to the transfer of that unit.

10. **Sale and transfer of units**

- 10.1 A member shall not sell or otherwise agree to alienate a unit (or an undivided share in a unit) unless it is a condition of the agreement of sale that;
- 10.1.1 The purchaser is obliged, to the satisfaction of the company, as a contract for the benefit of the company, to become a member of the company upon registration of transfer of the unit to him; and
- 10.1.2 Registration of transfer of that unit into the name of the purchaser will automatically constitute the buyer as a member of the company.
- 10.2 No member shall transfer a unit of which he is the registered owner unless the company has certified in writing that -
- 10.2.1 All levy contributions and other amounts owing by the member to the company have been paid prior to the transfer or that prior provision has been made to the satisfaction of the directors for payment at registration;
- 10.2.2 the purchaser's contribution to the buy-in-levies (mentioned in article 50) has been paid or that prior provision has been made to the satisfaction of the directors for payment on registration;
- 10.2.3 The proposed transferee has agreed in writing, to the satisfaction of the company, to become a member of the company; and
- 10.2.4 The purchaser has notified the company in writing of his or her address and contact details.
- 10.3 The company shall be entitled to charge a reasonable administrative fee for its effort and cost providing a certificate in terms of this clause.

11. **Venue of members' meetings**

The authority of the company's board of directors to determine the location of any members' meetings, as set out in section 61(9) of the Companies Act, is limited or restricted as follows: members' meetings of this company must be held within the estate or within a 10 kilometre radius of the estate.

12. **General Meetings**

12.1 Annual General Meeting

The board of directors shall annually call a general meeting of members to be held within not more than 180 (One Hundred and Eighty) days after the end of each ensuing financial year.



12.2 Such annual general meeting shall be held at such time and place as the directors shall decide from time to time.

12.2.1 A general meeting of members may be called at any time upon the authority of the board of directors.

12.2.2 The board of directors shall call a general meeting of members upon written requisition therefore, signed by 10% of members, entitled to vote and specifying the general nature of the business to be considered and in the case of a special resolution, the terms and effect of the resolution and the reasons for it.

13. **Notices of Meetings**

An annual general meeting or a meeting called for the passing of a special resolution, shall be called by at least 21 (twenty one) days' notice in writing, and an extraordinary general meeting, other than one called for the passing of a special resolution, shall be called for by at least 14 (fourteen) days' notice in writing. In each case the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting, and in the case of special business, in addition to any other requirements contained in these presents, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such manner, if any, as may be prescribed by the directors to such persons as are under these presents entitled to receive such notices from the company; provided that a general meeting (other than the annual general meeting) of the company shall notwithstanding that it is called by shorter notice than specified in these presents be deemed to have been duly called if it is so agreed.

14. **Quorum General Meeting**

14.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. 25% of members personally present or by proxy shall form a quorum.

14.2 If within an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time or at such other place as the chairperson of the meeting shall appoint, and if at an adjourned meeting a quorum is not present within an hour from the time appointed for holding the meeting, the members present shall be quorum.

15. **Agenda at annual general meetings**

The following matters shall be dealt with at every annual general meeting:

15.1 The consideration of the chairperson's report (or, should the chairperson so direct, the report of the managing agent);

15.2 The election of directors;

15.3 The consideration of any resolutions proposed for adoption by such meeting (including special resolutions), and the voting upon any such resolutions;

15.4 The consideration of the audited annual financial statements of the company for the financial year of the company preceding the date of such meeting.

15.5 The consideration of the report of the auditors.



15.6 The noting of the levy and budget for the financial year during which such annual general meeting takes place; and

15.7 The appointment of auditors and fixing of their remuneration.

16. **Adjournment of meetings**

The chairperson may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn a meeting from time to time and place to place but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjournment meeting.

17. **Procedure for proposing resolutions**

No member shall propose a resolution for voting on at an annual general meeting or other general meeting, unless written notice of the proposed resolution or matter has been given to the company at least 48 hours before the meeting concerned.

18. **Proxies**

18.1 A member may be represented at an annual general meeting or extraordinary general meeting by proxy who need not be a member of the company.

18.2 The instrument appointing a proxy must be in writing, dated and signed by the member or his duly authorised agent, but need not be in any particular form. A proxy appointment remains valid for a period of one year from the date on which it was signed, unless it is revoked in writing or substituted by a later inconsistent appointment and a copy of the revocation instrument is delivered to the company.

18.3 Where a unit is owned by more than one registered owner, the proxy instrument must be signed by a majority of these owners. Where a unit is owned by a company, the proxy must be signed by a director of the company or by its secretary, and where a unit is owned by an association of persons, the proxy must be signed by a duly authorised representative of the association.

18.4 The right of a member of the company to appoint two or more persons concurrently as proxies, as set out in section 58(3)(a) of the Companies Act, is excluded.

18.5 The right of a member of the company to appoint more than one proxy to exercise voting rights attached to different securities, as set out in section 58(3)(a), is excluded.

18.6 The authority of a member's proxy to delegate the proxy's powers to another person subject to any restriction contained in the instrument appointing the proxy, as set out in section 58(3)(b) of the Companies Act, is excluded.

18.7 The authority of a member's proxy to exercise, or abstain from exercising, any voting right of the member without direction from the member (except to the extent that the instrument appointing the proxy provides otherwise), as set out in section 58(7) of the Companies Act, is not limited or restricted by this Memorandum of Incorporation.



19. **Member's voting**

19.1 Each voting member of the company, present at every annual general meeting or extraordinary general meeting in person or by proxy, shall have one vote for each unit registered in his or her name.

19.2 The following restrictions apply to voting:

19.2.1 A member who is in arrears with levies or any other sum owed to the company, as at the record date, may not vote, in person or by proxy, at any general meeting; and

19.2.2 If a unit is registered in the name of more than one person then all such co-owners shall jointly have one vote.

19.2.3 A proposal or resolution proposed at the meeting, if not seconded, shall be deemed not to have been proposed.

19.3 At any meeting of the company a resolution put to the vote shall be decided on a show of hands, unless -

19.3.1 The chairperson of the meeting directs otherwise; or

19.3.2 A member demands a poll.

19.4 If voting is decided on a show of hands, then a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or defeated, and an entry in the minutes of the meeting recording this fact, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour or against the resolution.

19.5 A demand for a poll may be withdrawn.

19.6 If voting is to be decided by a poll, then voting shall be by way of a secret poll taken during the course of the meeting or alternatively in such other manner as the chairperson of the meeting may direct.

19.7 Voting on the election of a chairperson of a general meeting (if necessary) or on any question of adjournment, shall be decided on a show of hands by a majority of the members present in person or by proxy and entitled to vote.

19.8 The chairperson shall not have a second or casting vote at a general meeting.

20. **Members' resolutions**

20.1 For an ordinary resolution to be adopted at a members' meeting of this company, it must be supported by the holders of more than 50% of the voting rights exercised on the resolution at the meeting.

20.2 For a special resolution to be adopted at a member's meeting of this company, it must be supported by at least 75% of the voting rights exercised on the resolution at a members' meeting.

20.3 Every resolution and every amended resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not so seconded, shall be deemed not to have been proposed.



- 20.4 An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all votes cast. In the case of equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.
- 20.5 Unless any member present in person or by proxy at a general meeting shall, before the closure of the meeting, have objected to any declaration made by the chairperson of the meeting as to the result of any voting at the meeting, whether by show of hands or otherwise, or to the propriety or validity of the procedure at such meeting, such declaration by the chairperson shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted and an entry in the minutes to the effect that any motion has been carried or defeated, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the votes so recorded.

21. **Round robin resolutions: members**

Section 60 of the Companies Act provides that, except to the extent that a company's Memorandum of Incorporation provides otherwise a resolution may be voted on in writing (without a meeting being held) and will be adopted if it is supported by persons entitled to exercise sufficient voting rights for it to have been adopted as an ordinary or special resolution, as the case may be, at a properly constituted members meeting. Any business required to be conducted at the company's annual general meeting may not be conducted in this manner.

22. **Members' right to information**

Section 26(1) of the Companies Act gives every person who has a beneficial interest in a company's securities the right of access to the following information and documents: the company's Memorandum of Incorporation; any amendments to the Memorandum of Incorporation; the company's rules; certain records relating to directors; reports to annual meetings; the annual financial statements; notices and minutes of annual meetings and other member's meetings and the members' register.

23. **Record date for exercise of member rights**

If at any time the company's board of directors fails to determine a record date, as contemplated in section 59(3) of the Companies Act, the record date for the relevant matter is as determined in accordance with section 59(3) of the Companies Act, namely -

- 23.1 In the case of a meeting, the latest date by which the company is required to give members notice of that meeting; and
- 23.2 In any other case, the date of the action or event.

24. **Composition of the Board of Directors**

- 24.1 The board of directors shall consist of not less than 5 and not more than 10 directors;
- 24.2 The board of directors shall subject to 24.1 above, from time to time determine the number of directors to serve as such on the board;
- 24.3 Save as set out in article 29 below, each director shall continue to hold office as such from the date of his commencement to office until the next annual general meeting following his said appointment in which meeting each director shall be deemed to have retired from office as such but will be eligible for re-election to the board of directors at such meeting.



25. **Vacancy on the Board**

Upon any vacancy occurring on the Board of Directors prior to the next annual general meeting, the vacancy in question may be filled by a person appointed by the remaining directors concerned and ratified at the following annual general meeting.

26. **Election of Directors**

26.1 Where a director is required to be elected, the election must be conducted as a series of votes, with each vote being on the candidacy of a single individual to fill a single vacancy, with the series of the votes continuing until all vacancies on the board have been filled.

26.2 Each vote may be exercised once and the vacancy is filled only if a majority of voting rights exercised support to the candidate.

27. **Co-opting of directors onto the board**

The board of directors may appoint a qualified person to fill any vacancy on the board on a temporary basis until the next general meeting, as contemplated in section 68(3) of the Companies Act.

28. **Qualification to act as a director**

A director must be an individual, but need not himself be a member of the company.

29. **Vacation of office as director**

A director shall be deemed to have vacated his office if -

29.1 He commits an act of insolvency;

29.2 His estate is sequestrated;

29.3 He is convicted for any offence involving dishonesty;

29.4 He becomes of unsound mind or is found to be lunatic;

29.5 He resigns from office in writing; or

29.6 He dies.

30. **None performance by Board Members**

He is removed from office in terms of the Companies Act.

31. **Electronic participation in directors' meetings**

The authority of the directors to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 73(3), is not limited or restricted by this Memorandum of Incorporation.



32. Notice of directors' meetings

- 32.1 The board of directors may determine the form in which notice of its meetings is given, as well as the time for giving notice.
- 32.2 The authority of this company's board of directors to proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73(5)(a) of the Companies Act, is not limited or restricted by this Memorandum of Incorporation.

33. Directors' rights to requisition a meeting

The chairperson of the board of directors of the company must call a directors' meeting if a demand is made by two or more directors.

34. Quorum for directors' meetings

A directors' meeting may not begin unless a quorum is present. A majority of directors must be present in order to constitute a quorum.

35. Voting at directors' meetings

- 35.1 Each director of a company has one vote on a matter before the board of directors.
- 35.2 A resolution is approved if it is supported by a majority of the votes cast at a directors' meeting.
- 35.3 The chairperson of the board of directors has a second or casting vote at directors' meetings in the event of a deadlock in voting by the directors.

36. Round robin resolutions: directors

Section 74 of the Companies Act provides that, except to the extent that a company's Memorandum of Incorporation provides otherwise, a decision of the board of directors of a company may be adopted by written consent of a majority of the directors (without a meeting being held) if each director has received notice of the matter to be decided. The authority of this company's board of directors to consider a matter other than at a meeting, as set out in section 74, is not limited or restricted by this Memorandum of Incorporation.

37. Appointment of chairperson and vice-chairperson

- 37.1 The directors shall at the first meeting, which is to be held within 10 days after each annual general meeting, appoint from their number a chairperson and vice-chairperson.
- 37.2 The chairperson shall also preside at all general meetings and, in the event of the chairperson not being present within 5 (five) minutes of the scheduled time for the start of the meeting or in the event of the chairperson's inability or unwillingness to act, the vice-chairperson shall act in his/her stead, or failing the vice-chairperson, a chairperson appointed for the meeting by the members at that meeting.

38. Directors expenses

A director shall be entitled to be repaid all reasonable and genuine expenses incurred by him or her in or about the performance of his or her duties as director, chairperson or vice-chairperson.



39. Control of meetings

- 39.1 The chairperson presides at all meetings of the board of directors, and all general meetings of members, and shall perform all duties incidental to the office of chairperson and such other duties as may be prescribed by the board of directors.
- 39.2 If at any meeting of the directors the chairperson is not present within 5 minutes after the time appointed for the start of the meeting, then the vice chairperson shall act as chairperson of that meeting and shall exercise all the powers and duties of the chairperson in relation to that meeting. If the vice chairperson is also not present within 5 minutes after the time appointed for the start of the meeting, then those directors present shall appoint a chairperson for the meeting, who shall also exercise all the powers and duties of the chairperson in relation to that meeting.

40. Proceedings at meetings of directors

- 40.1 The directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to any provisions of this Memorandum of Incorporation.
- 40.2 Meetings of the directors shall be held at least once every quarter (but this will not be necessary if all the directors waive this requirement in writing in respect of a particular quarter).
- 40.3 Minutes must be taken of every director's meeting, although not necessarily verbatim minutes. The minutes must be reduced to writing and shall then be certified correct by the chairperson of the next meeting. All minutes of directors' meetings shall, after certification, be placed in a directors' minute book to be kept in accordance with the requirements of the Companies Act. The directors' minute book shall be open for inspection at all reasonable times by a director, the auditors, and the chief executive officer.
- 40.4 All competent resolutions recorded in the minutes of any directors' meeting shall be valid and of full force and effect, with effect from the passing of such resolutions, and until varied or rescinded.
- 40.5 Except to the extent set out in this Memorandum of Incorporation, the proceedings at any directors' meeting shall be conducted in such reasonable manner and form, as the chairperson of the meeting shall decide.
- 40.6 A resolution signed by all the directors shall be valid in all respects as if it had been duly passed at a meeting of the board of directors.

41. Functions and powers of the Board of Directors

- 41.1 The authority of the board of directors to manage and direct the business and affairs of the company, as set out in section 66(1) of the Companies Act, is not limited or restricted by this Memorandum of Incorporation.
- 41.2 Without limiting the generality of article 41.1 the directors may in their discretion, from time to time, for the purposes of the company borrow or raise such sum or sums of money from members of the company or from such other source as the directors may decide.
- 41.3 If at any time this company has only one director, the authority of that director to exercise any power or perform any function of the board of directors without notice or compliance with any other internal formalities, as set out in that section 57(3), is excluded.



41.4 The directors shall ensure that the company complies with the Environmental Management Plan forming part of the revised scoping report for the estate, dated May 2004, and approved by the Department of Agriculture, Conservation and Environment in their record of decision dated 23 September 2004.

42. **Professional advisors**

The directors have the right to engage, on behalf of the company, the services of accountants, auditors, attorneys, advocates, architects, engineers, any other professional person or firm and/or any other employees whatsoever for any reason deemed necessary by the directors and on such terms as the directors shall decide, subject to any of the provisions of this Memorandum of Incorporation.

43. **Indemnification of directors and officers**

43.1 The authority of this company to advance expenses to a director or officer of the company to defend legal proceedings arising out of his service to the company, as set out in section 78(4) of the Companies Act, is limited, restricted or extended only to the following extent; if the director or officer is found to be liable for a breach of common law or statutory duty or is found guilty of a criminal offence, then the director or officer shall reimburse the company for these expenses within 30 days of the finding (regardless of whether or not the director or office appeals the finding and provided that, if the finding is overturned on appeal, then the company shall reimburse the director of officer for expenses incurred in the initial proceedings and in the appeal).

43.2 The company must indemnify a director or officer, as set out in section 78(5) of the Companies Act, for expenses incurred in defending legal proceedings arising out of his service to the company if the legal proceedings are abandoned or the director or officer is not to be liable (a company may not indemnify a director or officer for wilful misconduct, wilful breach of trust or for liability arising in terms of sections 77(3)(a), (b) and (c) of the Companies Act).

43.3 The company must purchase insurance to protect the company, a director or an officer against any liability or expenses for which the company is permitted to indemnify the director or officer, as set out in section 78(7) of the Companies Act.

44. **Variation of decisions**

The board of directors shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.

45. **Appointment and authority of committees**

45.1 The company's board of directors may appoint committees of directors and delegate to any such committee any of the authority of the board (as set out in section 72(1) of the Companies Act) including a managing agent for the estate, as they may deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, with further power to vary or revoke such appointments and delegations as the directors may from time to time deem necessary.

45.2 The directors shall appoint an architectural review committee which shall consist of:

45.2.1 a practising professional architect duly qualified to practise as such on his own account in the Republic of South Africa, should the directors regard this as necessary;



- 45.2.2 1 (one) director;
- 45.2.3 such other members as the directors may determine from time to time.
- 45.3 Members of the architectural review committee shall not necessarily be required to be members of the association.
- 45.4 All plans for all buildings, outbuildings, structures, additions and alterations to be submitted in terms of article 63.1 below shall be submitted by the directors to the architectural review committee and the Directors shall not approve any plan in terms of article 63.1 below unless such plan shall first have been approved by the architectural review committee. No plans will be approved unless they comply with the site development plan approved by the Ekurhuleni Metropolitan Municipality in respect of the total development of the estate and the rules and architectural guidelines. The Directors may, if they deem fit, delegate to the architectural review committee their functions and powers in terms of article 63.1
- 45.5 The authority of a committee appointed by this company's board of directors to consult with or receive advice from any person, and to exercise the full authority of the board on matters referred to it, as set out in section 72(2)(b) and (c) of the Companies Act, is not limited or restricted by this Memorandum of Incorporation.
- 46. The Links Golf Club and Composition of committees**
- 46.1 The company is the registered owner of the golf course and club house. The obligation to manage, conduct and regulate the golf and related activities vest in the company. The company has established The Links Golf Club to exercise the above responsibilities and functions under the auspices and control of the company. The powers vested in the board of directors in terms of this memorandum of incorporation apply *mutatis mutandis* to the control and management of the Golf Club.
- 46.2 The authority of the company's board of directors to include in any committee persons who are not directors, as set out in section 72(2)(a), is not limited or restricted by this Memorandum of Incorporation.
- 47. Finance committee**
- There shall be established a finance committee, which shall consist of –
- 47.1 The board's treasurer
- 47.2 Two persons appointed by the board of directors; and
- 47.3 The estate Manager.
- 48. Budget**
- 48.1 The finance committee must prepare a budget to meet the expenses of the company during each financial year. The budget must -
- 48.1.1 Specify any estimated deficiency which will result from the preceding financial year; and
- 48.1.2 Include an amount to be held in reserve to meet anticipated future expenditure not of an annual nature.



- 48.2 The budget must be prepared and made available to the members for perusal at the Home Owners Association's offices not less than 60 (sixty) days after the end of each financial year (or as soon as reasonably possible thereafter). The budget must be accompanied by a notice specifying the levy payable by each member as a contribution to the expenses and reserve fund.
- 48.3 If the finance committee fails for any reason to prepare the budget or to notify members of the levies, then every member shall (until the budget and levy notice has been issued) continue to pay the levy imposed in the previous financial year as an interim measure.
49. **Levies**
- 49.1 The finance committee shall, from time to time, but at least annually establish and maintain a levy fund for the purpose of meeting all the expenses which the company has incurred, or which the directors reasonably anticipate the company will incur (which may include a reasonable provision for contingencies) for the ensuing financial year, in the furtherance of the company's objectives.
- 49.2 The directors may from time to time impose levies upon the members in respect of each unit owned by such member for the purpose of meeting all the expenses which the association has incurred, or to which the directors reasonably anticipate the association will be put in the attainment of its objectives or the pursuit of its business and without derogating from the generality hereof, with specific reference to the development and maintenance of the communal internal services.
- 49.3 The directors shall not less than 60 (sixty) days after the end of each financial year, or so soon thereafter as reasonably possible, prepare an estimate in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The directors may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 49.4 Each notice to each member shall specify the contribution payable by that member to such expense and reserve fund.
- 49.5 Every levy shall be payable in equal monthly instalments, due in advance on the first day of each and every month of each financial year.
- 49.6 In the event of the directors for any reason whatsoever failing to prepare and serve the estimate referred to in article 48.2 above timeously, every member shall after such service pay such levy as may be specified in the notice referred to in article 48.2.
- 49.7 The directors may from time to time impose special levies upon the members in respect of each unit owned by such member in respect of all such expenses as are mentioned in article 48.1 which were not included in any estimate made in terms of article 48.2, and may in imposing such levies further determine the terms of payment thereof.
- 49.8 The directors shall be empowered in addition to such other rights as the association may have in law as against its members to determine the rate of interest from time to time chargeable upon arrear levies, provided that such rate of interest shall not exceed the prescribed statutory rate.
- 49.9 Any amount due by a member by way of levy, interest or penalties shall be a debt due by him to the association. The obligation of a member to pay a levy interest or fine shall cease upon his ceasing to be a member, without prejudice to the association's right to recover arrear levies, interest or penalties. No levies, interest or penalties paid by a member shall under any circumstances be repayable by the



association upon his ceasing to be a member. A member's successor in title to a unit shall be liable as from the date upon which he becomes a member pursuant to the transfer of that unit to pay the levy, interest or penalties thereon attributable to that unit, jointly or severally with the previous member.

49.10 The finance committee shall establish and maintain a Clubhouse and sports amenities levies.

50. Buy-in-Levies

50.1 As from 1 October 2015, the purchaser of a unit in the estate shall be liable for payment of a buy-in levy.

50.2 The buy-in levy shall not be applicable:

50.2.1 on the sale of a unit on first registration;

50.2.2 and on the sale of a unit to an existing member who purchases the unit for purposes of his primary residence.

50.3 In addition to the requirement for the issuing of a clearance certificate in terms of article 10, the conveyancer attending to the transfer of the unit shall be required to furnish the company with an acceptable undertaking to pay the levy to the company on date of registration of transfer of the unit in the name of the relevant purchaser. The amount of the levy shall be calculated at 1% of the selling price, capped at an amount of R 35 000, 00 (twenty five thousand rand). This amount shall be increased annually in accordance with the CPIX as published from time to time.

50.4 The buy-in levy is payable by the purchaser.

51. Purpose of levies

51.1 The levies contemplated in article 49 are intended to cover costs incurred by the company in -

51.1.1 Maintaining, repairing and improving the roads, open spaces and services, the perimeter fence and related security system, the golf course, the club house, club house facilities and any buildings, structures, erections and other improvements on common property in the estate;

51.1.2 Paying rates and other charges payable by the company in respect of the erven vested in the company and services provided to the company;

51.1.3 Paying the salaries and wages of employees; and

51.1.4 Paying all expenses necessarily or reasonably incurred in connection with the management of the company, the estate, and the company's affairs including any expenses reasonably or necessarily incurred in the attainment of the objects of the company or in the pursuit of its business.

51.2 Levies shall not cover the consumption of water and electricity, sewerage or the maintenance of improvements of the units. These expenses shall be for the account of the member.

52. Calculating levies

52.1 In calculating the levy, the finance committee must -



- 52.1.1 Take into account all expenses which the company has incurred, or which it reasonably might be anticipated will be incurred;
- 52.1.2 Take into account any units which have not yet been provided with all services;
- 52.2 In calculating the levy, the finance committee must as far as reasonably practicable:
- 52.2.1 Assign expenses arising directly out of a unit itself to the member owning such unit;
- 52.2.2 Assign those expenses relating to the estate generally to the owners of all units equally; provided however that the finance committee may in any case where it considers it equitable so to do:
- 52.2.3.1 Assign to any member a greater or lesser share of the expenses as may be reasonable in the circumstances; and
- 52.2.3.2 Assign to any member a greater or lesser proportion of the expense of maintaining entertainment and recreation areas and facilities, including those costs associated with the golf course, as it may consider reasonable in the circumstances.
- 52.3 If, in contravention of the town planning scheme, a unit contains more than one kitchen, and the board is satisfied that the unit is not being used for the purposes of a single family, then (in addition to any other remedy which may be available to the board) the owner or owners of the unit shall be liable for double the monthly levy which would otherwise be payable in respect of that unit (the town planning scheme provides that a dwelling means a self-contained, inter-leading group of rooms, for a single family, including not more than one kitchen).
- 53. Additional services**
- 53.1 The board may, from time to time, resolve to supply additional services to the estate, including (but not limited to) water, electrical reticulation, waste removal, telephone and internet service, subject to the approval by the members at a special, alternatively an annual general meeting .
- 53.2 If additional services are provided to the estate by the company, as contemplated in paragraph 56.1, then the finance committee may (without limiting in any way its power to impose levies) add the cost of providing these services to the levies.
- 54. Payment of levies**
- 54.1 Every levy shall be payable monthly in advance on the first day of each and every month.
- 54.2 Members who pay their levies by stop order or debit order shall receive a discount.
- 55. Interest on levies**
- Interest at 2% per annum above Absa Banks prime rate (or at such other rate as the finance committee may determine from time to time) shall accrue on levies not paid on due date.
- 56. Increase of levies**
- The board shall be entitled to review the levies from time to time in its discretion.



57. **Special levies**

The Board may from time to time -

- 57.1 Make special levies upon the members in respect of any expenses of the company which were not included in the budget or which were under-estimated in the budget;
- 57.2 Determine the terms of payment of the special levy.

58. **Capital expenditure**

The Board shall not be entitled, without a resolution of members in a general meeting, to undertake operational capital expenditure on any one item which exceeds or is likely to exceed R 2 000 000, 00 (two million rand). This amount shall be increased annually in accordance with the CPIX as published from time to time.

59. **Reserve Fund and Club House and Amenities Fund**

- 59.1 A Reserve Fund and Club House and Amenities Fund have been established for the purpose of generating funds for capital improvements to the estate and improvements to the club house/amenities respectively. The Reserve Fund may not be used for operating expenses.
- 59.2 The said two funds shall be managed by the finance committee or, should the board so choose, by separate committees comprising 3 (three) members appointed by the board of directors.
- 59.3 Contributions to the reserve fund shall be made as contemplated in article 50 and contributions to the club house/amenities fund in such manner as the board may determine from time to time.

60. **Accounts**

- 60.1 The notice of the annual general meeting shall be accompanied by audited financial statements for the past financial year.
- 60.2 The accounts and books of the company shall be open to inspection by members at all reasonable times during business hours.

61. **Application of optional provisions of the Companies Act (audit, etc.)**

- 61.1 This company elects, in terms of section 34(2) of the Companies Act, to comply voluntarily with the enhanced accountability requirements of Chapter 3 of the Companies Act to the following extent: the financial statements of the company shall be audited once in every financial year. For the sake of clarity, it is recorded that the Company need not comply with section 92 of the Companies Act dealing with the rotation of auditors.
- 61.2 The company does not elect, in terms of section 118(1)(c)(ii) of the Companies Act, to submit voluntarily to the provisions of Parts B and C of Chapter 5 of the Companies Act or to the Takeover Regulations made in terms of the Companies Act.

62. **Access by neighbours**

- 62.1 All members shall allow reasonable access to their neighbours for the purpose of maintaining abutting walls and appurtenances.



62.2 Access shall be subject to prior consent by the owner and any rules made by the building committee from time to time.

63. House Rules

63.1 Subject to any restriction imposed or directives given at a general meeting of the association, the directors may from time to time make rules and regulations in regard to:

63.1.1 the furtherance and promotion of any of the objectives of the association and/or for the better management of the affairs of the association and/or for the advancement of the interests of members and/or residents of the estate;

63.1.2 the maintenance of the association's property;

63.1.3 the right of reasonable access to the estate;

63.1.4 the standards and guidelines for the architectural design of all buildings and outbuildings, structures of any nature and all additions and alterations to any such buildings, outbuildings, or structures erected or to be erected in the estate, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials and colours used on such exteriors to ensure an attractive, aesthetically pleasing character to all the buildings in the estate. Changes that may have a material impact on property values and aesthetics must be approved at the annual general meeting or at an extraordinary special meeting;

63.1.5 the siting of all buildings, outbuildings, structures of any nature and all additions and alterations to any thereof;

63.1.6 the standards and guidelines for the design of all site works, buildings, structures, installations and projections on the properties in the estate, including but not limited to aerials, pergolas, side walls, swimming pools, awnings, jacuzzis and paved pathways;

63.1.7 the preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any property;

63.1.8 the right to prohibit, restrict or control the keeping of any animal;

63.1.9 the place or fixing of signage, ornamentation or embellishments upon the land or outside of buildings including the power to remove any such objects;

63.1.10 the conduct of any persons within the estate for the prevention of damage, injury or nuisance of any nature to any member.

63.2 For the enforcement of any of the rules made by the directors in terms hereof, the directors may:

63.2.1 give notice to the member concerned requiring him to remedy such breach within such period as the directors may determine;

63.2.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member



concerned, which amount shall be deemed to be a debt owing by the member concerned to the association; and/or

62.2.3 impose a system of penalties; the amounts of such penalties shall be reviewed and confirmed at each annual general meeting of the association; and/or

63.2.4 take such other action including proceedings in court, as they may deem fit;

63.3 In the event of the directors instituting any legal proceedings against any member or resident of the estate for the enforcement of any of the rights of the association in terms hereof, the association shall be entitled to recover all legal costs so incurred from the member or resident concerned calculated as between attorney and client.

63.4 In the event of any breach of the rules by the members or any member's household or his guest or lessees, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

63.5 In the event of any member disputing the fact that he has committed a breach of any of the rules, a committee shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the chairperson may direct.

63.6 Any fine imposed upon any member shall be deemed to be a debt due by the member to the association and shall be recoverable by ordinary civil process.

63.7 Notwithstanding anything to the contrary herein contained, the directors may in the name of the association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

63.8 The association may in general meeting itself make any rules which the directors may make and may in general meeting vary or modify any rules made by it or by the directors from time to time.

63.9 Maintenance of the internal roads, electricity, storm water, security and all improvements, assets or land owned by the association shall be the responsibility of the association.

63.10 The board of directors may make, and amend, the house rules subject to directives issued by members in general meeting by:

63.10.1 delivering a copy of those rules or any notice of amendment to each member by ordinary mail or e-mail, provided that a member shall be deemed to have received a copy of the rules if sent to his or her last known e-mail address; and

63.10.2 filing a copy of the rules or any notice of amendment with the Companies and Intellectual Property Commission.

64. **Dispute Resolution**

64.1 The following shall apply In respect of disputes between Members and/or Residents (including Tenants and/or Occupants):

64.1.1 Should a dispute arise between members and/or residents (which shall include any tenant and/or occupant) the parties involved shall endeavour in the first instance to settle such dispute (whether relating to any nuisance, disturbance or other complaint) and shall in such



circumstances exhibit due tolerance and shall act reasonably in accordance with the principles of good neighbourliness.

64.1.2 Where such dispute cannot be resolved and should the parties to the dispute mutually agree, the dispute shall be referred to the Board of Directors of the HOA who shall act as mediators (and not arbitrators).

64.1.3 In the event of the matter being resolved to the satisfaction of the parties to the dispute as a result of mediation by the Board of Directors, such resolution shall be final and binding upon the parties;

64.1.4 Where the parties to the dispute have elected to submit their dispute for mediation to the Board of Directors, the parties shall, in equal shares, pay the anticipated reasonable costs, inclusive of any legal costs incurred by the HOA, and expenses which shall be incurred by the directors in regard to the mediation in advance upon demand by the HOA; and

64.1.5 Should the Board of Directors elect not to mediate in respect of the dispute, the parties to the dispute shall be so informed and shall be entitled to resolve or otherwise dispose of the dispute in such manner and they deem necessary, whether by way of legal proceedings or arbitration, it being expressly agreed that the directors shall not be a party to any such proceedings or arbitration and shall bear no responsibility in respect thereof.

65. Compliance with the rules; the objectives of the company

65.1 Each member shall be obliged to comply with the:

65.1.1 house rules and shall ensure that their households, their guests, and lessees also comply;

65.1.2 the architectural guidelines;

65.1.3 building rules and shall ensure that his contractors, workers and agents also comply.

65.2 Each member shall, to the best of his ability, further the objectives and interests of the company.

66. Legal remedies

66.1 The rights given to the company in terms of this Memorandum of Incorporation are in addition to, and without prejudice to, any of the rights which the company may have to proceed against a member, either to recover any arrear levies or other monies or to claim specific performance, damages or any recourse in law.

66.2 A member shall be liable for, and shall pay, all legal costs, including costs on an attorney and client scale, and collection commission, expenses and all other charges incurred by the company in obtaining the recovery of arrear levies or any other arrear amounts due and owing by a member to the company or in obtaining compliance with the house rules or any provision of this Memorandum of Incorporation.

66.3 If the member disputes the legal costs incurred by the company, then the parties agree that the company may refer the bill of legal costs prepared by the attorney to the Fee Assessment Committee of the Law Society for consideration and determination, and the decision of the Fee Committee shall be final.

67. Use of common property



The company may, in its discretion, permit the members, subject to the provisions of this Memorandum of Incorporation, to use the common property (unless the members resolve otherwise by special resolution). The directors may from time to time and whenever they deem it necessary, limit, restrict or suspend such use in relation to any part of the common property, subject to reasonable privacy of members being respected at all times.

68. Operating of businesses on the Estate

No person may operate a business in any unit on the estate:-

- 68.1 which is not in accordance with the town planning scheme; and
- 68.2 which might have an impact on security, peace and tranquillity.

69. Service of notices

69.1 All members must notify the company in writing of an address for the services of all legal process, notices and other documents. This address will operate as each member's *domicilia citandi et executandi*. When notifying the company of an address, each member must provide the following information:

- 69.1.1 Postal address;
- 69.1.2 Physical address;
- 69.1.3 E-mail address;
- 69.1.4 Telefax number;
- 69.1.5 Telephone number; and
- 69.1.6 Cell phone number.

69.2 A notice may be served by the company upon any member, either personally, by electronic mail or by sending it through the post in a prepaid registered letter, addressed to such member at such address as he may have notified the company in writing, save that such address shall be within the boundaries of the Republic of South Africa, or if such member has failed to notify the company in writing of any such address at the address of any unit owned by him, provided that copies of all notices sent to members shall be sent to the mortgagee (if any) of that member's units.

69.3 A notice will be presumed, unless the contrary is proved, to have been given:

- 69.3.1 if posted by prepaid registered post, 5 days after the date of posting thereof;
- 69.3.2 if hand delivered during business hours on a business day, on the day of delivery;
- 69.3.3 if sent by telefax, on the first business day following the date of sending; and
- 69.3.4 if sent by electronic mail, on the day of sending.

70. Access to the estate



The directors shall take such measures as are necessary to ensure that the general public, with the exception of members, their guests, lessees, and members of their families and such other persons as the directors may reasonably permit, are excluded from the estate. No resolution to alter the terms of this clause shall be taken unless simultaneously with the taking of such resolution, a resolution is taken to widen and reconstruct the roads to such specification as many comply with the standard requirements of the Municipality.

71. Estate agents

71.1 Only estate agents approved by the company and whose names appear on a list of accredited estate agents published by the company from time to time may sell property at the estate.

71.2 Estate agents may apply to become approved to sell properties at the estate, subject to the successful completion of the company's induction course and such other requirements as may be required by the company.

72. "For sale" signs

No "For Sale" signs or "Sold" signs shall be erected on the units without the written consent of the company.

73. Disclaimer

73.1 The company shall not be liable for any injury or death to any person, damage to or loss of any property to whomsoever it may belong, occurring or suffered upon the estate regardless of the cause thereof nor shall the company be responsible for any theft of property occurring within the estate. Members shall not, under any circumstances, have any claim or right of action whatsoever against the company for injury, death, damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

73.2 The company, its directors, employees and agents shall not be liable to any member or any of the member's lessees, or their respective employees, agents, invitees or customers or any member of the public dealing with the member or any lessee for any injury or death or loss or damage of any description which the member or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the estate, regardless of the cause thereof.

74. Winding-up

74.1 No resolution for the winding-up or dissolution of the company and the transfer of the company's assets shall be taken unless -

74.1.1 The company has made adequate provision for the rights of members to obtain access to their units, and

74.1.2 Their rights to exclusive use of any areas to be safeguarded, if necessary, by registration of servitudes at the cost of the member concerned if the member so requires.

74.2 If the company is wound up, deregistered or dissolved, the assets of the company remaining after the satisfaction of all its liabilities shall be given or transferred to some other company or institution having objects similar to its main object, to be determined by the members of the company at or before the time of its dissolution or, failing such determination by the court.



75. **Access ways**

Notwithstanding that erven may be held either individually or in undivided shares by members, members shall be obliged at all times to allow any persons lawfully within the estate over any unit by means of any formed or paved access way including driveways, parking areas and pathways.

76. **Access by the company**

Every member shall be obliged to allow the company or its service provider's access to any unit at reasonable times for purposes enabling the company to carry out its obligations or exercise its rights in terms of this Memorandum of Incorporation.

77. **Bodies corporate**

77.1 Notwithstanding that members hold title to their units individually, and notwithstanding that in those cases where the units concerned are held under the Sectional Titles Act, the body corporate as defined in that Act is afforded certain powers and duties, it is recorded that the development of the township is of a homogeneous nature and that the company shall be vested with the overall control of all matters affecting the township.

77.2 To this end the members agree to do all in their power to procure that the body corporate in each sectional title development, shall delegate its powers and duties to the company.

78. **Occupation by co-owners**

In the event of any unit being owned in undivided shares by more than one owner on the basis that each owner of an undivided share shall be entitled to occupy the unit for a particular period in each year, the directors shall cause to be kept a register of the name of each co-owner and the period during the year in which he is entitled to occupy the unit. Without prejudice to any of the rights of the co-owners inter se, in the event of any co-owner occupying any such unit in any period during which he is not entitled to be in occupation thereof, without the consent in writing of the co-owner so entitled, the chief executive officer shall be entitled summarily and without recourse to law to eject the co-owner in wrongful occupation and to put into occupation of the unit the person entitled thereof.

79. **Delegation**

The powers of the committees established in terms of this Memorandum of Incorporation, and the powers of the board of directors, and the powers of the company generally may be delegated to the chief executive officer to such extent and upon such conditions as the directors may determine from time to time, and such delegations may from time to time be revoked either in whole or in part for the conditions of such delegations changes as the directors may from time to time deem fit.

80. **Fidelity insurance**

The chief executive officer shall be obliged to take out fidelity insurance to the satisfaction of the directors for all moneys held, from time to time, by the chief executive officer, alternatively any director and/or employee on behalf of the company.

81. **General**

- 81.1 Whenever they consider that any of the then current national building regulations and/or the requirements of the Ekurhuleni Metropolitan Municipality are being contravened by any member, or that the appearance of any land or building vested in a member is such as to be unsightly or injurious to the amenities of the surrounding area of the estate generally or fail to comply with the architectural and landscaping guidelines, the directors may serve notice on such member to take such steps as may be specified in the notice to remedy such contravention or to eliminate such unsightly or injurious condition. In the event of the member failing within a reasonable time, to be specified in such notice, to comply therewith, the directors may enter upon the property concerned and take such steps as may be necessary, and recover the cost thereof from the member concerned, which costs shall be deemed to be a debt to the company. The directors shall be obliged in giving such notice to act reasonably.
- 81.2 No person shall within the estate commence with the construction of any building or structure, or any additions thereto unless he has submitted to the directors, for examination and approval or refusal, such plans for such building, structure, alteration or addition as are required in terms of the by-laws of the Ekurhuleni Metropolitan Municipality, and any such additional plan or information relating to the proposed building, structure, alterations or additions as the directors may require.

Approved at a Special General Meeting of the Members on 22 August 2017



CHAIRMAN
LAUREN DEE HAYNES



WRITTEN RESOLUTION BY THE BOARD OF DIRECTORS OF EBOTSE GOLF & COUNTRY ESTATE HOME OWNERS ASSOCIATION NPC (REGISTRATION NUMBER: 2005/001710/08) ("THE COMPANY") DATED 29 AUGUST 2017.

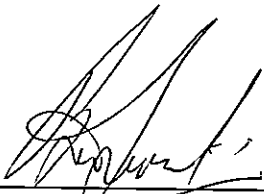
BACKGROUND :

The Members on 22 August 2017, adopted and ratified the Company's Memorandum of Incorporation and authorised the Board of Directors to do all such things and to sign any all documentation that may be required to register the said Memorandum of Incorporation with the Companies and Intellectual Property Commission, which Member's resolution is annexed hereto.

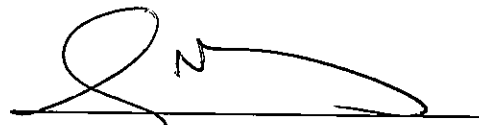
RESOLVED THAT:

Lauren Dee Haynes in her capacity as duly authorised Director be authorised to:

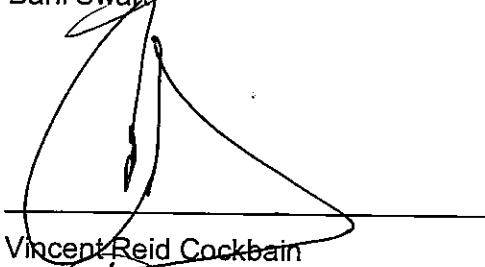
1. Sign on behalf of the Company the replacement Memorandum of Incorporation.
2. Sign on behalf of the Board of Directors a Special Power of Attorney in favour of VDT Attorneys Inc. a copy of which Power of Attorney is attached hereto.



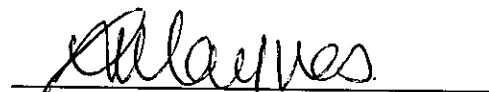
Bani Swart



Gavin Andrew Roelofs



Vincent Reid Cockbain



Lauren Dee Haynes



Johann Yssel

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF EBOTSE GOLF AND COUNTRY ESTATE HOME OWNERS ASSOCIATION NPC (REGISTRATION NUMBER 2005/001710/08) ("THE COMPANY") HELD AT BENONI ON 22 AUGUST 2017.

QUORUM:

A quorum is constituted for the purposes of considering and approving the following Resolutions in terms of the Companies Act 71 of 2008 ("the Act") as the required percentage of all voting rights entitled to be exercised on each of the matters at hand are present.

RESOLUTIONS:

1. SPECIAL RESOLUTION:

Resolved by votes in support of the Special Resolution and representing 75% (seventy five percent) or more of the voting rights exercised on the Special Resolution proposed:

- 1.1. That in terms of Section 16(1)(c) read with section 16(5)(a) of the Companies Act 71 of 2008, the Company hereby approves, adopts and will replace its Memorandum of Incorporation with the Memorandum of Incorporation attached hereto.

2. ORDINARY RESOLUTION:

Resolved by votes in support of the Ordinary Resolution and representing 51% (fifty one percent) or more of the voting rights exercised on the Ordinary Resolution proposed:

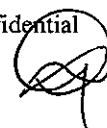
- 2.1. That the Directors, or any one of them, of the Company be and are hereby authorised to do all that may be necessary, including without limitation to sign and file such forms and documents with the Companies and Intellectual Property Commission, to give effect to the aforesaid Resolutions.

CERTIFIED A TRUE EXTRACT



CHAIRPERSON

Private & Confidential



SPECIAL POWER OF ATTORNEY

I, the undersigned

LAUREN DEE HAYNES

(Identity Number: 680621 0171 08 2)

in my capacity as authorised Director of the Company known as

EBOTSE GOLF & COUNTRY ESTATE HOME OWNERS ASSOCIATION NPC

(Registration Number: 2005/001710/08)

("the Company")

do hereby nominate, constitute and appoint:

1. VDT Attorneys Inc. and each of the Directors thereof and each employee employed by the said VDT Attorneys Inc. with full power of substitution, to be our lawful attorney and agent and in our name, place and stead:
 - 1.1. to sign and deliver to the Company and Intellectual Property Commission (CIPC), the CoR15.2 (Notice of Amendment of Memorandum of Incorporation), the original Extract of Minutes of a Meeting/Resolution to pass a Special Resolution that the Company amends and substitutes its existing Memorandum of Incorporation with a new Memorandum of Incorporation;
 - 1.2. to sign and deliver to the CIPC, any other documents and forms which my said attorney or agent may deem fit or which may be required by the CIPC and in terms of the Companies Act 71 of 2008, to bring about the abovementioned amendment to the Company.

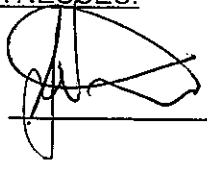
Initials



Hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my agent or substitute, shall in my name lawfully do, or cause to be done, by virtue hereof.

SIGNED and EXECUTED at BENONI on this 29 day of JANUARY 2018 in the presence of the undersigned witnesses:

AS WITNESSES:

1.  _____



AUTHORISED DIRECTOR

2.  _____

