

REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

ARTICLES OF ASSOCIATION
OF A COMPANY NOT HAVING A SHARE CAPITAL

[Section 60 (1); regulation 18]

Registration No. of Company

NAME OF COMPANY:

MARULA HILL CORPOARATE PARK OWNERS ASSOCIATION

(Association incorporated under Section 21)

- A. The Articles of Table "A" contained in Schedule 1 to the Companies Act, 1973 shall not apply to the Association.
- B. The Articles of the Association are as follows:

1. DEFINITIONS

1.1 In these presents the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

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| “the Act” | means the Companies Act, 1973; |
| “the Association” | means MARULA HILL CORPORATE PARK OWNERS ASSOCIATION (Association incorporated under Section 21); |
| “Auditors” | means the auditors of the association; |
| “Chairman” | means the chairman of the board of trustees, elected in accordance with these articles or if that expression is used with reference to a general meeting or meeting of the trustees at which that person is not present or does not act as chairman, the person acting as chairman in accordance with the provisions of these articles; |
| “The Developer” | means BATONBRIDGE INVESTMENTS (Propriety) limited Registration number 2003/020599/07. |
| “development period” | means the period from the establishment of the association until all erven in the association area have been transferred by the Developer to members of the association; or alternatively until the developer notifies the association that the |

development of the township has been completed or alternatively until 80% (EIGHTY PERCENT) of all erven in the association area has been transferred by the Developer to members of the Association.

“Erf”

means any erf in the townships to be established on Portion 164 (Remaining Extent) of the Farm Klipfontein No.268, Registration Division J.R., Province of Gauteng.

“Managing Agent”

means any person or body appointed by the association as an independent contractor to under take any of the functions of the association;

“Member”

means a member of the Association as set out herein,

“Participation Quota”

means a decimal fraction, correct to three places arrived at by dividing the extent of a member’s stand, correct to the nearest square meter, by the extent of the aggregate of all the stands in the township (excluding any stands being open spaces for communal use and any stands utilized for public purposes) of which such stand forms a part, correct to the nearest square meter;

“the Property”

means the proposed townships of Rosslyn Extensions 21 - 36 and any additional

extensions as may be proclaimed by the Developer during the development period to be established on Portion 164 (Remaining Extent) of the Farm Klipfontein No.268, Registration Division J.R., Province of Gauteng.

“stand”

means any erf or any Sectional Title unit in any of the above established townships terms of the Sectional Titles Act 95 of 1986;

“Township”

means a township to be established on the property;

“Trustees”

means the trustees of the association who shall for the purposes of the Act, be the directors of the association appointed or elected in terms of clause 9,10,11 and 12 hereof;

“vice-chairman”

means the vice-chairman of the board of trustees;

“in writing”

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

1.2 Unless the context otherwise requires, any word importing the singular number shall also include the plural number, and vice versa and words importing any one gender shall include the other gender and vice versa.

- 1.3 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification 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.

2. OBJECTS

The object of **MARULA HILL CORPORATE PARK OWNERS ASSOCIATION** shall be:

- 2.1 To ensure compliance by members of the conditions of establishment of any Township, building restrictions and requirements, and where necessary to ensure that the Local Authority enforces such conditions of establishment as set out in The Conditions of Township Establishment in terms of Section 125 of the Ordinance on Towns and Planning 15 of 1986, in respect of the different townships, as approved by aforementioned Local Authority.
- 2.2 To act as a liaison between the members and the Local Authority regarding the landscaping and aesthetic usage of the property and the buildings erected or to be erected on the property.
- 2.3 To exercise control over the rights created and still to be created over the stands on the property and to formulate the rules and by-laws for the control of buildings, walling, fencing, exterior lighting, signage, aesthetic planning and landscaping of the property, and to ensure compliance of such rules and by-laws by Members.
- 2.4 To implement and control the principal concept of development relating to the security, vegetation, continuity, parking; signage and advertising, exterior finishings at all times and maintenance as detailed by urban designers, landscape architects and ecological planners of the property.
- 2.5 To implement and ensure compliance by Members of a coordinated landscaping

plan for the property, as approved by the developer of the Township, and relates mainly to street verges and areas of individual erven falling within building line reserves, and to create such rules and bylaws as may be necessary in order to ensure compliance by Members with the provisions hereof.

- 2.6 To ensure that all Members maintain their stands in a clean and tidy condition and adhere to the specifications imposed by the Urban Designers and Landscape Architects appointed by the Developers of the Township, from time to time, relating to the landscaping and ecological planning of their stands, it being recorded that on approval of the Building Plans such specifications and requirements were incorporated. In the event of any Member failing to adhere to the specifications and maintenance of their stand, the Trustees shall be entitled, but not obliged, to perform the necessary acts and services and recover from such Member the costs thereof.
- 2.7 To administer the general security arrangements on the Property, with particular reference to controlling access, and the nature and type of security to be provided from time to time, excluding the security arrangements for any particular building on the Property.
- 2.8 To consent to proposed subdivision/rezoning of any erf and to stipulate the landscaping and certain aesthetic conditions which shall apply prior to such rezoning or subdivision being approved.
- 2.9 To undertake the maintenance of private open areas and where required by members to maintain the vegetation and landscaping on any erven or sidewalk adjoining the erven against payment of a special levy.

3. MEMBERSHIP: APPLICATION AND TERMINATION

- 3.1 Membership of the association shall be limited to
- 3.1.1 the Developer in its capacity as such (and represented by not more than nine (9) nominees)
 - 3.1.2 and to any other person who is in terms of the Deeds Registries Act reflected in the records of the Deeds Office as the registered owner of any erf on the property
 - 3.1.3 or any person reflected in the records of the Deeds Office as an owner of a sectional title unit within a sectional title scheme on the property as defined in the Sectional Titles Act 95 of 1986
 - 3.1.4 and any Body Corporate as defined in the Sectional Titles Act 95 of 1986 of any Sectional Title Scheme or the Home Owners Association of any property that is neighboring the Property, whose members use the facilities of the property, being it the roads, gates or whatever else amenities of whatever nature.
- 3.2 Where any stand is owned by more than one person, all the registered owners of that stand shall together be deemed to be one Member of the Association and have the rights and obligations of one Member of the Association; provided however, that all co-owners of any stand shall be jointly and severally liable for the due performance of any obligation to the Association.
- 3.3 The signature of a deed of sale to acquire a stand on the Property shall be deemed as an application for membership by the person so signing the deed of sale, which membership shall be confirmed and become operative from the date on which transfer of such stand is registered into the name of such person.
- 3.4 Membership shall continue and no resignation shall be permitted other than that as contemplated in 3.6.
- 3.5 Signature of a deed of sale to dispose of the last remaining stand on the Property

registered in the name of the Developer will be considered as an advice of intended resignation of the Developer as a Member from the Association, which resignation will automatically be accepted and confirmed on registration of transfer of such stand from the Developer to such third party. The same provision shall apply to any ordinary Member ceasing to be the registered owner of a stand on the Property.

- 3.6 No Member shall let or otherwise part with occupation of his stand, whether temporarily or otherwise, unless he has agreed in writing with the proposed occupier of such stand as a *stipulatio alteri* in favour of the Association that such occupier shall be bound by all the terms and conditions of these presents, and such written agreement is lodged with the Association prior to the proposed occupier taking occupation of the stand in question.
- 3.7 No registered owner of a stand may resign as a Member of the Association.
- 3.8 The rights and obligations of a Member shall not be transferable and every Member shall:
- 3.8.1 further to the best of his ability the objects and interest of the Association;
- 3.8.2 observe all rules made by the Association or the Trustees, provided that nothing contained in these Articles of Association shall prevent a Member from ceding his rights in terms of these Articles as security to the mortgagee of the Member's erf.

4. DUTIES OF MEMBERS

Each member shall:

- 4.1 Comply with the Conditions of Establishment of the Township.
- 4.2 Abide by the Articles of Association and adhere to the rules and bylaws proclaimed by the Trustees from time to time.
- 4.3 Pay the levies by the Trustees in terms of Article 8 hereof from time to time on due date.
- 4.4 Maintain his stand in a clean and tidy condition and adhere to the provisions and guidelines established by the Trustees to the satisfaction of the Trustees. Should the Trustees be of the opinion that a Member is not complying with the Articles of Association, the Trustees shall give such member reasonable notice, depending on the nature of the breach, within which to remedy the breach, failing which, where possible, the Trustees shall be entitled to perform the work or services which is required to be done or provided at the expense of the Member, and shall be entitled to recover all expenditure in connection thereof from the Member, together with interest calculated thereon at prime bank rate, for the period date of expenditure to date of repayment.
- 4.5 Commence with the erection of buildings on the property to the reasonable satisfaction of the Association within 3 (three) years of the date of transfer of a stand to the first transferee thereof or within such extended period as the Association in its sole discretion may allow in writing, and to complete the buildings within a reasonable period after such commencement, failing which the Association shall be entitled (but not obliged) to claim that the stand be transferred to the Association at the cost of the transferee, against payment to the transferee of the original purchase price without interest by the Association. The Association may charge a reasonable rate for the issuing of a building

extension.

- 4.6 Obtain the consent of the Trustees regarding any building plans before submitting same for approval to the local authority and before commencing with any building, walling, fencing and signage operations, exterior lighting, painting or re-painting of exterior finishes. Any building, walling, fencing and signage operations, exterior lighting, painting or re-painting of exterior finishes must comply with the Architectural guidelines, attached hereto as Annexure "A". In the event of a Member being aggrieved by any decisions of the Trustees, such dispute shall be referred to an architect, whose identity shall be agreed upon by the parties. Should the parties be unable to agree on the identity of such architect within 7 (SEVEN) days of the declaration of a dispute, the matter shall be referred to the President of the Institute of Architects for the Province of Gauteng, who shall be requested to appoint an architect for purposes of settling such dispute. The cost of any architect appointed or agreed upon in terms of the provisions of this clause, shall be borne by the parties equally. Any architect so appointed, shall be suitably qualified in the Gauteng area as an architect of not less than 5 (FIVE) years experience, whose practice shall be within a radius of 100 (ONE HUNDRED) kilometers of the property.
- 4.7 Allow the employees of the Trustees to enter onto his stand for purposes of maintaining the landscaped areas, and to assist such employee/s with access to such areas should this be necessary.

5 LEVIES

- 5.1 The Trustees may from time to time make levies upon the Members for the purpose of meeting all the expenses which the Association has incurred or to which the Trustees reasonably anticipate the Association will be put in the attainment of its objects or the pursuit of its business.
- 5.2 Levies would however be limited to the object of the Association in pursuit of the business of the Association, as set out in the purpose described in the main

business of the Association.

- 5.3 The Trustees shall not less than 30 (THIRTY) days prior to the end of each financial year, prepare and serve upon every member at the address chosen by him 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 trustees may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 5.4 Each notice to each Member shall specify the contribution payable by that Member to such expense and reserve fund.
- 5.5 Every levy shall be payable in equal monthly installments, due in advance on the first day of each and every month of each financial year.
- 5.6 In the event of the Trustees for any reason whatsoever failing to prepare and serve the estimate referred to in Article 5.3 above timeously, every Member shall until service of such estimate as aforesaid continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice referred to in Article 5.3.
- 5.7 The Trustees may from time to time make special levies upon the Members in respect of all such expenses as are mentioned in Article 5.1 which were not included in any estimate made in terms of Article 5.3, and may in imposing such levies further determine the terms of payment thereof.
- 5.8 The Trustees 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 rate laid down in terms of the National Credit Act No 34 of 2005.

- 5.9 Any amount due by a Member by way of levy and interest shall be a debt due by him to the Association. The obligation of a Member to pay a levy and interest shall cease upon his ceasing to be a Member without prejudice to the Association's right to recover arrear levies and interest. Only levies paid in advance by a member will be repayable by the association upon his ceasing to be a member, pro-rata to the amount due for the period of membership before the ceasing of membership. A Member's successor in title to a stand shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that stand, to pay the levy and interest thereon attributable to that stand
- 5.10 In calculating the levy payable by any Member, the Trustees shall as far as reasonably practicable:
- 5.10.1 Assign those costs directly attributable to a particular Member to such a Member.
 - 5.10.2 Assign those costs directly attributable to a particular Township and which is also directly attributable to a specific stand in that Township to the Member owning such stand.
 - 5.10.3 Assign those costs directly attributable to a particular Township, but which is not directly attributable to a stand in such Township generally to the owners of all stands in that Township in accordance with their Participation Quota from time to time.
 - 5.10.4 The Trustees may in any case where they consider it equitable to do so, assign to any Member any greater or lesser share of the costs as may be reasonable in the circumstances.

- 5.10.5 A single landscaping and maintenance contractor for all Owners shall be appointed, who shall maintain all garden areas, which may include garden areas within the property. The cost of such contractor shall be paid by the Association and be recouped through the participation quota in the General Levy.
- 5.10.6 Internal roads and the road surface maintenance thereof shall be paid by the Association and be recouped through the participation quota in the General Levy.
- 5.10.7 Security: A single contractor for the Corporate Park shall be appointed, who shall be responsible for the security of the Park. The cost of such contractor shall be paid by the Association and be recouped through the participation quota in the General Levy.
- 5.10.8 Levies shall not include rates and taxes applicable to stands and the members in their capacities as owners will be held responsible for the payment of the rates and taxes applicable to their own stands.
- 5.11 For purposes of determining the amount to be contributed by the Developer in respect of levies, the Developer shall be deemed to be the owner of each proclaimed erf, in respect of which rates and taxes are payable, remaining registered in the name of the Developer.
- 5.12 The Trustees may enter into an agreement or agreements with the Developer for the provision of a capital sum and/or the transfer of land and/or equipment to the Association in lieu of levies payable by the Developer.

6. TRUSTEES

6.1 There shall be a Board of Trustees of the Association which shall consist of not less than 3 (THREE) nor more than 7 (SEVEN) members.

6.2 A Trustee shall be an individual but need not himself be a Member of the Association, provided that the majority of Trustees shall be Members of the Association. A Trustee, however, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of these presents.

6.3 The Board of Trustees shall, during the Development Period consist of not less than 4 (FOUR) nominees of the Developer. Any other trustees to be appointed to office shall be elected by the Members and the Developer at a general meeting according to the voting rights conferred upon them by Articles 35.1 and 35.2.

6.4 The first Trustees shall on registration of the Association be appointed by the Developer.

7. REMOVAL AND ROTATION OF TRUSTEES

Save as set out in Article 8 below, and save for the 4 (FOUR) Trustees appointed by the Developer in terms of Article 6.3 above, each Trustee 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, at which meeting each Trustee shall be deemed to have retired from office as such but will be eligible for re-election to the Board of Trustees at such meeting.

8. A Trustee shall be deemed to have vacated his office as such upon:
 - 8.1.1 he resigns his office by notice in writing to the Body Corporate;
 - 8.1.2 he has been disqualified to act as a trustee in terms of the provisions of Sections 218 or 219 of the Act;
 - 8.1.3 he has been discharged from office under circumstances in terms of Section 220 of the Act;
 - 8.1.4 he becomes of unsound mind;
 - 8.1.5 he is convicted of an offence which involves dishonesty;
 - 8.1.6 he is absent from more than 2 (TWO) meetings of the Trustees without leave having been granted to him;
 - 8.1.7 he is removed from his office by resolution by a general meeting of the Association, provided that the intention to vote upon his removal from office has been specified in the notice convening the meeting.

9. Upon any vacancy occurring in the Board of Trustees prior to the next Annual General Meeting, the vacancy in question shall be filled by the person nominated by those remaining for the time being on the Board of Trustees, provided, however, that, if the Trustee who vacates his office as aforesaid was a nominee of the Developer, the Developer shall be entitled to nominate a Trustee in his stead.

10 CHAIRMAN AND VICE-CHAIRMAN

10.1 During the Development Period the developer shall have the right to appoint the chairman and vice-chairman of the association.

10.2 After the Development Period has lapsed, the Trustees shall within 14 (FOURTEEN) days after each Annual General Meeting appoint a chairman and vice-chairman, who shall hold their respective offices until the Annual General Meeting next after their said appointments, provided that the office of chairman or vice-chairman shall *ipso facto* be vacated by a Trustee holding such office upon him ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in either of the aforesaid offices at any time, the Board of Trustees shall immediately appoint one of their number as a replacement in such office.

11. Except as otherwise provided, the Chairman shall preside at all meetings of the Board of Trustees and all general meetings of Members and, in the event of his not being present within 5 (FIVE) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the vice-chairman shall act in his stead, or failing the vice-chairman, a chairman appointed for the meeting.

12. TRUSTEE'S EXPENSES

12.1 The Trustees shall be entitled to remuneration in respect of all reasonable and bona fide expenses that have been incurred by them respectively, in the execution of their duties as Trustees.

12.2 The trustees shall be entitled to reasonable remuneration in respect of professional services rendered to the Association.

12.3 Apart from the above, the Trustees shall not be entitled to remuneration for the execution of their duties, if the Association has so decided.

14. POWERS OF TRUSTEES

14.1 Subject to the express provisions hereof, the Trustees shall be responsible for the administration, control, management and services required in the fulfillment of the objects of the Association as defined in Article 2 hereof, and to manage and control the business and affairs of the Association. The Trustees shall have full powers in the management and direction of such business and affairs including

- the right of appointment and dismissal of the Managing agent,
- the right to exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by the Act or by these presents required to be exercised or done by the Association in a general meeting, subject, however, to such rules as may have been made by the Association in a general meeting or as may be made by the Trustees from time to time.

14.2 Save as specifically provided in these presents, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, architects, engineers and managing agents and any other professional firm or person or other employees whatsoever for any reason deemed necessary by the trustees and on such terms as the trustees shall decide.

14.3 Subject to any restriction imposed and direction given at a general meeting of the Association, the powers of the Trustees shall include the following:

14.3.1 to enforce the architectural guidelines attached hereto as ANNEXURE A”.

14.3.2 to act as review panel to approve in principle any design concepts submitted prior to any detailed sketch, plans or working drawings made, and thereafter approve sketch plans being submitted;

14.3.3 to attend to the final approval of any building plans prior to such plans

being submitted to the local authority;

- 14.3.4 to appoint for and on behalf of the Association such agents and employees as they deem fit in connection with the control, management and administration required in terms of the Articles of Association, more particularly for the maintenance of the street verges and areas of individual stands falling within building line reserves as defined in Article 2.5 hereof;
- 14.3.5 to delegate to one or more of their members, such of their powers and duties as they may deem fit, and at any time to revoke such delegation;
- 14.3.6 to make rules and bylaws for the control, use, safety, cleanliness and aesthetic landscaping of the property, and to determine by rule and bylaw from time to time promulgated, the security, vegetation, continuity, parking, signage and advertising, exterior finishes and maintenance;
- 14.3.7 to open and operate a current account and savings account with a banking institution or a building society;
- 14.3.8 to purchase, hire or otherwise acquire movable property for use fulfilling the duties imposed on the Trustee in terms of the Articles of Association;
- 14.3.9 to liaise with the local authority regarding any matter falling under the ambit of these Articles of Association, or on behalf of any Member;
- 14.3.10 to utilize the facilities and equipment of the Association for purposes of providing a maintenance service in respect of the individual stand of any Member relating to such Member's stand, excluding the area defined in Article 2.5 hereof, against a remuneration to be determined by the Trustees from time to time;

14.3.11 to ensure that Members adhere to the provisions of these Articles of Association;

14.3.12 to do all things reasonably necessary for the enforcement, management, control and administration devolving upon the Trustees in terms of these Articles of Association, as more fully set out in the Article with regard to the rules.

14.4 The Trustees are hereby empowered to establish a fund for administrative expenses which is sufficient in the opinion of the Trustees for the upkeep, control, management and administration required to be performed by the Trustees in terms of these Articles of Association and for the apposition of such movables as may be required for purposes of providing the services to be rendered in terms hereof, or for the discharge of any duty imposed upon the Trustees in terms hereof.

15. The Board of Trustees shall have the right to co-opt on the board any person or persons chosen by it. A co-opted Trustee need not necessarily be a Member of the Association.

16. COMMITTEES

The Trustees shall be entitled to appoint committees consisting of such number of their Members and such outsiders, including the Managing Agent, 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 Trustees may from time to time deem necessary.

17. PROCEEDINGS OF TRUSTEES

The Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.

18. The quorum necessary for the holding of any meetings of the Trustees shall be 2 (TWO) present personally, provided however, that during the Development Period the presence of at least 3 (THREE) nominees of the Developer shall be necessary at all meetings of Trustees in order to form a quorum. Any resolution of the Board of Trustees 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.
19. The Trustees shall cause minutes to be kept of every Trustees' meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the Chairman. All minutes of Trustees' meetings shall, after certification, be placed in a Trustees' minute book to be kept in accordance with the provisions of the Act relating to the keeping of minutes of meetings of directors of companies. The Trustees' minute book shall be open for inspection at all reasonable times by any Trustee, the Auditors, the Members and the Managing Agent.
20. Save as provided in these presents, the proceedings or any Trustees' meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.
21. A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Board of Trustees.

22. GENERAL MEETINGS OF THE ASSOCIATION

- 22.1 The first General Meeting of Owners shall be held within 6 (SIX) months of the date on which the first erf on the Property is transferred from the Township Developer to any owner.
- 22.2 The Association shall within 6 (SIX) months after the end of each financial year hold a general meeting as its Annual General Meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices in terms of Article 26 below calling it.

22.3 Such Annual General Meeting shall be held at such time and place as the Trustees shall decide from time to time.

23. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

24. The Trustees may, whenever they think fit, convene an extraordinary general meeting, and an extraordinary general meeting shall also be convened on a request made in terms of Section 181 of the Act.

25 RULES

25.1 Subject to any restriction imposed or direction given at a general meeting of the Association, the Trustees may from time to time make rules, which rules will be made available to all members and will be available at the office of the Association at all times, inter alia, in regard to:

25.1.1 The preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of fences and satellite and amateur radio antennae/dishes/receivers, whether upon or within the boundaries of any stand;

25.1.2 The security, vegetation, continuity, parking, signage and advertising, exterior finishes, and maintenance of any stand or building in the Association Area itself;

25.1.3 The right to prohibit, restrict or control the keeping of any animal/bird or fish which they may regard as dangerous, obnoxious or a nuisance;

25.1.4 The placing or affixing or ornamentation or embellishments to the outside of buildings including the power to remove, or order the removal, or to

procure an order for removal of any such objects;

- 25.1.5 The conduct of any person or persons within the Township for the preservation of peace and tranquility and the preventions of nuisance of any nature to any Member;
 - 25.1.6 The furtherance and promotion of any of the objects 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 of the Township;
 - 25.1.7 The maintenance of all buildings, outbuildings, structures, electricity, water and sewerage reticulation, improvements of any nature and landscaping on the stand;
 - 25.1.8 The right of reasonable access to any stand in order to effect the maintenance of any matters referred to in this Article.
- 25.2 For the enforcement of any of the rules made by the Trustees in terms hereof, the trustees may:
- 25.2.1 give notice to the Member concerned requiring him to remedy such breach within such period as the trustees may determine;
 - 25.2.2 in the event that a Member does not remedy his breach after the receipt of a notice in terms of 25.2.1 above, 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 costs 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
 - 25.2.3 impose a system of fines or other penalties, a list of which will be available at the office of the Association at all times.. The amounts of

such fines shall be reviewed and confirmed at each Annual General Meeting of the Association; and/or

- 25.2.4 take such other action including proceedings in Court, as they may deem fit.

- 25.3 In the event of the Trustees instituting any legal proceedings against any Member or resident on a stand 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 concerned, calculated as between attorney and client.

- 25.4 In the event of any breach of the rules by a Member or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Trustees may take or cause to be taken steps against the person actually committing the breach as they in their discretion may deem fit.

- 25.5 In the event of any Member disputing the fact that he has committed a breach of any of the rules, a committee of three Trustees appointed by the Chairman for that purpose 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 Chairman may direct.

- 27.5 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.

- 25.7 Notwithstanding anything to the contrary herein contained, the Trustees 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.

25.8 The Association may in a general meeting itself make any rules which the Trustees may make in terms of section 25.1 and may in a general meeting vary or modify any rules made by it or by the Trustees from time to time.

26. NOTICES OF MEETINGS

An Annual General Meeting and a meeting called for the passing of a special resolution, shall be called by at least 21 (TWENTY ONE) clear 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) clear days' notice in writing. In each case the notice shall be exclusive of the day on which it is given and the day on which the meeting will take place, 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 Trustees to such persons as are under these presents entitled to receive such notices from the Association, provided that a general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in these presents be deemed to have been duly called if it is so agreed

26.1 in the case of a meeting called as the Annual General Meeting by 95% (NINETY FIVE PER CENT) of the Members entitled to attend and vote thereat; and

26.2 in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 95% (NINETY FIVE PERCENT) of the total voting rights of all Members.

26.3 No notice of a meeting will be necessary if all the members of the Association

agree to a meeting or a resolution or a special resolution to be passed in writing.

27.1 The notice of General meeting shall, if such General Meeting is to be an Annual General Meeting, be accompanied by:

27.1.1 a report signed by the chairman reviewing the affairs of the Association for the past year;

27.2.2 in schedule form, the budget for the coming year;

27.2.3 a financial statement in conformity with generally accepted accounting practice, of the affairs of the Association and its finances and transactions as at the end of the financial year concerned.

27.2. Insofar as special notice may be required of a resolution, whether by any provision of the Act or these presents, then the provisions of Section 186 of the Act shall apply.

27.3. The Association shall comply with the provisions of Section 185 of the Act as to giving of notice and circulating statements on the requisition of Members.

27.4 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents, or in terms of the Act, or the non-receipt of any such notice, notification or document by any Member or other person entitled to receive same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

28. QUORUM

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Fifteen percent (15%) of the Members at a general meeting shall form the quorum of a general meeting.

29. If within half 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 Chairman of the meeting shall appoint, and if at an adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

30. AGENDA AT MEETINGS

In addition to any other matters required by the Act or these presents to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 30.1 The consideration of the Chairman's report;
- 30.2 The election of Trustees;
- 30.3 The consideration of any other matters raised at the meetings, including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;
- 30.4 The consideration of the accounts of the Association for the preceding financial year.
- 30.5 The consideration of the report of the auditors and the fixing of remuneration for the auditors.
- 30.6 The approval, with or without amendments, of the proposed budget of income and expenditure for the next financial period.

31. PROCEDURE AT GENERAL MEETINGS

The Chairman may, with the consent of any general meetings 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 of the business to be transacted at an adjourned meeting.

32. PROXIES

A member may be represented at a general meeting by a proxy, who need not be a Member of the Association. The instrument appointing a proxy shall be in writing and signed by the Member concerned or his agent, duly authorised in writing, but need not be in any particular form provided that, where a Member is more than 1 (ONE) person, a majority of those persons shall sign the instrument appointing a proxy on such Member's behalf.

- 33.** The instruments appointing a proxy and the power of attorney or any other authority under which it is signed shall be tabled at the meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (TWELVE) months from the date of its execution.
- 34.** A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Trustees at any time before a vote is taken in respect of which the proxy exercises such vote.

35. VOTING

At every general meeting:

- 35.1 The Developer shall have 30 (THIRTY) votes in addition to the votes conferred upon it in terms of Article 37.2 below, provided however, that this provision shall only apply during the Development Period.
- 35.2 Every Member, including the Developer, in person or by proxy and entitled to vote, shall have 1 (ONE) vote for each stand registered in his name.
- 35.3 If an stand is registered in the name of more than one person, then all such co-owners shall jointly have 1 (ONE) vote.
- 35.4 Any Member including the Developer holding undeveloped land in the Township shall have 1 (ONE) vote for each separate piece of land registered in his name.
36. Every Sectional Title scheme within the property shall form one voting pool, of which every owner of a sectional title unit within such a scheme shall be a member. One member of the body corporate of such a scheme shall be authorized to vote at a general or other meeting, which vote shall bear the weight of the collective votes of every owner of a sectional title unit within such a scheme. Members who are members of the association in lieu of their ownership of a sectional title unit within the property will thus not have the right to vote individually.
37. Save as expressly provided for in these presents, no person other than a Member duly registered and who shall have paid every levy and other sum, if any, which shall be due and payable to the Association in respect of or arising out of his Membership, and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy or voting pool, at any general meeting.

- 38.** At any general meeting, a resolution put to the vote of the meeting, shall be decided on a show of hands, unless a poll (before or on the declaration of the result of a show of hands) demanded by the Chairman or Members referred to in Section. 198(1)(b) of the Act and, unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority of negated, and an entry to that effect in the book containing the minutes of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or the proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- 38.1 If a poll is duly demanded, it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A Scrutineer shall be elected to determine the result of the poll. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which a show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.
- 38.2 A poll demanded on the election of a Chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question, shall be taken at such time as the Chairman of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.
- 39.** Every resolution and every amended resolution proposed for adoption by a general meeting shall, be seconded at the meetings, and if not so seconded, shall be deemed not to have been, proposed.
- 40.** An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a single 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.

41. Unless any Member present in person or by proxy at a general meeting shall, before closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hand or otherwise, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman 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.

42. ACCOUNTS

The accounts and books of the Association shall be open to inspection by Members at all reasonable times during business hours.

43. Once in each financial year, the accounts of the Association shall be examined and the correctness thereof ascertained by auditors. The duties of the auditors shall be regulated in accordance of Chapter 'X' of the Act.

44. SERVICE OF NOTICES

A notice may be served by the Association upon any Member at the address of any stand owned by him unless the Member have notified the Association, in writing, of another address for service of notices. Any notice served by post shall be deemed to have been served on the third day, following that on which the letter containing same was posted.

45. INDEMNITY

Every Trustee, servant, agent and employee of the Association and any Management agent, his employees, nominees or invitees, shall be indemnified by the Association against all costs, losses and expenses (including traveling expenses) which such person or persons may incur or become liable for by reason of any contract entered into or any act or deed done by such person or persons in the discharge of their respective duties, including in the case of a Trustee, his duties as a Chairman or vice-chairman. Without prejudice to the generality of the foregoing, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of a bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties.

46. GENERAL

46.1 Whenever they consider that the appearance of any land or building vested in a Member or Members is such as to be unsightly or injurious to the amenities of the surrounding area of the Township generally, the Trustees may serve notice on such Member or Members to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition.

46.2 In the event of the Member or Members failing within a reasonable time, to be specified in such notice, to comply therewith, the Trustees may take such steps as may be necessary, and recover the cost thereof from the Member or Members concerned, which cost shall be deemed to be a debt owing to the Association.

46.3 The Trustees shall be obliged in giving such notice to act reasonably.

47. In the event of the Association electing to provide a security and/or other services for Members in the Township, all Members shall be obliged:

47.1 to permit the installation of any equipment on the stand for the purpose of such

service as may be determined by the Association from time to time;

47.2 to make payment of the charges raised by the Association in respect of such services;

47.3 abide by such terms and conditions for the provision of such services as may be laid down by the Association from time to time.

48. CLEARANCE CERTIFICATE

No member shall transfer his stand until the Board of Trustees under the hand of one of its Members has certified that the Members have at date of transfer fulfilled all his financial obligations to the Association. No stand or any interest therein shall be alienated without the consent of the Association. Such consent shall not be withheld unless:

48.1 such Member is indebted to the Association in any way in respect of levies or other amounts which the Association may in terms of these presents be entitled to claim from him;

48.2 the proposed transferee has failed to agree to become a Member of the Association and to be bound by these presents;

48.3 such a Member remains in breach of any of the provisions of these presents or any rules after notice from the Trustees requiring him to remedy such breach.

49. The Trustees in issuing the certificate referred to in Article 49 above, shall be entitled to charge a reasonable fee therefor to be determined by the Trustees from time to time subject to review by the Association in a general meeting.

50. The provisions of these Articles shall be binding upon all Members and, insofar as they may be applicable to all persons occupying any stand by, through or under any Member, whatever the nature of such occupation. No member shall let or otherwise part with occupation of a stand without the consent of the Association, which consent shall only be withheld if the Association is not satisfied that the proposed occupier of the stand has complied with provisions of Article 49.

51. DELEGATION

The Trustees may delegate such of their powers to a Managing Agent as they may determine subject to any restriction imposed or direction given at any general meeting of the Association.

52. WINDING UP

The winding up of the company by the Members shall only be carried in to effect after two thirds of the Members present have supported the motion at an annual general meeting or at a special meeting.

53. MANAGING AGENT

53.1 The Trustees may, if required in terms of a resolution passed by a general meeting, appoint a managing agent in writing to control, manage and administer the affairs of the Association and to exercise such powers and duties as may be entrusted to the managing agent. If the agreement for the appointment of the management agent has not been reduced to writing within 30 (THIRTY) days of conclusion, it shall be voidable at the instance of either party.

53.2 A managing agent shall be appointed for a year at a time, and unless the Association notifies the managing agent to the contrary, such appointment will be automatically renewed from year to year.

53.3 The Trustees shall ensure that there is included in the contract of appointment of the managing agent a provision to the effect that if he is in breach of any of the provisions of his contract, or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the Trustees may, without notice, cancel such contract of appointment and the managing agent shall have no claim whatsoever against the Association or any of the members as a result of such cancellation.

53.4 The contract with the managing agent shall further provide for the appointment to be revoked and the managing agent shall cease to hold office in any of the following instances:

53.4.1 If the managing agent is a company and an order is made for its provisional or final liquidation; or, where the managing agent is a natural person, he surrenders his estate as insolvent or his estate is sequestrated;

53.4.2 if the managing agent is convicted of an offence involving fraud or dishonesty; or, where the managing agent is a company, any of its directors is convicted of an offence involving fraud and dishonesty;

53.4.3 If a special resolution of the members of the Association is passed to that effect.

54 NON PROFIT ASSOCIATION

54.1. The Association is not formed and does not exist for the purpose of carrying on any business that has as object the acquisition of gain by the Association or its individual member.

54.2. The income and assets of the Association shall be applied solely for the promotion of the objects for which it is established.

54.3 No part of the income or assets of the Association shall be paid, directly or indirectly, by way of dividend, donation or otherwise, to any person, save as provided for in the Articles of Association.

54.4 The Association shall not be entitled to carry on any trading or other profit-making activities or participate in any business, profession or occupation carried on by any of its members or provide to any of its members financial assistance or continuous service or facilities for the purpose of carrying on any business, profession or occupation.

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FORM CM 44C

MARULA HILL INDUSTRIAL PARK

EXTERNAL ARCHITECTURAL GUIDELINES**ROOFING:**

Sinacalume roof sheeting with 50mm 'factorylite' insulation at 5deg pitch to all buildings, with galvanized smoke ventilators where required.

EXTERNAL WALLS:

Satin Maize facebrick or red facebrick plinth 3000mm high to all facades.

Chromadeck frost white cladding above facebrick plinth to an eaves clearance height of 4500mm.

Canopies where required to be steel structure with chromadeck frost white cladding.

Entrance portals to office blocks to be of natural stone with aluminium framed doors / shopfronts. Office blocks to be maximum two storeys in height.

All external signage to be approved by the developer prior to manufacture and rigging.

PAVING AND LANDSCAPING:

All paving to roads and yards to be finished with 80 mm interlocking blocks.

All paving to parking areas and walkways to be finished with 60mm interlocking blocks.

Remaining areas of sites not developed or paved are to be completely landscaped to the developer's approval.