



SERENGETI ESTATES

FORGED BY NATURE

(Association incorporated in terms of section 21, "the SPOA")

MEMORANDUM OF ARTICLES OF ASSOCIATION

Form CM4

REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 1973

MEMORANDUM OF ASSOCIATION

OF A COMPANY NOT HAVING A SHARE CAPITAL

SECTION 21

(Section 54(1) Regulation 17(3))

Registration number of Company
2007/0130333/08

Paste revenue stamps here or franking machine stamp

SERENGETI GOLF AND WILDLIFE PROPERTY OWNERS ASSOCIATION

(Association incorporated in terms of section 21, "the SPOA")

Form CM4A

1. NAME:

(a) The name of the Association is :

SERENGETI GOLF AND WILDLIFE PROPERTY OWNERS
ASSOCIATION
(Association incorporated in terms of section 21)

(b) The name of the Association in the other official language of the Republic is:

NOT APPLICABLE.

(c) The shortened form of the name of the Association is:

“ the SPOA”

2. PURPOSE, DESCRIBING THE MAIN BUSINESS:

The main business which the Association is to carry on is:

"TO carry on business as a property owner's association in order to promote, advance and protect the common interest of its members".

3. MAIN OBJECT:

The main object of the Association is:

"To promote, advance and protect the communal interests of the owners and occupiers of the properties comprised in the development known as SERENGETI GOLF AND WILDLIFE ESTATE situate on VARIOUS EXTENSIONS OF WITFONTEIN TOWNSHIP and in particular in promoting such communal interest to provide and maintain internal, essential and community services, particularly roads and storm water drainage, as well as amenities, street lighting, communications and IT services and systems, parks, infra-structure, any buildings or property owned by the property Association, security, access and activities within any property situate in or administered by the Association."

4. ANCILLARY OBJECTS EXCLUDED:

None of the ancillary objects referred to in Section 33(1) of the Act are excluded from the unlimited ancillary objects of the Association.

5. POWERS:

5.1 The specific powers or part of any powers of the Association, if any, which are excluded from the plenary powers set out in Schedule 2 of the Act are the powers contained in paragraph (s).

5.2. The power set out in paragraph (k) which is amended to read as follows:

"To form and have an interest in any company or companies having the same or similar objects to the Association for the purpose of acquiring the undertaking of all or any other purpose which may seem directly or indirectly, calculated to benefit the Association, and to transfer to any such company or companies the undertaking of all or any of the assets or liabilities of the Association".

5.3 The power set out in paragraph (l) which is amended to read as follows:

"To amalgamate with other companies having the same or similar objects as the Association".

5.4 The power set out in paragraph (m) which is amended to read as follows:

"To take part in the management, supervision and control of the business or operations of any other company, corporation, trust or business is having the same or similar objects as the Association and to enter into partnerships having the same or similar objects as the Association".

5.5 The power set out in paragraph (n) which is amended to read as follows:

"To remunerate any person or persons in cash for services rendered in the formation of the Association or in the development or operation of its business".

5.6 The power set out in paragraph (o) which is amended to read as follows:

"To make donations, provided that no such donations may be made to the members of the Association and trustees".

5.7 The power set out in paragraph (r) which is amended to read as follows:

"To pay gratuities and pensions and establish pension schemes in respect of its bona fide employees".

6. CONDITIONS:

The special conditions which apply to the Association and the requirements additional to those prescribed by the Act for their alterations are as follows:

6.1 The income and property of the Association whensoever's derived shall be applied solely towards the promotion of its main object and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the Members of the Association or to its holding company or subsidiary: Provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer, professional or servant of the Association or to any Member thereof in return for any services actually rendered to the Association.

6.2 Upon its winding-up, deregistration or dissolution, the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institution or association or institutions having objects similar to its main object and which have similarly been exempted from the payment of Income Tax, to be

determined by the Members of the Association at or before the time of its dissolution or, failing such determination, by the Court.

6.3 All donations to the Association are irrevocable.

6.4 The provisions of the Articles of Association as stipulated in clause 57 of the Articles of Association, may not be amended, varied, deleted or rescinded, unless such amendment, variation, deletion or rescission is authorized by the relevant Division of the High Court who has jurisdiction over the Estate.

7. PRE-INCORPORATION CONTRACTS (IF ANY) : NIL

8. GUARANTEE:

8.1 The liability of members is limited to the amount referred to in paragraph 8.2 hereunder.

8.2 Each member undertakes to contribute to the assets of the Association in the event of its being wound-up while he is a member or within 1 (ONE) year thereafter, for payment of the debts and liabilities of the Association contracted before he ceased to be a member, and of the costs, charges and expenses of the winding-up and for the adjustment of rights of the contributories amongst themselves an amount of R10,00 (TEN RAND).

9. FINANCIAL YEAR:

The financial year of the Association ends on the last day of JUNE of each year.

Form CM4B

ASSOCIATION CLAUSE

WE, the several persons whose full names, occupations, residential, business and postal addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to become members of the Company.

Particulars of Subscriber

Signature and date

- Full names
LEONARDUS FRANCOIS VAN DER VYVER
Occupation: Property Developer
Residential address
27 Cormarant Street, Blue Gill
Kempton Park, 1619

Business address: 21 Villa Valencia, Anemoon
Street, Glen Marais, Kempton Park, 1619
Postal address: P O Box 11193
ASTON MANOR, 1630

Signature

Date 22 January 2007

Particulars of Witness

Signature and date

Full names : Honey Goosen
Occupation: Legal Secretary
Residential address: S21 Dromedaris,
C/r Pienaar & Van Riebeeck Street,
Nimrod Park, Kempton Park, 1619
Business address: 1st Floor 8 "Die Eike"
19 Long Street, Kempton Park, 1619
Postal address: P O Box 755
Kempton Park, 1620

Signature

Date: 22 January 2007

Particulars of Subscriber

Signature and date

- Full names
GIDEON ULRICH VAN DER VYVER
Occupation: Property Developer
Residential address
13 Savuti Security Lodge, 7th Avenue
Glen Marais, KEMPTON PARK, 1619
Business address: 21 Villa Valencia, Anemoon
Street, Glen Marais, Kempton Park, 1619
Postal address: P O Box 11193
Aston Manor 1630

Signature

Date 22 January 2007

Particulars of Witness

Signature and date

Full names : Honey Goosen
Occupation : Legal Secretary
Residential address : 21 Dromedaris,
C/r Pienaar & Van Riebeeck Street,

Nimrod Park, KEMPTON PARK, 1619
 Business address: 1st Floor 8 "Die Eike"
 19 Long Street, Kempton Park, 1619
 Postal address: P O Box 755
 Kempton Park, 1620

 Signature

Date 22 January 2007

Particulars of Subscriber

Signature and date

3. Full names
 DANIEL LOUIS SCHOON
 Occupation : Attorney
 Residential address: Plot 49 Kempton
 Park Agricultural Holdings, 49 Fried Street,
 Kempton Park, 1619
 Business address : 1st Floor 8 "Die Eike"
 19 Long Street, Kempton Park, 1619
 Postal address : P O Box 755
 KEMPTON PARK, 1620

 Signature

Date 22 January 2007

Particulars of Witness

Signature and date

Full names : Honey Goosen
 Occupation : Legal Secretary
 Residential address : 21 Dromedaris,
 C/r Pienaar & Van Riebeeck Street,
 Nimrod Park, KEMPTON PARK, 1619
 Business address: 1st Floor 8 "Die Eike"
 19 Long Street, Kempton Park, 1619
 Postal address: P O Box 755
 Kempton Park, 1620

 Signature

Date 22 January 2007

Particulars of Subscriber

Signature and Date

4. Full names: DESMOND LAWRENCE LINDER
 Occupation : Quantity Surveyor / Project Manager
 Residential address
 21 Blinkblaar Street, Zwartkop X4, Centurion
 Business address : 104 Aspen Crescent, Zwartkop X4,
 Centurion Postal address : PO Box 8207 Centurion,
 0046

 Signature

Date 22 January 2007

Particulars of Witness

Signature and date

Full names : Honey Goosen
 Occupation : Legal Secretary
 Residential address : 21 Dromedaris,
 C/r Pienaar & Van Riebeeck Street,
 Nimrod Park, KEMPTON PARK, 1619
 Business address: 1st Floor 8 "Die Eike"
 19 Long Street, Kempton Park, 1619
 Postal address: P O Box 755
 Kempton Park, 1620

 Signature

Date 22 January 2007

Particulars of Subscriber

5. Full names
LIEZL-THEA BRITS
Occupation : Conveyancer
Residential address
79 Malan Street, RIVIERA, Pretoria, 0084
Business address : 1st Floor 8 "Die Eike"
19 Long Street, Kempton Park, 1619
Postal address : P O Box 755
KEMPTON PARK, 1620

Signature and date

Signature

Date 22 January 2007

Particulars of Witness

Full names : Honey Goosen
Occupation : Legal Secretary
Residential address : 21 Dromedaris,
C/r Pienaar & Van Riebeeck Street,
Nimrod Park, KEMPTON PARK, 1619
Business address: 1st Floor 8 "Die Eike"
19 Long Street, Kempton Park, 1619
Postal address: P O Box 755
Kempton Park, 1620

Signature and date

Signature

Date 22 January 2007

Particulars of Subscriber

6. Full names
KEMBLA WESTDYK
Occupation : Marketing Manager
Residential address :
7 Goshawk Avenue, BLUE GILL,
Kempton Park, 1619
Business address : 1st Floor "Die Eike"
19 Long Street, KEMPTON PARK, 1619
Postal address : P O Box 755
KEMPTON PARK, 1620

Signature and date

Signature

Date 22 January 2007

Particulars of Witness

Full names : Honey Goosen
Occupation : Legal Secretary
Residential address : 21 Dromedaris,
C/r Pienaar & Van Riebeeck Street,
Nimrod Park, KEMPTON PARK, 1619
Business address: 1st Floor 8 "Die Eike"
19 Long Street, Kempton Park, 1619
Postal address: P O Box 755
Kempton Park, 1620

Signature and date

Signature

Date 22 January 2007

Particulars of Subscriber

Signature and date

7. Full names
JOHN CHRISTIAN HART
Occupation : Marketing Manager
Residential address :
14 Savuti Security Lodge, 7th Avenue
Glen Marais, KEMPTON PARK, 1619
Business address: 21 Villa Valencia, 24 Anemoon
Street, Glen Marais, Kempton Park, 1619
Postal address : P O Box 11193
Aston Manor, 1630

Signature

Date 22 January 2007

Particulars of Witness

Signature and date

Full names : Honey Goosen
Occupation : Legal Secretary
Residential address : 21 Dromedaris,
C/r Pienaar & Van Riebeeck Street,
Nimrod Park, KEMPTON PARK, 1619
Business address: 1st Floor 8 "Die Eike"
19 Long Street, Kempton Park, 1619
Postal address: P O Box 755
Kempton Park, 1620

Signature

Date 22 January 2007

REPUBLIC OF SOUTH AFRICA
COMPANIES ACT 1973

ARTICLES OF A COMPANY

NOT HAVING A SHARE CAPITAL AND NOT ACCEPTING
TABLE "A" CONTAINED IN SCHEDULE 1

(Section 60(1) Regulation (18))

Registration number of Association
2007/0130333/08

SERENGETI GOLF AND WILDLIFE PROPERTY OWNERS ASSOCIATION
(Association incorporated in terms of section 21)

The name of the Association is :

SERENGETI GOLF AND WILDLIFE PROPERTY OWNERS ASSOCIATION

(Association incorporated in terms of Section 21,"the SPOA")

A

The Articles of Table A contained in Schedule 1 to the Companies Act shall not apply to the Association.

B

The Articles of the Association is 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:

- a. "The Act" means the Companies Act, 1973 or any Act by which it is replaced;
- b. "Auditors" mean the Auditors of the Association;
- c. "Chairman" means the Chairman of the Board of Trustees;
- d. "The Association" means **SERENGETI GOLF AND WILDLIFE PROPERTY OWNERS ASSOCIATION**
- e. "Trustees" mean the Trustees of the Association who shall, for the purposes of the Act, be the Directors of the Association;
- f. "Managing Agent" means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association;
- g. "The Developer" means **AFRICAN KINGDOM HOLDINGS (PROPRIETARY) LIMITED** Registration No. 2003/005494/07, or successor in title.
- h. "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 including any electronic communication system being used by the property owners on the estate from time to time;
- i. "Unit" means an erf in the township zoned residential and/or a dwelling unit for a single family, as defined in the PERI URBAN TOWN PLANNING SCHEME, 1975, AS AMENDED FROM TIME TO TIME, OR ANY SCHEME REPLACING THE AFORESAID, with or without outbuildings, and whether held under tenure in terms of the Sectional Titles Act No. 66 of 1971, as amended, or situated on its own residential erf or individual subdivision of a residential erf, tenure of which may be registered in the Land Register of the Deeds Registry;
- j. "Non-residential unit" means an erf in the township not zoned for residential, access, road or park purposes but zoned for purposes of other use such as (without derogating from the generality of the a foregoing) hotel, business, school, religious, the golf course and country club facilities, clubhouse, nursery, village square, workshops, estate reception, equestrian, etc.

- k. "Conservation area" means any portion of land within the Estate utilised primarily for purposes of conservation of fauna and flora;
 - l. "Property Owners property" means any immovable property owned by the Association including roads, parks, access stands and stands zoned as private open spaces, excluding the golf course and related erven;
 - m. "The Estate" means the **SERENGETI GOLF & WILDLIFE ESTATE**, to be established on Portion 7, a portion of Portion 3 and the Remainder of Portion 4 of the Farm Witfontein, 16 IR, as well as the conservation area; containing units, non-residential units, common property, property owners property, stands, golf course and golf course related stands, and conservation areas in a security estate.
 - n. "Township" means all extensions of **WITFONTEIN TOWNSHIP** included in the development known as **SERENGETI GOLF AND WILDLIFE ESTATE**
 - o. "Member" means a member of the Association;
 - p. "Vice-Chairman" means the vice-chairman of the Board of Trustees;
 - q. "Development Period" means the period from the establishment of the Association until all Units permitted in terms of the applicable Town Planning Scheme have been built; alternatively, the Developer notifying the Association that the development of the Township has ceased, whichever is the earlier.
 - r. "Common property stands" means the stands in the Township on which the access, control, security, roads or private open spaces (excluding the golf course, clubhouse and any stands relating thereto, the non-residential units and conservation areas) are situated or servitude areas containing services or any other property owners property;
 - s. "Council" means **EKURHULENI METROPOLITAN MUNICIPALITY** or its successors in title;
 - t. "Out of play areas of the golf course corridors" means areas within the golf course corridors determined as out of play areas by the golf course owner from time to time.
- 1.2 Unless the context otherwise requires, any words importing the singular number shall also include the plural number and vice versa and words importing any one gender shall include the other two genders.
2. Subject as aforesaid, to any words or expressions defined in the Act or in the Sectional Titles Act, Act 95 of 1986, or any statutory modifications of such Acts 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. MEMBERSHIP:
- 3.1 Membership of the Association shall be limited to the Developer in its capacity as such (and represented by not more than 11 (ELEVEN) nominees) and to any other

person who is in terms of the Deeds Registries Act (and if applicable the Sectional Titles Act) reflected in the records of the Deeds Office concerned as the registered owner of any Unit, non-residential Unit or conservation area in the Township, or a party to a long term sale agreement registered in the Deeds Office, or an entity registered in the Deeds Office as a lessee of any Unit, non-residential Unit or conservation area in the Township.

3.2 Where any Unit, non-residential Unit or conservation area is owned by more than one person, all the registered owners of the Unit, non-residential unit or conservation area 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 Unit, non-residential Unit or conservation area, shall be jointly and severally liable for the due performance of any obligation to the Association.

3.3 When a person becomes the registered owner of a Unit, non-residential Unit or conservation area, he shall *ipso facto* become a member of the Association, and when he ceases to be the owner of any Unit, non-residential unit or conservation area in the Township, he shall *ipso facto* cease to be a member of the Association.

3.4 No member shall sell, let or otherwise part with occupation of his Unit or non-residential Unit, whether temporarily or otherwise, unless he has agreed with the proposed occupier of such Unit as a *stipulatio alteri* in favour of the Association that such occupier shall be bound by all the terms and conditions of these presents.

3.5 A registered owner of a Unit, non-residential Unit or conservation area may not resign as a Member of the Association.

3.6 The rights and obligations of a Member shall not be transferable and every Member shall :

3.6.1 To the best of his ability further the objects and interest of the Association;

3.6.2 Observe all Terms and Conditions of the Developer's Sale Agreement, Rules and Regulations, Architectural and Landscaping Guidelines and Builder's Code of Conduct made by the Association or the Trustees from time to time; 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 that Member's Unit.

4. LEVIES:

4.1 The Trustees may from time to time impose levies upon the Members for the purpose of meeting all present and future 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 and without derogating from the generality hereof, with specific reference to the maintenance of the communal internal services.

4.2 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, or any amount due and payable to the Association, provided that such rate of interest shall not exceed the

rate laid down in terms of the Limitation and Disclosure of Finance Charges Act No. 173 of 1968, as amended.

- 4.3 The Trustees shall also be empowered to determine and collect any fines, penalties, administrative fees or arrears as they may deem necessary from time to time and shall be entitled to pay any accounting fees necessary for determination, accounting and collection of any amounts due to the Association of whatsoever nature.
- 4.4 Any amount due by a Member by way of levy, interest or fines shall be a debt due by him to the Association. The obligation of a Member to pay a levy, interest or fine shall not cease upon his ceasing to be a Member, without prejudice to the Association's right to recover arrear levies, interest or fines. No levies, interest or fines 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, non-residential Unit or conservation area shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that Unit, non-residential Unit or conservation area, to pay the levy, interest or fines thereon attributable to that Unit, non-residential Unit or conservation area, jointly or severally with the previous member.
- 4.5 A Member shall not be entitled to transfer a Unit without a Clearance Certificate from the Association stating that provisions of the Articles of Association of the Association, Rules and Regulations, Builders' Code of Conduct and Architectural Guidelines have all been complied with.
- 4.6 As the Estate has a golf course, country club facilities, wetlands and conservation areas as its main features, there is an obligation imposed on all owners to contribute to the maintenance of these facilities. All owners derive benefit from the maintenance of these facilities, whether they play golf or not and whether or not they access the wetlands and conservation area. Accordingly, a portion of the levy goes towards the maintenance of the:
- 4.6.1 Out of play areas of the golf course corridors,
 - 4.6.2 Golf and country club facilities
 - 4.6.3 Wetlands, and
 - 4.6.4 Conservation area
- 4.7 After the Development Period, the amount of such components of the levies to be imposed by the Trustees shall not be lower than such components of the levy determined by the Developer in the last year of the development period, plus an increase in accordance with CPI.
- 4.8 Notwithstanding anything else to the contrary contained herein it is specifically recorded that:
- 4.8.1 The properties on which the School, Village Square, Nursery, Equestrian Centre and Hotel are situated will pay levies determined by the Developer from time to time during the Development Period. After the Development Period, the amount of such levies to be imposed by the Trustees shall not be higher than the levy determined by the Developer in the last year of the development period, plus an increase in accordance with CPI;
 - 4.8.2 The properties on which the Golf Course, Clubhouse, Spa, Workshops and Country Club Facilities and service areas are situated will not be levied.

5. RULES

5.1 Subject to any restriction imposed in the Articles of Association or direction given at a general meeting of the Association, the Trustees may from time to time make rules or regulations in regard to issues such as (without derogating from the generality of the a foregoing):

- 5.1.1 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 Township, 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 Township;
- 5.1.2 The siting of all buildings, outbuildings, structures of any nature and all additions and alterations to any thereof;
- 5.1.3 The standards and guidelines for the design of all site works, buildings, structures, installations and projections on the properties in the Township, including but not limited to aerials, pergolas, side walls, swimming pools, awnings, jacuzzis, carports and paved pathways.
- 5.1.4 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.
- 5.1.5 The right to prohibit, restrict or control the keeping of any animal;
- 5.1.6 The placing or fixing of signage, ornamentation, embellishments or any aesthetical elements or landscaping upon the land or outside of buildings including the power to remove any such objects;
- 5.1.7 The conduct of any persons within the Township for the prevention of damage, injury or nuisance of any nature to any Member;
- 5.1.8 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 and/or residents in the Township.
- 5.1.9 The maintenance of the internal roads, cart paths, conservation areas, out of play areas of the golf course corridors, social and sport facilities, parks, electricity, storm water, security and all improvements, infra-structure or land owned by the Association.
- 5.1.10 The crossing and/or closure of any bridges on the Estate.
- 5.1.11 Rules relating to the membership of Members of the Country Club and the maintenance of the facilities of the Country Club. Country club membership does not entitle any member to golf playing privileges.
- 5.1.12 Rules relating to the landscaping design for all units and non-residential units, including (but not limited to) design, plant species, grass type, etc.

- 5.1.13 Speed limits in the Estate and the enforcement thereof.
 - 5.1.14 The drafting of a Budget, Bases of allocation of costs and Associated rules.
 - 5.1.15 The Security and Access Control and those measures to ensure the integrity of the Estate
 - 5.1.16 The use of roads and associated rules
 - 5.1.17 The Sporting, Recreation and Community facilities
 - 5.1.18 The Conservation Area
 - 5.1.19 The making of General rules that relates to the general consideration by all members and residents for all other members and all users of the Estate.
 - 5.1.20 The Lease/Sale of a Unit
 - 5.1.21 The Failure by any Owner, or Contractor appointed by him, to comply with the rules.
 - 5.1.22 The Consolidation of erven.
 - 5.1.23 The making of rules that relates to the appointment and regulation of Estate Agents
 - 5.1.24 Rules relating to Building Control period and penalties.
- 5.2 For the enforcement of any of the rules made by the Trustees in terms hereof, the Trustees may:
- 5.2.1 Give notice to the Member concerned requiring him to perform such obligation or to remedy such breach within such period as the Trustees may determine;
 - 5.2.2 Take or cause to be taken such steps as they may consider necessary to perform such obligation or 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
 - 5.2.3 Impose a system of fines or other penalties in the sole discretion of the Trustees; and/or
 - 5.2.4 Take such other action including proceedings in Court, as they may deem fit.
- 5.3 In the event of the Trustees instituting any legal proceedings against any Member or resident within the Township 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.

- 5.4 In the event of any breach of the rules by the members of any Member's family, household, his guests, servants, lessees or clients, 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 such steps against the person actually committing the breach as they in their discretion may deem fit.
- 5.5 In the event of any Member disputing the fact that he has committed a breach of any of the rules, a committee of 3 (THREE) Trustees appointed by the Chairman for the 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, and the finding of such committee will be final and binding on the parties.
- 5.6 Any fine imposed upon any Member shall be reflected on the Member's monthly statement and be deemed to be a debt due by the Member to the Association and shall be recoverable by ordinary civil process.
- 5.7 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.
- 5.8 The Association may in general meeting itself make any rules which the Trustees may make and may in a General Meeting vary or modify any rules made by it or by the Trustees from time to time.
- 5.9 Restriction of powers of Trustees and Association to amend Rules:
- 5.9.1 It is recorded that neither the Trustees nor the Members shall at any time make any rule or take any decision (which are more onerous than the normal rules of access in the estate) which will restrict access of any person to any non-residential property which will in any way negatively influence the owner of such non-residential property in utilising such property for the purposes for which it was planned, intended or zoned.
- 5.9.2 The following Rules are entrenched in these presents and may not be amended, deleted, rescinded or omitted, unless so authorised by a competent Court who has jurisdiction over the estate:
- 5.9.2.1 No trees may be cut down or removed from the common property areas on the Estate without the written permission from the Association. Trees on the Golf Course corridors may not be cut down (nor may the landforms on such corridors be amended) without the permission of the golf course owner.
- 5.9.2.2 The Owners of the golf course has the right to stage golf tournaments in the Estate.
- 5.9.2.3 The architectural and landscaping guidelines may be amended from time to time during the development period. However, the architectural and landscaping guidelines in place at the expiry of the development period may not be amended without the consent of the golf course owner, estate architect and estate landscaping architect.

- 5.9.2.4 The Association and all its members indemnify East Rand Water (ERWAT) against any damage of whatsoever nature caused by the supply of water by ERWAT to the Estate.
 - 5.9.2.5 The Association indemnifies the local authority against any and all claims regarding the maintenance and the provision of any roads and storm water services in the development, and any damage to the paving which may be caused by any emergency vehicle or any vehicle of the Local Authority that is involved in any maintenance of services.
- 5.10 Conflict of existing practice with new Rules:
- 5.10.1 Existing practices in conflict with the new rules shall cease immediately, otherwise resolved as follows:
 - 5.10.1.1 Where a specific conflict arises between a new rule and an existing practice of long standing and an owner feels legitimately aggrieved, the Board may be approached via the Estate Manager, requesting (or the Board in its own right may decide) consideration be given to allow the partial or total relaxation of the new rule, to permit the existing practice to remain, or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Board's discretion and shall be binding on all parties.

6. TRUSTEES

- 6.1 There shall be a Board of Trustees of the Association which shall consist of not less than 8 (EIGHT) and not more than 21 (TWENTY-ONE) Members;
- 6.2 A Trustee shall be an individual but need not himself be a Member 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 11 (ELEVEN) appointments by the Developer, 1 (ONE) appointment by the school, and 2 (TWO) appointments by the owners of the Golf Course. Any other Trustees to be appointed to office shall be elected by the Members in general meeting, the Developer being entitled in voting on the election of such Trustees, to exercise the voting rights conferred upon it by Article 33. The first Trustees shall on registration of the Association be appointed by the Developer.
- 6.4 It is recorded that after the development period:
- 6.4.1 The bodies corporate in respect of the sectional title units shall be entitled to appoint 1 (One) trustee to serve on the Board, representing the interests of all such bodies corporate.
 - 6.4.2 The owners of each of the facilities referred to in clause 4.8.1 above shall each be entitled to appoint 1 (One) trustee to the Board.
 - 6.4.3 The owners of the Golf Course shall be entitled to appoint 2 (Two) trustees to the Board.

6.4.4 The entity controlling the Conservation Area shall be entitled to appoint 1 (One) trustee to the Board.

6.5 Only the Trustees appointed by the Developer and the owners of the Golf course in terms of clause 6.3 and 6.4.3 above shall be entitled to grant a proxy to another trustee to act and vote on his or her behalf during meetings of the Board.

7. REMOVAL AND ROTATION OF TRUSTEES

Save as set out in article 9 below, and subject to article 6 above, each Trustee shall continue to hold office as such from the date of his appointment to office until the Annual General Meeting next 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 His having become disqualified to act as director in terms of the provisions of the Act;

8.2 His being removed from office as provided in Section 220 of the Act;

8.3 In the event of his being a Member of the Association, his being disentitled to exercise a vote in terms of Article 34 below.

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 a person nominated by those remaining for the time being of 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 The Trustees shall within 14 (FOURTEEN) days after each Annual General Meeting appoint from their number 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 his ceasing to be a Trustee for any reason. No 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 of such office.

10.2 Except as otherwise provided, the Chairman shall preside at all meetings of the Board of Directors 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 by the meeting.

11. TRUSTEES' EXPENSES

11.1 Trustees shall be entitled to be repaid all reasonable and **bona fide** expenses incurred by them respectively and compensation in or about the performance of their duties as Trustees.

12. POWER OF TRUSTEES

12.1 Subject to the express provisions of these presents, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of employees and of the Managing Agent, may 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 general meeting, subject however, to such rules as may have been made by the Association in general meeting or as may be made by the Trustees from time to time;

12.2 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, a managing agent and any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Trustees and on such terms as the Trustees shall decide.

12.3 The Trustees shall further have power:

12.3.1 To require that any works being constructed within the Township, excluding any construction works by the Developer, be supervised to ensure that the provisions of these presents and the rules are complied with and that all work is performed in a proper and workmanlike manner, the cost whereof will be payable by the particular member;

12.3.2 To issue an architectural design manual in respect of the Township, containing the architectural and landscape guidelines and builders code of conduct.

13. The Board of Trustees shall have the right to co-opt onto the Board any person or persons chosen by it. A co-opted Trustee need not necessarily be a Member of the Association and shall not have voting rights at Board meetings.

14. APPOINTMENT OF COMMITTEES

14.1 During the development period, the Developer shall have the sole right to appoint the Managing Agent and/or Estate Manager. The Trustees shall be entitled to appoint committees consisting of such number of their Members and such outsiders, including the Managing Agent (after the development period), as they may deem fit and to delegate to such committees such of their functions, power 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.

14.2 The Trustees shall appoint an architectural review committee which shall consist of:

14.2.1 a practising professional architect duly qualified to practise as such for his own account in the Republic of South Africa, should the Trustees regard this as necessary; and

14.2.2 Such other members as the Trustees may determine from time to time.

- 14.3 Members of the architectural review committee shall not necessarily be required to be Members of the Association.
- 14.4 All plans for all buildings, outbuildings, structures, additions and alterations to be submitted in terms of article 27.3 below shall be submitted by the Trustees to the architectural review committee and the Trustees shall not approve any plan in terms of article 27.3 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 relevant COUNCIL in respect of the total development of the township and the rules and architectural guidelines. The Trustees may, if they deem fit, delegate to the architectural review committee their functions and powers in terms of article 27.3
- 14.5 The Trustees may enter into agreements with the said COUNCIL for the maintenance of the internal sewer and water pipelines and registration of such servitudes required by the said COUNCIL for the installation and maintenance of any internal services; and to enter into all such agreements, and to sign such documents which may be necessary for the implementation thereof, or anything incidental thereto.
- 14.6 The Trustees must take transfer of the common property stands in the township into the name of the Association and all documents required to be signed for the transfer of the stands into the name of the Association will be signed by any two trustees nominated by the Board of Trustees.
- 14.7 The construction and maintenance of the common property stands and servitude areas shall be the responsibility of the Developer until the transfer thereof into the name of the Association upon which responsibility will pass to the Association.
- 14.8 The Association shall have full responsibility for the functioning and proper maintenance of the common property stands and service servitude areas and the engineering services contained thereon. The local authority shall not be liable for the defectiveness of the surfacing of the roadway and/or any essential services in this regard.
15. PROCEEDINGS OF TRUSTEES
- 15.1 The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.
- 15.2 The QUORUM necessary for the holding of any meetings of the Trustees shall be 8 (EIGHT) TRUSTEES present personally (subject to clause 6.5) 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 (subject to clause 6.5). 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.
- 15.3 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 law relating to the keeping of minutes of meetings of directors of companies. The Trustees Minute Book shall be open for inspection during business hours by any Trustee, the Auditors, any Member and the Managing Agent.

15.4 Save as provided in these presents, the proceedings of any Trustees Meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.

15.5 A resolution signed by the chairman of the Trustees Meeting shall be valid in all respects as if it had been duly passed at a meeting of the Board of Trustees.

16. GENERAL MEETINGS OF THE ASSOCIATION

16.1 The Association shall hold general meetings to be known and described in the notices calling such meetings as annual general meetings and such meetings shall be held -

16.1.1 In the case of the first such meeting, within a period of 12 (TWELVE) months after the date of the first transfers of units have been effected; and

16.1.2 Thereafter within not more than 90 (NINETY) days after the end of each ensuing financial year.

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

16.3 All general meetings other than Annual General Meetings shall be called extraordinary general meetings.

16.4 The Trustees may, whenever they think fit, convene an extraordinary general meeting, and an extraordinary general meeting shall also be convened on a requisition made in terms of section 181 of the Act, or in default, may be convened by the requisitionists as provided by and subject to the provisions of that section.

17. NOTICE OF MEETINGS

17.1 An Annual General Meeting or a meeting called for the passing of a special resolution, shall be called by 21 (TWENTY-ONE) CLEAR DAYS' notice in writing at least, and an extraordinary general meeting, other than one called for the passing of a special resolution, shall be called for by 14 (FOURTEEN) CLEAR DAYS' notice in writing at the least. 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 other 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 :

17.1.1 In the case of a meeting called as the Annual General Meeting by 75% (SEVENTY FIVE PER CENTUM) of the Members entitled to attend and vote thereat; and

17.1.2 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 75% (SEVENTY FIVE PER CENTUM) of the total voting rights of all Members.

18. SPECIAL NOTICE OF RESOLUTION

18.1 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.

18.2 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.

18.3 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 the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

19. QUORUM

19.1 No business shall be transacted at any meeting of members unless a quorum is present when the meeting proceeds to business. 50 (FIFTY) Members personally present shall form a quorum.

19.2 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 the 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.

20. AGENDA AT MEETINGS

20.1 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:

20.1.1 The consideration of the Chairman's report;

20.1.2 The election of Trustees;

20.1.3 The consideration of any other matters raised at the meeting, including any resolutions proposed for adoption, (which must be received in writing 7 (SEVEN) DAYS prior to the meeting or accepted by the Chairman in his sole discretion at the meeting) by such meeting and the voting upon any such resolutions;

20.1.4 The consideration of the accounts of the Association for the preceding financial year;

20.1.5 The consideration of the report of the Auditors and the fixing of remuneration for the Auditors.

21. ADJOURNMENT OF MEETINGS

21.1 The Chairman 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.

21.2 If within half an hour after the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved; in any other case it shall stand adjourned to a day not earlier than seven days and not later than twenty-one days after the date of the meeting and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the ordinary members present in person or by proxy shall be a quorum.

22. PROXIES

22.1 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 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 Members' behalf.

22.2 The instrument appointing a proxy and the power of attorney or any other authority under which it is signed shall be handed to the Chairman or Secretary of the Trustees at least 48 (FORTY EIGHT) HOURS prior to the meeting and 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.

22.3 A vote given in accordance with the terms of a proxy shall be valid notwithstanding the death of the principal or revocation of the proxy, unless notice of the death or revocation has been received by the Trustees in writing before a vote is taken in respect of which the proxy exercises such vote.

23. VOTING

23.1 At every General Meeting:

23.1.1 Every Member, excluding the Developer, in person or by proxy and entitled to vote, shall have 1 (ONE) vote for each Unit registered in his name.

23.1.2 If a Unit is registered in the name of more than 1 (ONE) person, then all such co-owners shall jointly have 1 (ONE) vote.

- 23.1.3 The Members controlling the school, equestrian centre, hotel, village square, golf course and nursery shall each have 20 (TWENTY) votes.
- 23.1.4 The Developer shall in person or by proxy and entitled to vote, have 200 (TWO HUNDRED) votes for each un-transferred proclaimed stand in the development, during the development period.
- 23.2 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, at any general meeting.
- 23.3 Unless the Chairman of the meeting otherwise directs, all voting shall be on a show of hands.
- 23.4 Every resolution and every amended resolution proposed or adopted by a general meeting shall be seconded at the meeting and, if not so seconded, shall be deemed not to have been proposed.
- 23.5 Any 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.
- 23.6 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 Chairman 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 of 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 lost, 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.

24. ACCOUNTS

- 24.1 The accounts and books of the Association shall be open to inspection of Members at all reasonable times during business hours. Any costs or fees occasioned by such inspection calculated at market related prices will be paid by such Member and which will *inter-alia* include the cost of time of any employee or professionals acting on behalf of the Association.
- 24.2 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 with Chapter "X" of the Act.

25. SERVICE OF NOTICES

- 25.1 A notice may be served by the Association, by e-mail to the Member's e-mail address on record or by registered post, upon any Member at the address of any Unit owned by him, unless the Member shall have notified the Association

of another address for service of notices. Any notice served by post shall be deemed to have been served on the day but 1 (ONE) following that on which the letter containing the same was posted.

26. INDEMNITY

- 26.1 Every Trustee, servant, agent and employee of the Association and any Managing Agent, his employees, nominees or invitees, shall be indemnified by the Association against all costs, losses and expenses (including travelling 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 Chairman or Vice-Chairman.
- 26.2 Without prejudice to the generality of the a foregoing, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any **bona fide** act, deed or letter done or written by him jointly and severally in connection with the discharge of his duties.

27. GENERAL

- 27.1 Whenever they consider that the appearance of any unit, non residential unit 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 or fail to comply with the Architectural Guidelines, 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 or failure. 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 costs shall be deemed to be a debt owing to the Association.
- 27.2 The Trustees shall be obliged in giving such notice to act reasonably.
- 27.3 No person, other than the Developer, shall within the Township commence with the construction of any building or structure, or any additions or alterations thereto unless he has :
- 27.3.1 submitted to the Trustees, 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 Local Authority having jurisdiction over the Township and such plans have been duly approved; and
- 27.3.2 made available any such additional plan or information relating to the proposed building, structure, alterations or additions as the Trustees may require;
- 27.3.3 has complied in all respects with the architectural and landscaping guidelines;
- 27.3.4 has obtained approval of the plan from the Association and the Council or Local Authority.
- 27.4 No person, other than the Developer shall be entitled to occupy any construction, building or structure unless he is in possession of an occupation

certificate issued by the Association and an occupation certificate issued by the Local Authority.

27.5 The trustees shall have the power :

27.5.1 to charge a fee for the examination and approval or refusal of building plans;

27.5.2 in approving any plan, to lay down such reasonable condition as they may deem fit.

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

27.6.1 Such member is indebted to the Association in any way in respect of levies, fines or other amounts which the Association may in terms of these presents be entitled to claim from him;

27.6.2 The proposed transferee has not agreed in writing to become a Member of the Association;

27.6.3 Such Member remains in breach of any of the provisions of these presents, the Developer's Sale Agreement, the Rules and Regulations or the Architectural Guidelines, after notice from the Trustees requiring him to remedy such breach.

27.7 The Trustees in issuing the certificate referred to in article 27.6 above shall be entitled to charge a reasonable fee therefore to be determined by the Trustees from time to time subject to review by the Association in General Meeting.

27.8 The provisions of these articles shall be binding upon all Members, and, insofar as they may be applicable to all persons occupying any Unit by, through or under any Member, whatever the nature of such occupation. No Member, except for owners of non-residential Units, shall let or otherwise part with the occupation of his Unit without the consent of the Association.

27.9 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.

28. ERVEN TRANSFERRED TO ASSOCIATION

28.1 All erven in the TOWNSHIP which the Developer in its sole discretion may decide or which are or will be zoned as set out in 28.2, shall be transferred to the ASSOCIATION as set out in the Conditions of Establishment of the TOWNSHIP.

28.2 The Association shall have full responsibility for the functioning and proper maintenance of the ACCESS ERVEN, roads and the PARK ERVEN (excluding the golf course) and the essential services contained therein.

- 28.3 The Ekurhuleni Metropolitan Municipality (hereinafter referred to as the COUNCIL) shall not be liable for the malfunction of the surfacing of the ACCESS ERVEN, the storm water draining systems and any essential services in or on the ACCESS ERVEN, with the exception of the water, sewerage system and electrical supply.
- 28.4 Each member of the Association shall have free access over the ACCESS ERVEN to afford them access to a public road.
- 28.5 Each member of the Association shall have free entrance to the PARK ERVEN (excluding the golf course).
- 28.6 The Association shall not apply for de-registration at the Registrar of Companies without the prior written consent of the COUNCIL first having been obtained.
- 28.7 The Articles of the Association shall not be amended, as far as it related to 28.1 to 28.6 above, without the written consent of the COUNCIL first being had and obtained.
29. WINDING UP
- 29.1 The winding up of the company by the Members shall only be carried into effect after two thirds of the Members present have supported the motion at an Annual General Meeting or at a Special Meeting, and shall be carried out in accordance with the provisions of sub-clause 6.2 of the Memorandum of Association of the Company.
30. ACCESS TO GOLF COURSE BY NON RESIDENTS AND NON MEMBERS
- 30.1 It is recorded that the owners of the Golf Course reserves the right of admission to the Golf Course and to allow access to the Golf Course to any non member or non resident person(s) for the purpose of the proper functioning of the Golf Course.
- 30.2 The owners of the Golf Course may restrict access to certain parts of the Golf Course and Golf Course corridors in their sole discretion.
- 30.3 During the course of a tournament, the owners of the golf Course shall be liable for the arrangement of security access to the estate of all spectators, sponsors, media and related persons, as well as for the arrangement of the restriction of access of such persons to residential units of members of the Association.
- 30.4 Pupils of the school, hotel guests and members of the equestrian centre shall have access to the Golf Course and use of Golf Course corridors by prior arrangement with the owners of the Golf Course.
31. USE OF AND ACCESS TO CONSERVATION AREA
- 31.1 It is recorded that all members of the Association, Estate residents, hotel guests, as well as members and pupils of the school and Equestrian Centre shall have access to and use of the Conservation area. The access and use of the Conservation area shall be pre-determined after consultation with the trustees of the Conservation area. The conservation area may never be developed for residential, commercial or similar purposes.

32. RULES AND POLICY REGARDING USE OF UNITS FOR BUSINESS PURPOSES

32.1 It is recorded that the Trustees shall have the right to determine policy and to issue policy guidelines in respect of the following:

32.1.1 Home Offices;

32.1.2 Guest Houses

32.1.3 2nd dwelling / Granny Flats

32.2 No units may be used for the purpose of Home Office or Guest House and no granny Flat shall be erected save with the explicit permission in writing of the Trustees.

32.3 No unit may be utilised for the conducting of an estate agency or any business relating to the sale and/or rental of immovable property.

33. AMENDMENT, VARIATION, DELETION OR RESCISSION OF THE ARTICLES OF ASSOCIATION

33.1 Notwithstanding any provision in these Articles of Association, it is recorded that the following provisions of these Articles of Association may not be amended, varied, deleted or rescinded, unless such amendment, variation, deletion or rescission is authorized by the relevant Division of the High Court who has jurisdiction over the Estate:

33.1.1 Clauses 4.6.

33.1.2 Clause 4.8 (including 4.8.1 and 4.8.2).

33.1.3 Clause 5.9 (including 5.9.1 and 5.9.2 (5.9.2.1, 5.9.2.2, 5.9.2.3 incl)).

33.1.4 Clause 6.4.

33.1.5 Clause 30.

33.1.6 Clause 31.

33.1.7 Clause 32.2.

33.1.8 Clause 33.

SIGNATORIES TO ARTICLES OF ASSOCIATION OF SERENGETI GOLF AND WILDLIFE PROPERTY OWNERS ASSOCIATION

Particulars of Subscriber**Signature and date**

1. Full names
 LEONARDUS FRANCOIS VAN DER VYVER
 Occupation: Property Developer
 Residential address
 27 Cormarant Street, Blue Gill
 Kempton Park, 1619
 Business address: 21 Villa Valencia, Anemoon
 Street, Glen Marais, Kempton Park, 1619
 Postal address: P O Box 11193
 ASTON MANOR, 1630

Signature

Date 22 January 2007

Particulars of Witness**Signature and date**

Full names : Honey Goosen
 Occupation: Legal Secretary
 Residential address: S21 Dromedaris,
 C/r Pienaar & Van Riebeeck Street,
 Nimrod Park, Kempton Park, 1619
 Business address: 1st Floor 8 "Die Eike"
 19 Long Street, Kempton Park, 1619
 Postal address: P O Box 755
 Kempton Park, 1620

Signature

Date: 22 January 2007

Particulars of Subscriber**Signature and date**

2. Full names
 GIDEON ULRICH VAN DER VYVER
 Occupation: Property Developer
 Residential address
 13 Pretorius Street, Van Riebeeck Park
 Kempton Park, 1619
 Business address: 21 Villa Valencia, Anemoon
 Street, Glen Marais, Kempton Park, 1619
 Postal address: P O Box 11193
 Aston Manor 1630

Signature

Date 22 January 2007

Particulars of Witness**Signature and date**

Full names : Honey Goosen
 Occupation : Legal Secretary
 Residential address : 21 Dromedaris,
 C/r Pienaar & Van Riebeeck Street,
 Nimrod Park, KEMPTON PARK, 1619
 Business address: 1st Floor 8 "Die Eike"
 19 Long Street, Kempton Park, 1619
 Postal address: P O Box 755
 Kempton Park, 1620

Signature

Date 22 January 2007

Particulars of Subscriber

3. Full names
 DANIEL LOUIS SCHOON
 Occupation : Attorney
 Residential address: Plot 49 Kempton
 Park Agricultural Holdings, 49 Fried Street,
 Kempton Park, 1619
 Business address : 1st Floor 8 "Die Eike"
 19 Long Street, Kempton Park, 1619
 Postal address : P O Box 755
 KEMPTON PARK, 1620

Signature and date

 Signature

Date 22 January 2007

Particulars of Witness

Full names :
 Honey Goosen
 Occupation : Legal Secretary
 Residential address : 21 Dromedaris,
 C/r Pienaar & Van Riebeeck Street,
 Nimrod Park, KEMPTON PARK, 1619
 Business address: 1st Floor 8 "Die Eike"
 19 Long Street, Kempton Park, 1619
 Postal address: P O Box 755
 Kempton Park, 1620

Signature and date

 Signature

Date 22 January 2007

Particulars of Subscriber

4. Full names:
 DESMOND LAWRENCE LINDER
 Occupation : Quantity Surveyor / Project Manager
 Residential address
 21 Blinkblaar Street, Zwartkop X4, Centurion
 Business address : 104 Aspen Crescent,
 Zwartkop X4, Centurion
 Postal address : PO Box 8207 Centurion, 0046

Signature and Date

 Signature

Date 22 January 2007

Particulars of Witness

Full names : Honey Goosen
 Occupation : Legal Secretary
 Residential address : 21 Dromedaris,
 C/r Pienaar & Van Riebeeck Street,
 Nimrod Park, KEMPTON PARK, 1619
 Business address: 1st Floor 8 "Die Eike"
 19 Long Street, Kempton Park, 1619
 Postal address: P O Box 755
 Kempton Park, 1620

Signature and date

 Signature

Date 22 January 2007

Particulars of Subscriber

5. Full names
LIEZL-THEA BRITS
Occupation : Conveyancer
Residential address
79 Malan Street, RIVIERA, Pretoria, 0084
Business address : 1st Floor 8 "Die Eike"
19 Long Street, Kempton Park, 1619
Postal address : P O Box 755
KEMPTON PARK, 1620

Signature and date

Signature

Date 22 January 2007

Particulars of Witness

Full names : Honey Goosen
Occupation : Legal Secretary
Residential address : 21 Dromedaris,
C/r Pienaar & Van Riebeeck Street,
Nimrod Park, KEMPTON PARK, 1619
Business address: 1st Floor 8 "Die Eike"
19 Long Street, Kempton Park, 1619
Postal address: P O Box 755
Kempton Park, 1620

Signature and date

Signature

Date 22 January 2007

Particulars of Subscriber

6. Full names
KEMBLA WESTDYK
Occupation : Marketing Manager
Residential address :
7 Goshawk Avenue, BLUE GILL,
Kempton Park, 1619
Business address : 1st Floor "Die Eike"
19 Long Street, KEMPTON PARK, 1619
Postal address : P O Box 755
KEMPTON PARK, 1620

Signature and date

Signature

Date 22 January 2007

Particulars of Witness

Full names : Honey Goosen
Occupation : Legal Secretary
Residential address : 21 Dromedaris,
C/r Pienaar & Van Riebeeck Street,
Nimrod Park, KEMPTON PARK, 1619
Business address: 1st Floor 8 "Die Eike"
19 Long Street, Kempton Park, 1619
Postal address: P O Box 755
Kempton Park, 1620

Signature and date

Signature

Date 22 January 2007

Particulars of Subscriber

Signature and date

7. Full names

JOHN CHRISTIAN HART

Occupation : Marketing Manager

Residential address :

14 Savuti Security Lodge, 7th Avenue

Glen Marais, KEMPTON PARK< 1619

Business address: 21 Villa Valencia, 24 Anemoon

Street, Glen Marais, Kempton Park, 1619

Postal address : P O Box 11193

Aston Manor, 1630

Date 22 January 2007

Particulars of Witness

Signature and date

Full names :

Honey Goosen

Occupation : Legal Secretary

Residential address : 21 Dromedaris,

C/r Pienaar & Van Riebeeck Street,

Nimrod Park, KEMPTON PARK, 1619

Business address: 1st Floor 8 "Die Eike"

19 Long Street, Kempton Park, 1619

Postal address: P O Box 755

Kempton Park, 1620

Signature

Date 22 January 2007