



CYCAD ESTATE

CYCAD ESTATE HOME OWNERS ASSOCIATION NPC

*Memorandum of
Incorporation*

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION

REPUBLIC OF SOUTH AFRICA

MEMORANDUM OF INCORPORATION

Of

CYCAD ESTATE HOME OWNERS ASSOCIATION

(Registration number 2003 / 022720 / 08)

being a non-profit company with members

("the Company")

The company has no less than 2 director(s) and 0 alternate director(s)

and no more than 8 director(s) and 0 alternate director(s)

Adoption of Memorandum of Incorporation

This Memorandum of Incorporation was adopted by the incorporators of the Company, in accordance with section 13 (1), as evidenced by the following signatures made by each of them, or on their behalf.

| <u>Name</u> | <u>Address</u> | <u>ID or registration nr</u> | <u>Signature & Date</u> |
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The Company has adopted this unique form of Memorandum of Incorporation and, accordingly, the standard form of Memorandum of Incorporation for non-profit companies as contained in the Companies Regulations shall not apply to the Company.

This Memorandum of Incorporation replaces the Memorandum of Incorporation of the Company that was in existence at the time of adoption of this Memorandum of Incorporation.

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Article 1 - Definitions

In these articles, unless the context indicates otherwise –

The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them –

- 1.1 *“Aesthetics Committee” – means the Aesthetics Committee of the Board, established in terms of section 5.10;*
- 1.2 *“Act” – means the Companies Act, 2008;*
- 1.3 *“alienate” – means the transfer of any rights or interest whatsoever in respect of any stand howsoever arising and whether voluntarily or involuntarily and includes by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order of insolvency, irrespective of whether such alienation is subject to a suspended or resolute condition, and alienating has a corresponding meaning;*
- 1.4 *“Articles” – means this Memorandum of Incorporation;*
- 1.5 *“auditor” – means the auditor appointed;*
- 1.6 *“Board” – means the Board of Directors appointed;*
- 1.7 *“Chairman” – means the Chairman elected;*
- 1.8 *“CIPC” – means the Companies and Intellectual Property Commission;*
- 1.9 *“Company” – means the Cycad Estate Home Owners Association hereinafter referred to as “the Association” or “the Company”;*
- 1.10 *“common property” – means any property within the estate other than privately owned property;*
- 1.11 *“Deeds Office” – means the Office of the Registrar of Deeds in which ownership in any stand of Cycad Estate is registered;*
- 1.12 *“Deeds Registration Act” – means the Deeds Registration Act No. 47 of 1937;*
- 1.13 *“Development” – means the residential development in Cycad Estate;*
- 1.14 *“Director” – means a person or persons appointed as a director of the Company;*
- 1.15 *“Dwelling unit” – means an erf, sectional title unit or a proposed unit/s that can be developed on an erf as per the zoning of an erf;*
- 1.16 *“facilities” – means any facilities of whatsoever nature which has been or may be provided on the Cycad Estate including without limitation such facilities relating to the entertainment, recreation or otherwise, erected on the common property, the use of which may be exclusive, reserved or conditional;*
- 1.17 *“financial year” – means the financial year of the Association which shall run from the first day of March in any year to the last day of February in the subsequent year unless otherwise required by law;*
- 1.18 *“Finance Committee” – means the Committee of the Board established;*
- 1.19 *“Cycad Estate” – means Bendor 72 & Bendor 74 Townships, Registration Division LS, Limpopo Province;*
- 1.20 *“levy contribution” – means the levy contributions referred to in section 5.9.5 and includes special contributions and additional contributions referred to in section 5.9.8;*
- 1.21 *“local authority” – means the Polokwane Municipality having jurisdiction over the Cycad Estate;*
- 1.22 *“main objective” – means the main objective of the Association being the protection of the communal interests of its Members, including, but not limited to, the provision of the services;*
- 1.23 *“Member” – means a member of the Association;*
- 1.24 *“managing agent” – means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association;*
- 1.25 *“month” – means a calendar month;*
- 1.26 *“office” – means the registered Office of the Company;*
- 1.27 *“other additional contributions” – means additional charges levied to Members by the Board;*
- 1.28 *“purchaser” – means any person who has acquired rights, regardless as to the nature therein*

- relative to and which gives rise or purports to give rise to an entitlement to occupy a stand forming part of the Cycad Estate;*
- 1.29 *“Participation Quota” – means a decimal fraction of one dwelling unit in relation to the total number of dwelling units that can be developed in the Township as per the proposed/approved number of stands plus units allowed as per zoning of any stand in the conditions of establishment of the Township;*
- 1.30 *“Architectural sub-committee” – means the panel consisting of the Directors acting in this capacity, together with any other persons nominated by the Directors to assist them in exercising the functions of an Architectural sub-committee;*
- 1.31 *“roads” – means the roads that have been constructed on the Cycad Estate including all right of way servitudes;*
- 1.32 *“services” – means the provisions of security, road maintenance, common property facilities and such other utilities and amenities as may be provided to Members at the instance of or with approval of the Board;*
- 1.33 *“stand” – means any stand or sectional title unit in the Estate;*
- 1.34 *“Township” – means Cycad Estate;*
- 1.35 *“town planning scheme” – means the operative town planning scheme applicable to Cycad Estate; and*
- 1.36 *“the developer” – means Docmool Township Development (Pty) Ltd.*
- 1.37 *Unless the context otherwise requires, any words importing the singular number shall also include the plural number and vice versa.*
- 1.38 *Any words or expressions defined in any bylaw, ordinance or act of Parliament, in force at the date on which these Articles become binding on the Association shall, if not inconsistent with the subject or context, bear the same meaning herein*
- 1.39 *The headings to the respective articles are for reference purposes only and shall not be taken into account in the interpretation of these articles.*
- 1.40 *Where any consent or approval is required for any action by a Member, such consent or approval shall be –*
- 1.40.1 *in writing and signed by the Association;*
- 1.40.2 *Unreasonably withheld; and*
- 1.40.3 *given prior to the Member embarking on such action.*
- 1.41 *The onus of proof in regard to the receipt of any notice given or payment made by a Member, shall be on the giver of the notice or the maker of the payment.*
- 1.42 *In the event of a Member consisting of more than one person, they shall be jointly and severally liable in solidum for all their obligations in terms of these articles.*
- 1.43 *In the event of any provision of these articles being unenforceable for any reason whatsoever, then such provision shall be deemed to be separate and separable, without it in any way affecting the validity of the remaining provisions.*

Article 2 - Incorporation and Nature of the Company

In this Memorandum of Incorporation–

- (a) *a reference to a section by number refers to the corresponding section of the Companies Act, 2008;*
- (b) *words that are defined in the Companies Act, 2008, bear the same meaning in this Memorandum as in that Act.*

The Schedules attached to this Memorandum are part of the Memorandum of Incorporation.

2.1 Incorporation

- 2.1.1 *The company is incorporated as from 15/09/2003 as a Non Profit company, as defined in the Companies Act, 2008*
- 2.1.2 *The Company is incorporated in accordance with and governed by*
- (a) the provisions of the Companies Act, 2008 that are applicable to Non Profit companies without any limitations, extensions, variations or substitutions; and*
 - (b) the provisions of this Memorandum of Incorporation.*

2.2 Objects and Powers of the company

- 2.2.1 *The main object of the company is the protection of the communal interests of its Members including, but not limited to, the provision of the services and, except to the extent necessarily implied by the stated objects, the purposes and powers of the Company are not subject to any restrictions, limitations or qualifications, as contemplated in section 19 (1)(b)(ii).*
- 2.2.2 *These services may include:*
- (a) To ensure compliance by members with the Conditions of Establishment of any Township on the property, with particular reference to the conditions dealing with aesthetic regulations and building regulations and requirements and where necessary to ensure that the Local Authority enforces such Conditions of Establishment.*
 - (b) 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 stands or any other matter.*
 - (c) To exercise control over the rights created and still to be created over the stands on the property and to formulate rules and by-laws for the control of buildings, walling, fencing, exterior lighting, signage, aesthetic planning and landscaping of the property and the stands, and to ensure compliance with such rules and by-laws by members of the Home Owners Association.*
 - (d) To implement and control the principal concepts of the development relating to the security, architecture, landscaping, parking, signage and advertising, exterior finishing and maintenance as detailed by urban designers, landscape architects and ecological planners of the property appointed by the Architectural Sub-Committee*
 - (e) To implement and ensure compliance by members with a co-ordinated landscaping plan for the property, as approved by the Developer of the Townships on the property*
 - (f) To ensure that each member maintains his/her/its stand and sidewalk in a clean and tidy condition and adheres to the specifications imposed by the Home Owners Association relating to the landscaping and ecological planning. In the event of any member failing to adhere to the specifications and maintenance of his stand and sidewalk, the Directors shall be entitled, but not obliged, to perform the necessary acts and services and recover from such member the costs thereof.*
 - (g) To undertake the maintenance of private open areas and where required by members to maintain the vegetation and landscaping on any sidewalk adjoining the particular stand against payment to the Home Owners Association of a special levy.*
 - (h) 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 of any particular stand.*
 - (i) To consent to any proposed consolidation, subdivision or rezoning of any stand and to stipulate the landscaping and certain aesthetic conditions, which shall apply prior to such rezoning and sub-division, if approved.*
 - (j) To administer and ensure compliance by its members with the provisions of the site development plan of the Townships that have been approved by the Local Authority.*
- 2.2.3 *The Company is not subject to any provisions contemplated in section 15 (2)(b) or (c).*
- 2.2.4 *Upon dissolution of the Company, its net assets must be distributed in the manner determined in accordance with Item 1(4)(b) of Schedule 2 of the Companies Act, 2008.*

2.3 Memorandum of Incorporation and Company rules

- 2.3.1 *This Memorandum of Incorporation of the Company may be altered or amended only in the manner set out in section 16, 17 or 152 (6)(b).*
- 2.3.2 *The authority of the Company's Board of Directors to make rules for the Company, as contemplated in section 15 (3) to (5) is not limited or restricted in any manner by this Memorandum of Incorporation.*
- 2.3.3 *The Board must publish any rules made in terms of section 15 (3) to (5) by delivering a copy of those rules to each shareholder by ordinary mail.*
- 2.3.4 *The Company must publish a notice of any alteration of the Memorandum of Incorporation or the Rules, made in terms of section 17 (1) by delivering a copy of those rules to each shareholder by ordinary mail.*

2.4 Application of optional provisions of Companies Act, 2008

The Company does not elect, in terms of section 34 (2), to comply voluntarily with the provisions of Chapter 3 of the Companies Act, 2008.

2.5 Members of the company

- 2.5.1 *Membership of the Association shall be limited to any person, who is, in terms of the Deeds Registration Act, reflected in the records of the Deeds Office as the registered owner of any stand within Cycad Estate.*
- 2.5.2 *A person reflected in the records of the Deeds Office as the registered owner of an undivided share in any stand shall, subject to contrary proof, be deemed to be the lawful registered owner or joint owner, as the case may be, thereof.*
- 2.5.3 *Where any stand is owned by more than one person, all the owners of the stand or unit shall, except where otherwise determined by the Board, together be deemed to be one Member of the Association: Provided, however, that all co-owners of any stand shall jointly and severally be liable for the due performance of any obligations to the Association.*
- 2.5.4 *Every Member shall to the best of his or her ability further the objectives and interests of the Association and observe all rules made by the Association, and failure to do so shall render such Member liable to a fine as determined by the Board from time to time.*
- 2.5.5 *When a Member ceases to be the registered owner of (or ceases to have a right to or interest in) a stand, he or she shall ipso facto cease to be a Member of the Association.*
- 2.5.6 *A registered owner of a stand may not resign as a Member of the Association.*
- 2.5.7 *No Member shall alienate any stand or rights thereto until the Board (under the hand of one of its members) on the Board's behalf, has certified that the Member has at date of transfer fulfilled all his or her financial obligations to the Association.*
- 2.5.8 *No stand or any interest therein shall further be alienated without the consent of the Association, which consent shall not be unreasonably withheld –*
 - (a) *unless such Member is indebted to the Association in any way in respect of levy contributions special conditions, fines or other penalties, interest or any debt due which the Association may in terms of these articles be entitled to claim from him or her; and*
 - (b) *the proposed purchaser has agreed to become a Member of the Association and the commitment thereto is registered on the title deeds of the stand as the case may be.*
- 2.5.9 *Before a stand is transferred, the Member who has alienated such stand shall pay to the Association an administration fee for issuing a clearance certificate in respect of the proposed transfer as may be determined by the Board or the Finance Committee from time to time.*
- 2.5.10 *Each member shall:*
 - (a) *Abide by the Memorandum of Incorporation and adhere to the rules proclaimed by the Directors from time to time.*
 - (b) *Pay the charges levied by the Directors in terms of Article 5.9 hereof from time to time on due date.*

- (c) *Obtain the consent of the Architectural Sub-Committee to any building plans before submitting these for approval to the Local Authority and before commencing with any building, walling, fencing and signage operations, exterior lighting, painting or repainting of exterior finishes. In the event of a member being aggrieved by a decision of the Architectural Sub-Committee, such dispute shall be referred to the Directors. Their decision shall be final and binding on the parties.*
- (d) *Maintain his/her/its stand and sidewalk in a clean and tidy condition to the satisfaction of the Directors. Should the Directors be of the opinion that a member is not complying with the Memorandum of Incorporation, the Directors shall give such member reasonable notice, depending on the nature of the breach, failing which, where possible, the Directors 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 this connection from the member, together with interest calculated thereon at prime bank rate, for the period from date of expenditure to date of repayment.*
- (e) *Not construct a building on the stand in a manner which causes danger, nuisance or disturbance to the occupiers of the neighbouring stands and where applicable, the member shall cause suitable screens and/or barricades to be erected to reduce the emission of noise, dust, waste, effluent or other nuisance from the stand.*
- (f) *Not burn or permit to be burnt any materials or rubbish on the stand and shall ensure that such materials or rubbish be removed from the stand.*
- (g) *Repair at his/her/its cost and expense any damage to the infrastructure, sidewalks and road shoulders or any part of the common or public areas in the Township caused by the member or his/her/its agents during the course of the construction on the stand or any time thereafter.*
- (h) *Not interfere with the convenience of the common or public areas within the Township during construction of any approved building or any time thereafter.*
- (i) *Ensure that all reasonable means are used to prevent the roads leading to the stand from being damaged or injured by any act or omission of the building contractor engaged by the member in respect of the construction on the stand and the subcontractors of the building contractor and the servants or agent of the member whilst moving equipment and materials to and from the stand.*
- (j) *Indemnify and shall keep the Association indemnified in respect of all loss, damage, cost or expense which may be suffered by the Association as a result of any claim, demand, suit or proceedings which may be instituted against the Association as a result of any breach of any of the member's obligations by the Member.*
- (k) *Prevent the accumulation of trash or garbage or other waste material on the stand except in containers located in appropriate areas screened and concealed from the view so that odours do not emanate from such containers. Provided that such containers may not be placed on any common or public area or upon a thoroughfare for a period exceeding 12 (twelve) hours.*
- (l) *Prevent the stand from being used for any purposes, which may be illegal or injurious to the other stands in the Township.*
- (m) *No business or trade may be conducted on any erf within the estate without the prior written consent of the Directors. The grant or withdrawal of such consent and the conditions attaching thereto shall be entirely at the discretion of the Directors. This restriction does not apply to the developer and/or its agent(s) in respect of activities relating to the sale and development of erven.*
- (n) *A member shall be liable for and shall pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Association in recovering any arrear levy or other amounts due and owing to the Association, or the enforcement of any of the estate rules or other rules or regulations issued or made by or on behalf of the Association from time to time.*

- (o) *Members being owners of a property immediately adjacent to the tennis court or adjacent to the open area adjacent to the tennis court and their immediate family residing in the estate, will have the exclusive use of the tennis court but will share equally in the maintenance costs of the tennis court.*
- (p) *In the event of the Association electing to provide security and/or other services for members in the Township, all members shall, subject to Article 9 hereof, be obliged:*
 - (aa) *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;*
 - (bb) *to make payment of the charges raised by the Association in respect of such services;*
 - (cc) *abide by such terms and conditions for the provision of such services as may be laid down by the Association from time to time.*

Article 3 – Rights of members

3.1. Members' right to information

In addition to the rights to access information set out in section 26 (1), a member of the Company has the further rights to information, if any, set out in this Memorandum of Incorporation.

3.2 Members' authority to act

If, at any time, every member of the Company is also a director of the Company, as contemplated in section 57 (4), the authority of the members to act without notice or compliance with any other internal formalities, as set out in that section is not limited or restricted by this Memorandum of Incorporation.

3.3 Representation by concurrent proxies

The right of a member of the Company to appoint persons concurrently as proxies, as set out in section 58 (3)(a) is not limited, restricted or varied by this Memorandum of Incorporation.

3.4 Authority of proxy to delegate

The authority of a member's proxy to delegate the proxy's powers to another person, as set out in section 58 (3)(b) is not limited or restricted by this Memorandum of Incorporation.

3.5 Requirement to deliver proxy instrument to the Company

- 3.5.1 *A proxy shall be appointed on a proxy form ("Proxy Form") prepared for that purpose by the Board and made available for use by Members to appoint proxies at least 21 (twenty one) days prior to the deadline for members to lodge signed Proxy Forms.*
- 3.5.2 *The Proxy Forms shall be signed by the Member concerned or his duly authorised agent, provided that where a Member is more than one person, a majority of those persons shall sign the instrument appointing a proxy on such member's behalf. Where a Member is a company the proxy may be signed by the Chairman of the Board of Directors of that company or by its secretary, and where an association of persons, by the secretary thereof or, in the case of a trust, a duly appointed trustee thereof.*
- 3.5.3 *The Proxy Form shall be deposited at the Association's registered office at least 4 (four) hours before the time appointed for the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote unless the Board otherwise determines. No Proxy Form shall be valid after the expiration of 12 (twelve) months from the date of its execution.*

3.6 Deliberative authority of proxy

- 3.6.1 *The authority of a shareholder's proxy to decide without direction from the shareholder whether to exercise, or abstain from exercising any voting right of the shareholder, as set out in section 58 (7) is not limited or restricted by this Memorandum of Incorporation.*
- 3.6.2 *A vote given in accordance with a Proxy Form shall be valid notwithstanding the previous death of the Member granting the proxy or withdrawal of the proxy: Provided that written notice of the death or withdrawal of the proxy shall have been received by the Board before the scheduled time of commencement of the meeting.*

3.7 Record date for exercise of member rights

If, at any time, the Company's Board of Directors fails to determine a record date, as contemplated in section 59, the record date for the relevant matter is as determined in accordance with section 59 (3).

3.8 Voting

- 3.8.1 *At every Annual General Meeting or Extraordinary General Meeting:*
- (a) every Member present in person or by proxy and entitled to vote shall have one vote for each ordinary and special resolution for each stand registered in his name;*
 - (b) co-owners having rights or interests in respect of the same Stand, shall jointly have one vote for each ordinary and special resolution;*
 - (c) every Member present in person or by proxy or co-owner (deemed as a single Member) shall be entitled to vote for either three or four candidate directors depending on the number of Board vacancies and the Board shall prepare the Proxy Forms accordingly; and*
 - (d) any Member holding an underdeveloped stand in the estate shall have one vote for each separate stand registered in his name.*
- 3.8.2 *Save as expressly provided for in these Articles and unless specifically permitted otherwise by the Chairman, no person other than a Member duly registered, and who shall have paid every contribution, 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 matter either personally or by proxy, at any General Meeting.*
- 3.8.3 *At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or members 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 or negatived, 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 proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.*
- (a) 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.*
 - (b) 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 the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.*
 - (c) 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.*

- 3.8.4 *Every resolution and every amendment of a resolution proposed at a General Meeting shall be seconded at the meeting and if not so seconded shall be deemed not to have been proposed.*
- 3.8.5 *An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.*
- 3.8.6 *Unless any Member present in person or by proxy at a General Meeting shall before the closure of the meeting have objected to –*
- (a) *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 by poll; and/or*
- (b) *the propriety of validity of the procedure at such a 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 vote so recorded if such entry confirms the declaration made by the Chairman of the meeting as to the result of any voting at the meeting.*

Article 4 – Members Meetings

4.1 Requirement to hold meetings

- 4.1.1 *The Association shall within six months after the end of each financial year hold a General Meeting of Members as its Annual General Meeting in addition to any other General Meetings during that year and shall specify the meeting as such in notices calling such meeting to Members in terms of section 4.4*
- 4.1.2 *All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.*

4.2 Members' right to requisition a meeting

The right of members to requisition a meeting, as set out in section 61 (3), may be exercised by the holders of at least 10% of the voting members, as provided for in that section.

4.3 Location of members meetings

- 4.3.1 *The authority of the Company's Board of Directors to determine the location of any members meeting, and the authority of the Company to hold any such meeting in the Republic or in any foreign country, as set out in section 61 (9) is not limited or restricted by this Memorandum of Incorporation.*
- 4.3.2 *Such Annual General Meeting shall be held at such time, as the Board shall decide from time to time.*
- 4.3.3 *General Meetings of the Association shall take place at such place as shall be determined by the Board from time to time, provided that the Board or Members may by simple majority direct that the next Annual General Meeting of the Association shall be held at such other place as the Board may by simple majority, deem fit.*

4.4 Notice of members meetings

- 4.4.1 *Any General Meeting called for the passing of a special resolution, shall be called with 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 with at least by 14 (fourteen) days clear notice in writing. In each case the notice to be sent to Members, shall exclude the day on which it is given and the day of the said meeting, and shall specify the place, the day and the hour of the meeting. In addition to any other requirement contained in these articles, the notice shall include the nature of the business to be dealt with at the meeting and, in the case of an Extraordinary General Meeting, 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 approved by the Board.

- 4.4.2 The Board may call a General Meeting with notice periods less than prescribed in these articles and it shall be deemed to have been duly called if it is so agreed:
- (a) In the case of a General Meeting called as the Annual General Meeting by all Members entitled to attend and vote thereat; and
 - (b) 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 percent) of the total voting rights of all the Members entitled to attend and vote thereat.
- 4.4.3 The accidental omission to give notice of a General 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 articles, or in terms of the Act, or non-receipt of any such notice, notification or document to any Member or any other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any General Meeting.

4.5 Electronic participation in members meetings

The authority of the Company to conduct a meeting entirely by electronic communication or to provide for participation in a meeting by electronic communication, as set out in section 63 is not limited or restricted by this Memorandum of Incorporation.

4.6 Quorum for members meetings

- 4.6.1 The quorum requirement for a members meeting to begin, or for a matter to be considered are 10 (ten) percent of members present, in person or by proxy, and entitled to vote.
- 4.6.2 The time periods allowed in section 64 (4) and (5) apply to the company without variation.
- 4.6.3 The authority of a meeting to continue to consider a matter, as set out in section 64 (9) is not limited or restricted by this Memorandum of Incorporation.

4.7 Adjournment of members meetings

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 shall appoint, and if at such meeting subject to the adjournment, a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum.

4.8 Members resolutions

- 4.8.1 For an ordinary resolution to be adopted at a members meeting, it must be supported by at least 50% of the members who voted on the resolution, as provided in section 65 (7).
- 4.8.2 For a special resolution to be adopted at a members meeting, it must be supported by at least 75% of the members who voted on the resolution, as provided in section 65 (9).
- 4.8.3 A special resolution adopted at a members meeting is not required for a matter to be determined by the Company, except those matters set out in section 65 (11), or elsewhere in the Act.

4.9 Agenda at meetings

- 4.9.1 *In addition to any other matters required by the Act or these articles to be dealt with at an Annual General Meeting the following shall be dealt with at every Annual General Meeting:*
- (a) The consideration of the Director's/Chairman's report;*
 - (b) The election of Directors;*
 - (c) The consideration of the accounts of the Association for the last financial year of the Association preceding the date of such meeting;*
 - (d) The consideration of the report of the auditors;*
 - (e) The appointment of the auditors of the Association; and*
 - (f) The noting of contributions and/or levies for the financial year*

4.10 Proceedings at meetings

- 4.10.1 *The Chairman shall preside at all General Meetings: Provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Vice-Chairman (if that office has been filled) shall act as Chairman at such meeting: Provided further that should the Vice-Chairman also not be present within 5 (five) minutes of the time appointed for the holding of each meeting or if a Vice-Chairman had not been elected, then the Members present at such a meeting and entitled to vote, shall appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to that meeting.*
- 4.10.2 *The Chairman may, with the consent of any General Meeting at which a quorum is present, and shall if so directed by the meeting, adjourn that meeting to a later time and if required an alternative venue but no business shall be conducted at the meeting subsequently held as a result of the adjournment, other than business which was to have been concluded at the meeting subject to the adjournment. Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as a meeting in terms of these articles. Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be conducted for a meeting subsequently held as a result of an adjournment.*

Article 5 – Directors and Officers

5.1 Composition of the Board of Directors

- 5.1.1 *There shall be a Board of Directors of the Association which shall consist of not less than 2 (two) and not more than 8 (eight) directors.*
- 5.1.2 *In addition to the appointed directors – there are no appointed or ex officio directors of the Company, as contemplated in section 66(4).*
- 5.1.3 *In addition to satisfying the qualification and eligibility requirements set out in section 69, to become or remain a director or a prescribed officer of the Company, a person need be an individual but need not himself be a Member of the Association.*
- 5.1.4 *A Director, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of these Articles.*
- 5.1.5 *Save as set forth in section 5.1.6, a Director shall hold office until the Annual General Meeting two years hence from the Annual General Meeting at which his or her appointment to office was made, at which meeting such Director shall retire from office and will be eligible for re-election to the Board at such Annual General Meeting. In respect of the Annual General Meeting immediately following the registration of these Articles at the Registrar of Companies, and in order to ensure that 50% of the director positions on the board are available for re-appointment at the said Annual General Meeting, a suitable number of directors who have served the longest on the Board shall resign and be eligible for re-election to the Board with the remaining Directors being entitled to serve one further year.*
- 5.1.6 *A Director shall vacate his or her office upon the happening of any one of the following –*

- (a) *his or her estate being sequestrated, whether provisionally or finally or his or her surrendering his or her estate;*
- (b) *his or her having become disqualified to act as a Director, in terms of the provisions of the Act;*
- (c) *his or her conviction for any offence involving dishonesty;*
- (d) *his or her becoming of unsound mind or being declared a lunatic;*
- (e) *his or her resigning from such office in writing delivered to the Chairperson;*
- (f) *his or her death;*
- (g) *his or her being removed from office as provided for in the Act; and*
- (h) *in the event of his or her being a Member of the Association, his or her being disentitled to exercise a vote in terms of article 3.8.2: Provided that anything done in the capacity of a director in good faith by a person who ceases to be a Director, shall be valid until the fact that he or she is no longer a director has been recorded in the minute book of the Board.*

5.1.7 *The manner of electing directors of the Company is as set out in section 68 (2).*

5.1.8 *Upon any vacancy occurring on the Board prior to the next Annual General Meeting, the vacancy in question shall be filled by the person who received the next most votes during the last election of Directors at the Annual General Meeting, failing which the remaining directors may appoint a director from the ranks of the members.*

5.2 Authority of the Board of Directors

The authority of the Company's Board of Directors to manage and direct the business and affairs of the Company, as set out in section 66 (1) is not limited or restricted by this Memorandum of Incorporation.

5.3 Chairman and Vice Chairman

5.3.1 *Within 14 (fourteen) days of the holding of each Annual General Meeting, the Board shall from its members elect a Chairman and a Vice-Chairman who shall hold office until the next Annual General Meeting: Provided that the offices of the Chairman and Vice-Chairman shall ipso facto be vacated by the Director holding such office upon his ceasing to be a Director for any reason.*

5.3.2 *The Chairman shall preside at all meetings of the Board and all General Meetings of Members and shall perform all duties incidental to the office of the Chairman and such other duties as may be prescribed by the Board from time to time.*

5.3.3 *The Vice-Chairman shall assume the powers and duties of the Chairman in the absence of the Chairman or his inability or refusal to act as Chairman, and failing the appointment of a Vice Chairman, a Director nominated by the majority of the remaining Directors of the Board shall perform such duties as may from time to time be assigned to him by the Chairman of the Board.*

5.4 Board of Directors' Meetings

5.4.1 *The authority of the Company's Board of Directors to consider a matter other than at a meeting, as set out in section 74 is not limited or restricted by this Memorandum of Incorporation.*

5.4.2 *The Board may whenever it deems fit, convene an Extraordinary General Meeting*

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

5.4.4 *The Board shall meet for the dispatch of business, adjourn and otherwise regulate its meetings as it deems fit subject to any provisions of these articles.*

5.4.5 *Meetings of the Board shall be held as often as determined by the Members of the Board and upon not less than 48 (forty eight) hours written notice and on at least one occasion every 6*

(six) months.

- 5.4.6 *The quorum necessary for the holding of any meetings of the Board shall be 2 (two) Directors (but not including co-opted Directors) present personally: Provided that, should a Director attend a Board meeting telephonically that Director shall have deemed to have been present at the meeting for the purposes of this article.*
- 5.4.7 *If within 30 (thirty) minutes from the time appointed for the holding of a Board 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 shall appoint, and if at such subsequent meeting the subject to the adjournment, a quorum is not present within half an hour from the time appointed for holding the meeting, the Directors present shall be a quorum.*
- 5.4.8 *The Chairman shall preside as such at all meetings of the Board: Provided that should, at any meeting of the Board, the Chairman not be present within 5 (five) minutes after the time appointed for the holding thereof, then the Vice-Chairman shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within 5 (five) minutes of the time appointed for the holding of such a meeting, those Directors present shall appoint a Chairman from the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to that meeting.*
- 5.4.9 *The Board shall cause minutes to be taken of every Board meeting, although not necessarily verbatim, such minutes shall be reduced to writing without undue delay after the meeting has closed and then be certified correct by the Chairman of the meeting. All minutes of Board meetings shall after certification be placed in a Board minutes book to be kept in accordance with the provisions of the law relating to the keeping of minutes of meetings of a Board of companies.*
- 5.4.10 *All resolutions recorded in the minutes of any Board meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions and until varied or rescinded, but no resolution or purported resolution of the Board shall be of any force or effect or shall be binding upon the Members of the Association unless such resolution has been passed in terms of the powers of the Board and made known to the members.*
- 5.4.11 *Save as otherwise provided for in these articles, the proceedings at any Board meeting shall be conducted in such reasonable manner and form as the Chairman shall decide.*
- 5.4.12 *Any resolution of the Board shall be carried on a simple majority of all votes cast and in the event of an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.*
- 5.4.13 *A resolution placed before Directors outside of a formal Board meeting and signed by all Directors shall be valid in all respects as if it had been duly passed at a meeting of the Board and shall form part of the records of the next Board meeting.*
- 5.4.14 *The authority of the Company's Board of Directors to proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73 (5) is not limited or restricted by this Memorandum of Incorporation.*

5.5 Director's compensation and financial assistance

- 5.5.1 *The authority of the Company to pay remuneration to the Company's directors, in accordance with a special resolution approved by the Company's shareholders within the previous two years, as set out in section 66 (9) and (10) is not limited or restricted by this Memorandum of Incorporation.*
- 5.5.2 *Directors shall be entitled to be reimbursed all reasonable and bon fide expenses incurred by them during the performance of their duties as Directors and/or Chairman and/or Vice-Chairman, as the case may be.*
- 5.5.3 *The authority of the Company's Board of Directors, as set out in section 45, to authorise the Company to provide financial assistance to a director, prescribed officer or other person referred to in section 45 (2) is not limited or restricted by this Memorandum of Incorporation.*

5.6 Functions and powers of the board

- 5.6.1 Subject to the express provision of these articles, the Board shall –
- (a) manage and control the business and affairs of the Association;
 - (b) have full powers in the management and direction of such business and affairs and save as may be expressly provided herein, may exercise all powers of the Association, and do all such acts on behalf of the Association as may be exercised and completed by the Association, including those actions which are not required by the Act or by these Articles but required to be exercised or completed by the Association subject nevertheless to any provision of the Act, and to such management instruction or rules as may be prescribed by the Members in an Extraordinary General Meeting or Annual General Meeting from time to time: Provided that no management instruction or rule approved by the Association in an Extraordinary General Meeting or Annual General Meeting shall invalidate any prior act of the Board which would have been valid if such management instruction or rule has not been made; and
 - (c) at all times have the right to engage on behalf of the Association the services of accountants, auditors, advocates, architects, engineers, a managing agent and any other professional firm or person or other employees whatsoever for any reason deemed necessary by the Board and on such terms as it shall decide and this right to engage shall also include the right to dismiss same.
- 5.6.2 The Board shall further have the power to require that any works being constructed within the Cycad Estate shall be supervised to ensure that the provisions of these articles and the rules are complied with and that all work is performed according to the relevant specifications and the National Building Regulations. "Works" for the purpose of this article shall mean construction works of any sort in relation to any improvement within the Cycad Estate including, without limiting the generality of the foregoing, the construction of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts, walls, fences and landscape architectural features.
- 5.6.3 Without prejudice to the generality of the foregoing, the Board may in its discretion from time to time for the purposes of the Association borrow or raise such sums of money from Members of the Association or from such other persons as the Board may determine. The Board may (but shall not be obliged to) further secure the repayment of any sums so raised in such a manner and upon such terms as it may deem fit, whether by the mortgaging of fixed property belonging to or in respect of which the Association has a mortgageable interest or otherwise.
- 5.6.4 Subject to any restriction imposed and direction given at a general meeting of the Association, the powers of the Board shall include the following:
- (a) 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 approving sketch plans being submitted;
 - (b) to attend to the final approval of any building plans prior to such plans being submitted to the Local Authority;
 - (c) to appoint for and on behalf of the Association such agent and employees as they deem fit in connection with the control, management and administration required in terms of the Memorandum of Incorporation.
 - (d) 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;
 - (e) to make rules for the control, use, safety, cleanliness and aesthetic landscaping of the property, and to determine by rule and by-law from time to time promulgated, the security, vegetation, continuity, parking, signage and advertising, exterior finishes and maintenance;
 - (f) to open and operate a current account and savings account with a Banking Institution;
 - (g) to purchase, hire or otherwise acquire movable property for use in fulfilling the duties

- imposed on the Directors in terms of this Memorandum of Incorporation;*
- (h) to liaise with the Local Authority regarding any matter falling under the ambit of these Memorandum of Incorporation, or on behalf of any member;*
 - (i) 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, against a remuneration to be determined by the Directors from time to time;*
 - (j) to ensure that members adhere to the provisions of this Memorandum of Incorporation;*
 - (k) to do all things reasonably necessary for the enforcement, management, control and administration devolving upon the Directors in terms of this Memorandum of Incorporation, as more fully set out in the Articles with regard to the Rules.*
- 5.6.5 *The Directors are hereby empowered to establish for administrative expenses a fund sufficient in the opinion of the Directors for the upkeep, control, management and administration required to be performed by the Directors in terms of this Memorandum of Incorporation, and for the acquisition 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 Directors in terms hereof.*
- 5.6.6 *The Board shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.*
- 5.6.7 *The Board shall have the right to co-opt onto the Board any professional person or persons chosen by it to assist the Board. A co-opted Director need not necessarily be a Member of the Association. A co-opted Director shall have the right to be notified of and to attend all Board meetings and to speak thereat in all respects as if he was a full Board member but shall have no vote at any such meetings and may not be elected to the office of Chairman or Vice-Chairman. Save as aforesaid, a co-opted Director shall enjoy all the rights and be subject to all the obligations of a Director.*
- 5.6.8 *The Board shall be entitled to appoint sub-committees of the Board as envisaged in these articles, consisting of such number of its members and such other persons as it may deem fit and to allocate or delegate to such committees such of their functions, powers and duties as it may deem fit, with further power to vary or revoke such appointments, allocations and delegations as the Board may from time to time deem necessary. The sub-committees as envisaged in this article shall at all times be responsible to the Board and report regularly to the Board and shall seek the Board's approval for the enactment of rules and the formulation of budgets, where applicable.*

5.7 Indemnification of Directors

- 5.7.1 *The authority of the Company to advance expenses to a director, or indemnify a director, in respect of the defence of legal proceedings, as set out in section 78 (4) is not limited, restricted or extended by this Memorandum of Incorporation.*
- 5.7.2 *The authority of the Company to indemnify a director in respect of liability, as set out in section 78 (5) is not limited or restricted by this Memorandum of Incorporation.*
- 5.7.3 *The authority of the Company to purchase insurance to protect the Company, or a director, as set out in section 78 (6) is not limited, restricted or extended by this Memorandum of Incorporation.*

5.8 Officers and Committees

- 5.8.1 *The Board of Directors may appoint any officers it considers necessary to better achieve the objects of the Company.*

- 5.8.2 *The authority of the Company's Board of Directors to appoint committees of directors, and to delegate to any such committee any of the authority of the Board, as set out in section 72 (1), and to include in any such committee persons who are not directors, as set out in section 73 (2)(a) is not limited or restricted by this Memorandum of Incorporation.*
- 5.8.3 *The authority of a committee appointed by the Company's Board of Directors, as set out in section 72 (2) (b) and (c) is not limited or restricted by this Memorandum of Incorporation.*
- 5.8.4 *The Board may establish a Finance Committee, which shall consist of at least one Director and such other person or persons as the Board may determine. The Finance Committee shall act under delegated authority of the Board.*
- 5.8.5 *The Board may establish an Aesthetics Committee, which shall consist of at least one Director and such other members as the Board may determine.*
- 5.8.6 *The Board may establish an Amenities Committee, which shall consist of not less than one Director and one other member.*

5.9 Finance Committee and Levy Contributions

- 5.9.1 *The Board shall from time to time recover the levy contributions upon Members for the purpose of meeting all the expenses which the Association has incurred or to which the Finance Committee reasonably anticipates the Association will be liable (including expenditure of a capital nature) in the pursuance of its main objective of the Association and whether by way of –*
- (a) maintenance, repair, improvement and keeping in good order and condition the roads, storm water system and public lighting, dams, reception and/or security buildings and parking areas;*
 - (b) for the payment of all rates and other charges payable by the Association to the local authority in respect of the common property and/or for the services rendered to the Association by the local authority;*
 - (c) for payment of the salaries and/or wages of the employees of the Association; and*
 - (d) generally for the payments of all expenses necessarily or reasonably incurred in connection with the management of the Association and its affairs.*
- 5.9.2 *In pursuance of the objectives of section 5.9.1 above, the Finance Committee –*
- (a) shall prepare and serve upon every member an annual budget of income and expenditure (the "annual budget") 30 (thirty) days prior to the commencement of the following financial year; and*
 - (b) shall include in the annual budget an amount to be transferred to and held in reserve ("the reserve fund") to meet anticipated future expenditures not of an annual nature, including without limitation reasonable provision for the future maintenance, repairs and replacements of capital equipment and the repair of roads and storm-water facilities.*
- 5.9.3 *The Board shall approve the annual budget before the commencement of the following financial year.*
- 5.9.4 *The Board shall, whenever it shall consider it appropriate, be entitled to recover the levy contributions from Members and at the end of each financial year, or as soon thereafter as reasonably possible, notify each Member at the address, including email address, chosen by him or her, of the nature and amount of the relevant levy contributions paid and required to be paid by Members and required by the Association to meet the expenses during the following financial year.*
- 5.9.5 *Each notice to Members advising of any levy contribution shall specify the amount payable by that Member in respect of the annual budget.*
- 5.9.6 *Every levy contribution, shall be payable in such manner as the Board may from time to time determine.*
- 5.9.7 *In the event of the Board, for any reason whatsoever, failing to prepare and serve notice as envisaged in section 5.9.5 timeously every Member shall until receipt of such notice continue to pay the relevant levy contributions previously imposed, and shall after such notice*

- immediately pay such adjusted levy contributions as may be specified in the notice referred to in section 5.9.5.*
- 5.9.8 *The Board may from time to time levy special contributions upon all Members in respect of all such expenses as are mentioned in section 5.9.2 (but not limited thereto) and whether included or not in any estimate made in terms of section 5.9.5 and 5.9.6.*
- 5.9.9 *The Board may from time to time levy additional contributions upon specific Members for services provided (for example but not limited to the removal of building rubble and the cleaning of even or for noncompliance of the Rules).*
- 5.9.10 *The Board shall 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 levy contributions: Provided that such rate of interest shall not exceed the rates laid down in terms of the Usury Act No 73 of 1968 as amended, as if the arrear levy contribution were a money lending transaction as defined in the said Act.*
- 5.9.11 *Any amount due by a Member by way of levy contributions, together with any interest owed by the Member to the Association, shall be a debt due by him to the Association. The obligation of a Member to pay all levy contributions and interest shall cease upon his ceasing to be a Member without prejudice to the Association's rights to recover all arrear levy contributions and interest. No levy contributions or interest paid by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member unless so determined by the Board in its sole and absolute discretion. A Member's successors in title shall be liable as from the date upon which he or she becomes a Member of the Association, to pay the levy contribution and interest thereon attributable to the interest to which he succeeds.*
- 5.9.12 *No Member shall be entitled to any of the privileges of membership of the Association unless and until he or she shall have paid every levy contribution together with interest thereon in terms of section 5.9.9 which may be due and payable to the Association from whatsoever cause arising.*
- 5.9.13 *The Association shall be entitled to refuse traversing rights over its access security stands to any member or such member's employees, invites or visitors, while such member is in breach of any of the terms and conditions of membership or rules of the Association, all of which are deemed to be material.*
- 5.9.14 *In calculating the levy payable by any member, the Directors shall as far as reasonably practicable:*
- (a) Assign those costs directly attributable to a specific stand in the estate to the member owning such stand.*
 - (b) Assign those costs not directly attributable to a particular stand to the owners of all stands in the estate in accordance with their participation quota.*
 - (c) The Directors 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.*
- 5.9.15 *The Association may enter into agreements with the members for the provision of amenities and services to the members and to levy a reasonable charge in respect of the provisions thereof.*

5.10 Aesthetics

- 5.10.1 *Members of the Aesthetics Committee shall not necessarily be required to be Members of the Association.*
- 5.10.2 *In addition to such other powers as may be conferred upon it by the Board, the Aesthetics Committee shall have the right without prejudice to any other rights of the Association, either in terms of these Articles or by law, whenever it considers that the appearance of any unit or building or proposed unit or building is unsightly or injurious to the aesthetics of the surrounding area or Cycad Estate generally, to serve notice on the affected Member to take*

such steps as may be required as specified in the notice to rectify such unsightly or injurious condition.

- 5.10.3 *In the event of the Member failing within a reasonable time, specified in such notice, to comply therewith, the Board may enter, after giving written notice to the member of its intention to do so, upon the stand concerned to take such steps as may be necessary, and recover the cost thereof from the Member concerned, which costs shall be deemed to a debt owing to the Association.*
- 5.10.4 *The Aesthetics Committee shall be obliged in giving such notice to act reasonably without infringing on the rights of the member.*
- 5.10.5 *All plans for buildings, outbuildings, structures, additions and alterations and all plans for all works as defined in section 5.6.2 must be submitted in terms of section 5.10.6, shall be submitted to the Aesthetics Committee. The Board shall not approve any plan in terms of section 5.10.6 unless such plans have been approved by the Aesthetics Committee.*
- 5.10.6 *No Member shall commence with the construction of any building or structure or any additions or alterations thereto or any works of whatsoever nature as defined in section 5.6.2, unless he or she has submitted plans for such buildings, structures, alterations or addition to the Board for approval as the Board may require. The Board shall have the power in considering any plan to lay down such reasonable conditions as it may deem necessary.*
- 5.10.7 *The Directors shall be entitled to issue architectural guidelines for the estate. The current guidelines are as per Annexure A.*

Article 6 – General Provisions

6.1 Common Property

- 6.1.1 *The common property in the case of a Scheme vests in the body corporate of that Scheme subject to the powers and obligations of the Association.*
- 6.1.2 *All Common Property which vests in the Association is subject to the provisions of these articles and management and conduct rules.*

6.2 Management and Conduct Rules

- 6.2.1 *Subject to any restriction imposed or direction given at an Extraordinary General Meeting or Annual General Meeting of the Association, the Board may from time to time make management and conduct rules in regard to but not limited to –*
- 6.2.1.1 *the means of access to and the rules by which Members and member of their households may gain such access to Cycad Estate, including the registration of guests and visitors;*
- 6.2.1.2 *If a resident, or any member of his household, or any of his/their visitors or any of its employees/contractors breach any security rules or access control rules or commit any crime within the estate, the Directors may:*
- (a) *As an interim measure instruct the guard house not to allow the visitors//employees//contractors of such household access into the estate or to exit from the estate, unless they are accompanied by the particular resident or a member of his household; and*
- (b) *After the resident concerned has been given an opportunity to answer to any complaint arising from a breach as referred to in 6.2.1.1 to impose and implement such other access measures i.r.o. the particular resident as the Directors may deem fit and/or also to impose a fine of up to R5,000.00 (five thousand rand) that will be payable by the particular resident. “*
- (c) *impose a system of fines or other penalties. The amounts of such fines shall be reviewed and confirmed at each Annual General Meeting of the Association;*

and/or take such other action including proceedings in Court, as they may deem fit.

- 6.2.1.3 the limitation of the number of persons and vehicles able to visit a Member;*
- 6.2.1.4 the use by Members and their households, guests and lessees of any roads, driveways, water areas and open spaces including the right to prohibit, restrict or control the use of any of the roads, driveways and open spaces on the common property or any portions thereof as may from time to time be necessary or expedient;*
- 6.2.1.5 the use of parking areas wheresoever situated;*
- 6.2.1.6 the placing of movable objects upon the exterior of a building, including the power to remove any such objects;*
- 6.2.1.7 the right to prohibit, restrict or control the keeping of pets in and upon Cycad Estate and any animal regarded as dangerous or a nuisance;*
- 6.2.1.8 the conduct of any person within the Cycad Estate for the prevention of nuisances of any nature including disturbing the peace;*
- 6.2.1.9 the use of all common properties, water areas, entertainment and recreation areas, amenities and facilities including the right to make a reasonable charge for the use thereof;*
- 6.2.1.10 the furtherance and promotion of the objective of the Association and/or for the better management of the affairs of the Association and/or for the protection and advancement of the interests of Members and/or residents in Cycad Estate;*
- 6.2.1.11 the standards and guidelines for architectural design of all buildings, outbuildings, boundary walls, structures of any nature, swimming pools, tennis courts and all additions and alterations to any such buildings, outbuildings or structures erected or to be erected in Cycad Estate, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials used on such exteriors to ensure an attractive, aesthetically pleasing character to all the buildings in Cycad Estate;*
- 6.2.1.12 the positioning within any stand of all buildings, outbuildings, boundary walls, structures of any nature, swimming pools, tennis courts and all additions and alterations thereof; and*
- 6.2.1.13 the standards and guidelines for the design of all site works, buildings, boundary walls, structures, installations and projections on the properties in Cycad Estate, including aerials, pergolas, sidewalks, swimming pools, tennis courts, awnings, jacuzzi's, carports, paved pathways and landscaping features and works as well as the parking of vehicles.*
- 6.2.2 For the enforcement of any of the rules made by the Board in terms hereof, the Board may –*
 - 6.2.2.1 give notice to any Member requiring him or her to remedy any such breach within a reasonable period as the Board may determine;*
 - 6.2.2.2 take or cause to be taken such steps as it may consider necessary to remedy any breach of which the Member may be guilty and debit the costs of so doing to the Member concerned;*
 - 6.2.2.3 impose a system of fines or penalties, as the case may be, the amounts of which fines and penalties shall be determined by the Board; or*
 - 6.2.2.4 take such action including proceedings in court as it may deem necessary.*
- 6.2.3 The rules or any amendment thereto must be sent to the Members.*
- 6.2.4 In the event of the Board instituting any legal proceedings in a court of competent jurisdiction against any Member or resident within Cycad Estate for the enforcement of any of the rules or rights of the Association in terms of these Articles, the Association shall be entitled to appoint such attorneys and council as it deems necessary and to recover all legal costs so incurred from the Member or resident concerned, calculated as between attorney and own client.*

- 6.2.5 *In the event of any breach of the rules by any member's household or his or her guests or lessees, the Board may take or cause to be taken such steps against the person actually committing the breach as it may in its sole discretion deem necessary.*
- 6.2.6 *In the event of any Member disputing the fact that he or she has committed a breach of any rule, a committee of three persons appointed by the Chairman of the Board for the purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairman may direct: Provided that natural justice shall be observed. A person who is not satisfied with the decision of the said committee may appeal to the Board whose decision is final.*
- 6.2.7 *Any fine imposed upon a Member in terms of these articles shall be deemed to be a debt by the Member to the Association and, if not paid, shall be recoverable by ordinary civil process.*
- 6.2.8 *Notwithstanding anything to the contrary herein contained, the Directors may in the name of the Association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorneys and council as they may deem fit.*
- 6.2.9 *The Association may in general meeting itself make any rules which the Directors make and may in general meeting vary or modify any rules made by it or by the Directors from time to time.*
- 6.2.10 *The current Management and Conduct Rules are as per Annexure B.*

6.3 Liaison

Where any stand or unit is owned by more than one person the co-owners concerned shall elect one of their number as liaison person for the stand or unit concerned, and shall notify the Board of the name and address of such liaison person.

6.4 Financial Statements

At each Annual General Meeting the Board shall lay before the Members the financial statements for the previous year, consisting of the income statements, cash flows and balance sheets for the immediately preceding two financial years of the Association. The balance sheet for the immediately preceding year shall be accompanied by the necessary reports.

6.5 Notices

- 6.5.1 *Any notices for all purposes of these Articles including the cancellation thereof, shall –*
- 6.5.1.1 *be in writing and be sent by ordinary post or delivered by hand, telefax or e-mail;*
- 6.5.1.2 *be addressed to the respective Member at his address shown in the register of members or at the address of any stand owned by him unless the member shall have notified the Association of another address for service of notices; and*
- 6.5.1.3 *be deemed to have been received by the Member to whom it is addressed at the time of delivery thereof, or on the 7th day following the posting thereof (excluding the day upon which it is posted) in the Republic of South Africa, or in the case of a telex or telefax on the acknowledgement slip thereof.*

6.6 Indemnity Association

Every Director, 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 Director, 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.

6.7 General

- 6.7.1 *Members shall be entitled to access to all common property in respect of which the Association holds title or tenancy subject to compliance by Members with the management regulations and rules pertaining to such common property.*
- 6.7.2 *The Board may from time to time and whenever they deem it necessary, limit, restrict or suspend use in relation to any part of such Common Property as defined hereto.*
- 6.7.3 *The Board may make rules relating to access by the general public to certain common property in order to confine the public access to such areas.*
- 6.7.4 *No actions for the winding-up of the Association and the transfer of its assets as set out in Section 2.5.8 of the Memorandum of Incorporation shall be taken unless sanctioned by the Members by special resolution.*
- 6.7.5 *The Board may require any Member to maintain the sidewalk adjacent to his property and in the event of such Member failing to maintain such sidewalk to the satisfaction of the Board, the Board shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge the Member concerned.*
- 6.7.6 *Where the boundary of one Members property also constitutes the boundary of Cycad Estate, such Member shall be obliged to permit the Association to erect upon such Member's property immediately adjacent to such boundary, such walling or other fencing as the Board may determine. Such Member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, and shall permit the Association from time to time access to such Member's property in order to inspect such walling or fencing and to effect such repairs as may be necessary from time to time. In the event of such Member wishing to erect his own walling or fencing, he shall be obliged to erect same within the walling or fencing referred to above and subject to such conditions as the Board may lay down to permit the Association access to the boundary walling or fencing concerned.*

6.8 Binding in Nature

The provisions of these articles and instructions and rules made by Board shall be binding upon all Members and, insofar as they may be applicable, on all persons occupying a stand or unit by, through or under any Member, whatever the nature of such occupation.

6.9 Delegation

The powers of the committees established in terms of these articles and the powers of the Board may, to the extent considered necessary by the Board be delegated to managing agents, committees or sub-committees of the nature envisaged in these articles to such extent and upon such conditions as the Board may determine from time to time, and such allocations or delegations may from time to time be revoked either in whole or in part or the conditions of such delegations changed as the Board may from time to time deem fit. At all times committees or sub-committees shall be responsible to the Board.

6.10 Risk

Any person using any of the services, land and sporting recreational facilities of Cycad Estate does so entirely at his own risk and no person shall have any claim against the Association of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.

6.11 Claims

No person or Member shall have any claim against the Association as a result of fire or any substance, liquid or gas, escaping from the property of the Association and causing damage to any person or property of any Member.

6.12 Insurance

- 6.12.1 The Directors shall, if required to do so by the Association, take steps to insure the buildings and all improvements and assets of the Association to the full replacement value thereof and to arrange for SASRIA cover in respect thereof.
- 6.12.2 The Directors shall, if required to do so by the Association take steps:
- 6.12.2.1 to insure the members and the Directors and to keep them insured against liability in respect of:
- (a) death, bodily injury or illness, or
 - (b) loss of, or damage to, property;
occurring in connection with the access security stands and private open spaces for a sum of liability of not less than One Million Rand, which sum may be increased from time to time as directed by the members in general meeting, and
- 6.12.2.2 to procure a fidelity guarantee in terms of which any loss of monies belonging to the Association or for which it is responsible sustained as a result of act(s) of fraud or dishonesty committed by any insured person being any person in the service of the Association and all Directors and persons acting in the capacity of managing agents of the Association, be made good up to a total sum of liability equal to total levies due and payable over a six month period, plus the accumulated reserves which sum may be increased from time to time as directed by the owners in general meeting, and
- 6.12.2.3 to procure a cash policy in terms of which there will be made good —
- (a) loss of money in the course of business up to and including an amount equivalent to total levies due and payable in one month or such lesser amount as the Directors from time to time may determine;
 - (b) loss of or damage to any receptacle for which the Association is responsible resulting from the theft or attempted theft of money.
- 6.12.3 The members may by resolution direct the Directors to insure against such other risks as the members may determine.

6.13 Building Regulations

- 6.13.1 Whenever they consider that any of the then current national building regulations and/or the requirements of the Architectural Sub-Committee are being contravened by any member or members, the Directors may serve notice on such member or members to take such steps as may be specified in the notice to remedy such contravention. In the event of the member or members failing within a reasonable time, (to be specified in such notice) to comply therewith, the Directors may enter upon the property concerned and take steps as may be necessary, and recover the costs thereof from the member or members concerned which costs shall be deemed to be a debt owing to the Association.
- 6.13.2 The Directors shall be obliged, in giving such notice, to act reasonably.

6.14 Transfer of Erven

- 6.14.1 No member shall transfer his stand until the Board of Directors under the hand of one of its servants has certified that the member has, 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:
- 6.14.1.1 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;

6.14.1.2 *the proposed transferee has refused to become a member of the Association and to be bound by these presents.*

6.14.1.3 *such member is in breach of the Memorandum and Articles and/or Rules of the Association.*

6.14.2 *The Directors in issuing the certificate shall be entitled to charge a reasonable fee therefore to be determined by the Directors from time to time subject to review by the Association in general meeting.*