

06 OCT 2008

BUITENGEWONE PROVINSIALE KOERANT, 3 OKTOBER 2008

No. 270 3

## LOCAL AUTHORITY NOTICE

REGISTRAR OF DEEDS

## LOCAL AUTHORITY NOTICE 2207

CITY OF TSHWANE

## CENTURION AMENDMENT SCHEME 1566C

It is hereby notified in terms of the provisions of section 125(1) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), that the City of Tshwane has approved an amendment scheme with regard to the land in the township of Irene Extension 70, being an amendment of the Centurion Town-planning Scheme, 1992.

Map 3 and the scheme clauses of this amendment scheme are filed with the Executive Director: Legal Services, and are open to inspection during normal office hours.

This amendment is known as Centurion Amendment Scheme 1566C.

(13/2/Irene x70 (1566C))  
October 2008

Executive Director: Legal Services  
(Notice No 834/2008)

## PLAASLIKE BESTUURSKENNISGEWING 2207

STAD TSHWANE

## CENTURION WYSIGINGSKEMA 1566C

Hierby word ingevoelge die bepalinge van artikel 125(1) van die Ordonnansie op Dorpsbeplanning en Dorpe, 1986 (Ordonnansie 15 van 1986), bekend gemaak dat die Stad Tshwane 'n wysigingskema met betrekking tot die grond in die dorp Irene Uitbreiding 70, synde 'n wysiging van die Centurion-dorpsbeplanningeskema, 1992, goedgekeur het.

Kaart 3 en die skemaklausules van hierdie wysigingskema word deur die Uitvoerende Direkteur: Regsdienste, in bewaring gehou en lê gedurende gewone kantoorure ter insae.

Hierdie wysiging staan bekend as Centurion-wysigingskema 1566C.

(13/2/Irene x70 (1566C))  
Oktober 2008

Uitvoerende Direkteur: Regsdienste  
(Kennisgewing No 834/2008)

CITY OF TSHWANE

## DECLARATION OF IRENE EXTENSION 70 AS APPROVED TOWNSHIP

In terms of section 103 of the Town-planning and Townships Ordinance, 1986 (Ordinance No 15 of 1986), the City of Tshwane hereby declares the township of Irene Extension 70 to be an approved township, subject to the conditions as set out in the Schedule hereto.

(13/2/Irene x70 (1566C))

## SCHEDULE

CONDITIONS UNDER WHICH THE APPLICATION MADE BY JR 209 INVESTMENTS (PTY) LTD IN TERMS OF THE PROVISIONS OF CHAPTER III: SECTION A AND C OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE NO 15 OF 1986), FOR PERMISSION TO ESTABLISH A TOWNSHIP ON PORTION 758 (A PORTION OF PORTION 335) OF THE FARM DOORNKLOOF 391JR, PROVINCE OF GAUTENG, HAS BEEN GRANTED.

## 1. CONDITIONS OF ESTABLISHMENT

## 1.1 NAME

The name of the township shall be Irene Extension 70.

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## 1.2 DESIGN

The township shall consist of erven and streets as indicated on General Plan SG No 3825/2008.

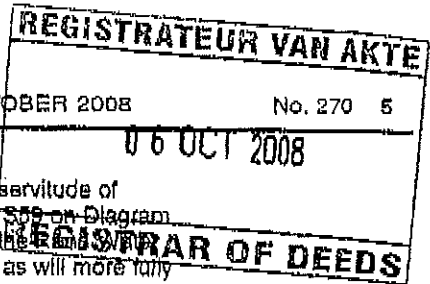
## 1.3 DISPOSAL OF EXISTING CONDITIONS OF TITLE

All erven shall be made subject to existing conditions and servitudes, if any, including the reservation of the rights to minerals, but excluding –

1.3.1 the following conditions in Title Deed T125729/05, which does not affect the township:

- A. Daardie gedeeltes van die eiendom hiërkragsens gehou, aangedul deur die figure w'x'v en y'mn op Kaart SG No 3588/1997 hieraan geheg, is ONDERHEWIG aan die volgende voorwaardes:
1. SUBJECT to the reservation of all rights to minerals and precious stones in favour of Irene Estate Proprietary Limited, No 1967/002815/07, as will more fully appear from Certificate of Rights to Minerals No K4460/1997 RM which certificate was issued in respect of the Remaining Extent of Portion 1 of the said farm, measuring 158,2826 hectares.
  2. SUBJECT to the following condition imposed by the Town Council of Centurion on subdivision:  
  
The transferee shall only be entitled to erect buildings on the property in an area geologically suitable for building purposes.
- B. The former remaining extent of portion 1 of the said farm, measuring 575,7624 hectares (whereof that portions of the property held hereunder and indicated by the figures w'x'v and y'mn on Diagram SG No 3588/1997 annexed hereto forma portions) is entitled to servitudes of aqueduct, powerline, right of way and dam wall, together with ancillary rights over Portion 143 (a portion of portion 1) of the said farm as held under Deed of Transfer T17417/1979.
- C. The remaining extent of portion 5 of the said farm, measuring 1046,8662 hectares, (of which the figure BCDEFGHJKLMNPQRSTUUVWXYZ A'B'C'D'E'F'G'H'I'J'K'L'M'N'P'Q'R'S'T'U'V'W'X'Y'Z'abcdefghijklnmnpqrstux'w' excluding the figure a'b'c'd' on the annexed Diagram SG No 3588/1997 is a portion) is subject and entitled to the following servitudes and conditions, namely:  
  
SUBJECT to the terms of an Order of the Water Court, true copy marked "B" of which is annexed to Deed of Transfer No 10851/1920.
- D. The former remaining extent of portion 5 of the said farm, measuring 1045,7783 hectares (of which the figure ABCDEFGHJKLMNPQRST UUVWXYZA'B'C'D'E'F'G'H'I'J'K'L'M'N'P'Q'R'S'T'U'V'W'X'Y'Z' abcdefghijklmnpqrstux'w' excluding the figure a'b'c'd' on the annexed Diagram SG No 3588/1997 is a portion) is by Notarial Deed K1638/1972-S subject to the following servitudes in favour of the City Council of Centurion.
1. a right of way 8 meters wide, the Southern boundary whereof is indicated by the line c'S7 on diagram SG No 3588/1997 annexed hereto;
  2. a servitude of aqueduct 6 meters wide, the Southern boundary whereof is indicated by the line S5 S6 on Diagram SG No 3588/1997 annexed hereto.
- E. The former remaining extent of portion 5 of the said farm, measuring 989,2565 hectares (of which the figure ABCDEF GHJKLMNPQRSTUUVWXYZA'B'C'D'E'F'G'H'I'J'K'L'M'N'P'Q'R'S'T'U'V'W'X'Y'Z' abcdefghijklmnpqrstux'w' excluding the figure a'b'c'd' on the annexed diagram SG No 3588/1997 is a portion),

(18)



1. is by Notarial Deed K.2702/1976-S subject to a servitude of pipeline as indicated by the figure S56 S57 S58 S59 on Diagram SG No 3588/1997 annexed hereto, in favour of the Rand Water Board, which servitude includes ancillary rights, as will more fully appear from reference to the said Notarial deed.
  2. is by Notarial Deed K.2703/1976S subject to a servitude of pipeline, 16 meters wide, as indicated by the figure S56 S60 S61 S62 S63 S59 on diagram SG No 3588/1997 hereto annexed, in favour of the Rand Water Board, which servitude includes ancillary rights, as will more fully appear from reference to the said Notarial Deed.
- F. The former remaining extent of portion 5 of the said farm, measuring 953,9285 hectares, (of which the figure CDEFGHJKLMNPQRSTUVWXYZA'B'C' D' E' F' G' H' J' K' L' M' N' P' Q' R' S' T' U' V' W' X' Y' Z' abcdefghijklmnpqrstux'w' excluding the figure a'b'c'd' on the annexed diagram SG No 3588/1997 is a portion) is subject to an Order of the Supreme Court of South Africa, made on the 3rd July 1979 in Case no M1722/79. The said Order and Agreement is filed under BC9566/83.
- G. The former remaining extent of portion 5 of the said farm, measuring 953,9285 hectares, (of which the figure ABCDEFGHJKLMNPQRSTU VWYZA'B'C'D'E' F' G' H' J' K' L' M' N' P' Q' R' S' T' U' V' W' X' Y' Z' abcdefghijklmnpqrstux'w' excluding the figure a'b'c'd' on the annexed diagram SG No 3588/1997 is a portion) is -
1. By Notarial Deed K.1087/1985 subject in favour of the City Council of Centurion to a right of way 1410 square meters in extent, indicated by the figure S S20 S21 S22 R on Diagram SG No 3588/1997 annexed hereto and as will more fully appear from reference thereto.
  2. By Notarial Deed K2931/1986S subject to a perpetual right to provide electricity by way of wires etc over the servitude area indicated by the line D54 S55 on Diagram SG 3588/1997 annexed hereto, in favour of the City Council of Centurion.
  3. By Notarial Deed of Servitude K1414/90S subject to a perpetual servitude of right of way 5,0491 hectares in extent, indicated by the figure S23 S24 S25 S26 S27 S28 S29S30 S31S32 S33 S34 S35 S36 S37 S38 S39 S40 S41 S42 S43 S44 S45 S47 S48 S49 S60 S61 S62 S53 on Diagram SG No 3588/1987 annexed hereto in favour of the City Council of Centurion together with ancillary rights, as will more fully appear from reference to the said Notarial deed.
- H. The former remaining extent of portion 5 of the said farm, measuring 952,2540 hectares, (of which the figure ABCDEFGHJKLMNPQRST U V W X Y Z A' B' C' D' E' F' G' H' J' K' L' M' N' P' Q' R' S' T' U' V' W' X' Y' Z' abcdefghijklmnpqrstux'w' excluding the figure a'b'c'd' on the annexed diagram SG No 3588/1997 is a portion) is by Notarial Deed of Servitude K,5400/93S dated the 3rd May 1993 subject to a water pipeline servitude -
- (a) as indicated by the figure S16 S17 S18 S19 on diagram SG No 3588/1997 annexed hereto; and
  - (b) as indicated by the figure S1 S11 S12 S13 S14 S15 S10 S9 on diagram S.G. No 3588/1997 annexed hereto in favour of the City Council of Centurion as will more fully appear from reference to the said Notarial Deed.

In favour of the CITY COUNCIL OF CENTURION as will more fully appear from reference to the said Notarial Deed.

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- J. Die Resterende gedeelte van Gedeelte 5 van die plaas DOORNKLOOF 391, Registrasie Afdeling JR, Provinsie van Gauteng, groot 939,0565 Hektaar (waarvan die figuur ABCDEFGHIJKLMNOPQRSTUVWXYZA'B'C'D'E'F'G'H'J'K'L'M'N'P'Q'R'S'T'U'V'W'X'Y'Z' abodeghiklm'ypqrstux'w' uitgesluit die figuur a'b'c'd' op die aangehegte Kaart SG No 3588/1997 'n gedeelte uitmaak) is onderhewig aan Onteieningskennigegewing EX347/98.
- K. Kragtens Notariële Akte van Servituut K.6038/1995 is die Resterende Gedeelte van Gedeelte 5 van die plaas Doornkloof 391, Registrasie Afdeling J.R. Provinsie van Gauteng, groot 566,0068 hektaar (waarvan die figuur ABCDEFGHIJKLMN O Q R S T U V W X Y Z A' B' C' D' E' F' G' H' J' K' L' M' N' P' Q' R' S' T' U' V' W' X' Y' Z' abodeghiklm'ypqrstux'w' uitgesluit die figuur a'b'c'd' 'n gedeelte uitmaak) onderhewig aan:
- 'n Ewigdurende servituut van kraglyn, 3 meters wyd, ten gunste van die Stadsraad van Centurion, welke servituut aangedui word deur die lyn S3 S4 op Kaart SG No 3587/1997 hieraan geheg.
  - 'n Ewigdurende servituut van kraglyn, 3 meters wyd, ten gunste van die Stadsraad van Centurion, welke servituut aangedui word deur die figuur L S8, S9 S10 op Kaart SG No 3587/1997 hieraan geheg.
- L. By virtue of Notarial deed of servitude K003322/2002S dated 27/5/2002 the within mentioned property is subject to servitudes for road and municipal purposes in favour of the City of Tshwane Metropolitan Municipality as indicated by the figure ABCDEFGHIJKLMNPQR STUVWYZbodeghijklmnpqr Stuvwxyz A1 B1 C1 D1 E1 F1 G1 H1 J1 K1 L1 M1 N1 P1 Q1 R1 S1 T1 U1 V1 W1 X1 Y1 Z1 a1b1c1d1 on diagram SG No 2631/2002 as will more fully appear from the said deed".

The following servitude, appearing as an endorsement on Title Deed T125729/2005 -

A SERVITUDE for general municipal services (stormwater), in extent 3981 (Three Thousand Nine Hundred and Eighty One) and 1290 (One Thousand Two Hundred and Ninety) square meters, depicted by the figures ABCDEFNPQRSTA and GHJKLMG respectively on diagram S.G.13209/2007 In favour of the City of Tshwane Metropolitan Municipality, as will more fully appear from Notarial Deed of Servitude K.3115/2008.

- 1.3.2 The following condition and servitude in Deed of Transfer T125729/05, which affects a street in the township only:

The former remaining extent of portion 5 of the said farm, measuring 953,9285 hectares, (of which the figure ABCDEFGHIJKLMNPQRSTUVWXYZA'B'C'D'E'F'G'H'J'K'L'M'N'P'Q'R'S'T'U'V'W'X'Y'Z' abodeghiklm'ypqrstux'w' excluding the figure a'b'c'd' on the annexed diagram SG No 3588/1997 is a portion) is -

4. By virtue of Notarial Deed K1118/92 S subject to servitude for flood water purposes in favour of the CITY COUNCIL OF CENTURION, the centre line whereof is indicated by the line S1 S2 on Diagram SG No 3588/1997 annexed hereto, being 8 metres wide, as will more fully appear from the reference to the said Notarial deed".

- 1.3.3 The following condition appearing as an endorsement on Deed of Transfer T125729/05, which affects Erf 3630 in the township only:

A SERVITUDE 3 (three) meters wide for general municipal services, in favour of the City of Tshwane Metropolitan Municipality, the centre line of which is indicated by the line A B C D E F G H J on diagram SG No 6249/2005 and will more fully appear from Notarial Deed of Servitude K. 3116/2008.

#### 1.4 PRECAUTIONARY MEASURES

- 1.4.1 The township owner shall appoint a competent person(s) to -

- compile a complete risk management plan and wet services plan for the entire township; and

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- (ii) compile a construction report, which must include the mapping details of trenches and revised stability map, confirming the conditions on site and the position of structures and wet services. Certification on the method of backfilling of the boreholes must be included.

1.4.2 The township owner is responsible to facilitate the procedure to transfer the responsibility for the management of the risk management plan legally to a representative Section 21 Company as applicable.

1.4.3 The township owner shall at its own expense, make arrangements with the Local Authority in order to ensure that –

1.4.3.1 water will not accumulate to the effect that the entire surface of the township area is drained properly and that streets are sealed effectively with tar, cement or bitumen; and

1.4.3.2 trenches and excavations for foundations, pipes and cables or for any other purposes, are properly refilled with damp soil in layers not thicker than 50 mm, and compacted until the same grade of compaction as that of the surrounding material is obtained.

1.5 COMPLIANCE WITH CONDITIONS IMPOSED BY THE DEPARTMENT OF PUBLIC TRANSPORT, ROADS AND WORKS

The township owner shall at his own expense comply with all the conditions imposed by which the Gauteng Department of Public Transport, Roads and Works, has granted consent for the development.

1.6 ACCOUSTIC SCREENING / NOISE BARRIERS

The applicant shall be responsible for any costs involved in the erection of Acoustic Screening. If and when the need arises to construct such screening.

1.7 DEMOLITION OF BUILDINGS AND STRUCTURES

The township owner shall at its own expense cause all existing buildings and structures situated within the building line reserves, side spaces or over common boundaries to be demolished to the satisfaction of the Local Authority, when required by the local authority to do so.

1.8 REMOVAL OF LITTER

The township owner shall at his own expense have all litter within the township area removed to the satisfaction of the Local Authority, when required to do so by the Municipality.

1.9 REMOVAL OR REPLACEMENT OF TELKOM SERVICES

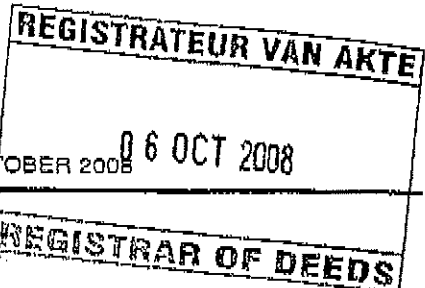
Should it become necessary to remove and/or replace any existing Telkom services as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

1.10 REMOVAL OR REPLACEMENT OF ESKOM POWER LINES

Should it become necessary to remove and/or replace any existing power lines of Eskom as a result of the establishment of the township, the cost thereof shall be borne by the township owner.

1.11 COMPLIANCE WITH CONDITIONS IMPOSED BY GDACE

The township owner shall at his own expense comply with all the conditions imposed by the Gauteng Department of Agriculture, Conservation and Environment, as well as any other applicable provisions, in terms of the provision of the Environmental Conservation Act, 73 of 1989 or the National Environmental Management Act, 107 of 1998 as the case may be.



## 1.12 ERECTION OF FENCE OR OTHER PHYSICAL BARRIER

The township owner shall at his own expense erect a fence or other physical barrier to the satisfaction of the Head of the Department: Gauteng Provincial Government: Department of Public Transport, Roads and Works, as and when required by him to do so, and the township owner shall maintain such fence or physical barrier in a good state of repair until such time as the erven in the township are transferred to ensuing landowners, after which the responsibility for the maintenance of such fence or physical barrier rests with the latter.

## 1.13 DEPARTMENT OF PUBLIC TRANSPORT, ROADS AND WORKS: ACOUSTIC SCREENING MEASURES

The applicant shall be responsible for any costs involved in the erection of acoustic screening along Road PWV6.

## 1.14 ACCESS

No ingress from Road PWV6 to the township and no egress to Road PWV6 from the township shall be allowed.

## 1.15 SERVITUDE FOR CONSERVATION PURPOSES

1.15.1 The applicant, or its successor in title, shall register a servitude for conservation purposes over the designated areas on portion 198 and part of the remainder of portion 335 of the farm Doornkloof 391 JR in favour of the South African Bio Diversity Institute (SANBI) in accordance with the Record of decision under reference Gaut 002/05-06/1013, dated 13 November 2006 or any other subsequent decision due to an appeal against the Record of Decision or any judgment due to review proceedings should any township applications or land development areas be approved and development take place to the south of Olleventhoutbosch Road.

1.15.2 Should, for whatever reason, no development be allowed by the relevant authorities south of Olleventhoutbosch Road and after all remedies have been exhausted by the applicant against such non authorization the servitude shall subject to the provisions of paragraph 2.15.1 above be registered immediately, the terms and conditions which shall be mutually agreed upon as soon as the conservation area is defined.

## 1.16 NATIONAL HERITAGE RESOURCE ACT

The township owner shall at his own expense comply with the provisions of the National Heritage Resource Act, 25 of 1999.

## 1.17 RECEIVING AND DISPOSAL OF STORMWATER

The township owner shall arrange the stormwater drainage of the township in such a way as to fit in with that of adjacent roads and he shall receive and dispose of the storm water running off or being diverted from the road.

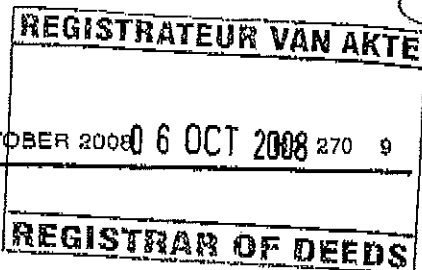
The Service Report containing the stormwater design proposal must be submitted to the Municipality for approval at the time of the application, i.e. before Township Proclamation.

## 1.18 LAND TO BE TRANSFERRED TO THE SECTION 21 COMPANY

Erf 3621 up to and including erf 3630 shall be transferred to the Section 21 Company (Century Manor Home Owners Association) within a period of six months after proclamation of the township or when the first erven in the township becomes transferable whichever ever the sooner, by and at the expense of the township owner.

## 1.19 RESTRICTION ON THE ALIENATION OF LAND

Regardless of the issuing of a certificate as contemplated in section 82(1)(b)(ii)(cc) of the Town-planning and Townships Ordinance, 1986 (Ordinance 15 of 1986), no erf in the township may be transferred or be dealt with otherwise until the City of Tshwane Metropolitan Municipality certifies that the developer has complied with the provisions of conditions 1.20.



## 1.20 THE DEVELOPERS OBLIGATIONS

### 1.20.1 ASSOCIATION AND STATUTES

The developer must register a section 21 company (Home Owners Association) in terms of the provisions of the Companies Act, 1973 (Act 61 of 1973).

All the owners of Erven 3461-3620 must become members of Century Manor Home Owners Association. A copy of the registered deed of Association (CM4) and the Company's Statutes must be submitted to the City of Tshwane Metropolitan Municipality.

The Association and Statutes must clearly state that the main objective of the homeowners' association is the maintenance of the internal road, as well as landscaping and security. The developer is deemed to be a member of the section 21 company (Century Manor Home Owners Association), with all the rights and obligations of an ordinary member, until the last erf has been transferred.

### 1.20.2 PROVISION OF ENGINEERING DRAWINGS

The developer must submit to the City of Tshwane Metropolitan Municipality complete engineering drawings in respect of the internal road and storm water sewers, prior to the commencement of the construction of the said services.

### 1.20.3 PROVISION OF A CERTIFICATE BY A PROFESSIONAL ENGINEER

Before any erf is transferred, the City of Tshwane Metropolitan Municipality must be provided with a certificate by a Professional Engineer for the internal road and stormwater services, in which it is certified that these internal engineering service have been completed and that the engineers accept liability for the services. The City of Tshwane Metropolitan Municipality may at its own discretion allow an exception in respect of the internal road and stormwater sewers. If this is the case, the developer must give the City of Tshwane Metropolitan Municipality an undertaking that the developer will complete this service on or before a certain date and must provide the City of Tshwane Metropolitan Municipality with a guarantee issued by a recognized financial institution.

No building plans will be approved before the services are completed and (if applicable) taken over by the divisions of the Service Delivery Department.

### 1.20.4 MAINTENANCE PERIOD AND GUARANTEE

A maintenance period of 12 (twelve) months commences when the road and stormwater sewers has been completed. The developer must furnish the Section 21 Company with a maintenance guarantee, issued by a recognized financial institution, in respect of poor workmanship and/or materials with regard to the road; which guarantee must be for an amount that is equal to 10% of the contract cost of the civil service and proof of this must be submitted to the City of Tshwane Metropolitan Municipality.

All internal and external water and sanitation infrastructure will be maintained by the Municipality and not by the Section 21 Company. The developer must furnish the City of Tshwane Metropolitan Municipality with a 100% guarantee of the estimate construction cost, issued by a recognized financial institution before the commence date of the contract.

The developer must furnish the City of Tshwane Metropolitan Municipality with a maintenance guarantee, issued by a recognised financial institution, in respect of poor workmanship and/or materials with regard to the water and sewerage services, which guarantee must be for an amount that is equal to 10% of the contract cost.

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REGISTRATEUR VAN AKTE

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## 2. CONDITIONS OF TITLE

## 2.1 CONDITIONS IMPOSED BY THE LOCAL AUTHORITY IN TERMS OF THE PROVISIONS OF THE TOWN-PLANNING AND TOWNSHIPS ORDINANCE, 1986 (ORDINANCE 15 OF 1986)

## 2.1.1 ALL ERVEN

2.1.1.1 The erf is subject to a servitude, 3m wide, in favour of the Local Authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude for municipal purposes 2m wide across the access portion of the erf, if and when required by the Local Authority: Provided that the Local Authority may dispense with any such servitude.

2.1.1.2 No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2m thereof.

2.1.1.3 The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the construction, maintenance or removal of such sewerage mains and other works being made good by the local authority.

## 2.1.2 ERF 3622 AND ERF 3624

2.1.2.1 The erven are entirely subject to a servitude for engineering services (water, sewer and electricity) in favour of the Municipality as indicated on the General Plan.

2.1.2.2 The erven are entirely subject to a servitude for right of way in favour of Erven 3461 to 3620 and in favour of the Municipality for purposes of exercising its rights as referred to in 2.1.2.1 above.

## 2.1.3 ERF 3623

2.1.3.1 The area of the erf as indicated by the figures JA79ghj and kIA1mk, is subject to a servitude for engineering services (water, sewer and electricity) in favour of the Municipality as indicated on the General Plan.

2.1.3.2 The area of the erf as indicated by the figures JA79ghj and kIA1mk, is subject to a servitude for right of way in favour of Erven 3461 to 3620 and in favour of the Municipality for purposes of exercising its rights as referred to in 2.1.3.1 above.

## 2.1.4 ERVEN 3482, 3627, 3628 AND ERF 3569

The erven are subject to a 2,5m sewer servitude in favour of the Municipality as indicated on the General Plan.

## 2.1.5 ERVEN 3482 AND 3628

The erven are subject to a 2,5 m stormwater servitude in favour of the Municipality as indicated on the General Plan.

## 2.1.6 ERVEN 3627 AND 3569

The erven are subject to a 2,5 m stormwater servitude in favour of the Section 21 Company as indicated on the General Plan.



REGISTRATEUR VAN AKTE  
0-6-OCT 2008  
No. 270 11  
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2.1.7. ERF 3516

The erf is subject to a 3 m stormwater servitude in favour of the Municipality as indicated on the General Plan.

2.1.8. ERVEN 3479, 3486, 3504, 3510 UP TO AND INCLUDING 3512, 3524, 3527, 3528, 3532 UP TO AND INCLUDING 3535, 3550, 3553 UP TO AND INCLUDING 3555, 3560 UP TO AND INCLUDING 3562, 3567 UP TO AND INCLUDING 3585, 3596 UP TO AND INCLUDING 3604, 3626

The erven are subject to a 3 m sewer servitude in favour of the Municipality as indicated on the General Plan.

2.1.9. ERF 3548

The erf is subject to a 3 m stormwater servitude in favour of the Section 21 company.

2.1.10. ERF 3486

The erf is subject to a 3 m water servitude in favour of the Municipality as indicated on the General Plan.

2.1.11. ALL ERVEN (EXCLUDING ERVEN 3521 UP TO AND INCLUDING 3630)

Upon transfer, the owner of each erf must automatically become a member of the section 21 Company and remain a member until he or she ceases to be the registered owner of that erf, which condition must be included in the title deed of the portion.

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v B4

Memorandum  
and  
Articles of Association  
of

**CENTURY MANOR HOME OWNERS  
ASSOCIATION**

**(ASSOCIATION INCORPORATED UNDER  
SECTION 21)**

**SGA** S Gerber  
Attorneys

Castle Walk Corporate Park, Block G,  
First Floor, off Mosses & Swales Streets,  
Emaningwood Ext 3, Pretoria

Private Bag X10, Postnet Suite 491  
Fouriesburg, 0017

S  
[Signature]

REPUBLIC OF SOUTH AFRICA  
COMPANIES ACT, 1973  
(Section 64)

Recd: [unclear] ny  
CENTURY MANOR HOME OWNERS ASSOCIATION  
2006/00453-1/08

**CERTIFICATE OF INCORPORATION OF A COMPANY  
NOT HAVING A SHARE CAPITAL**

This is to certify that

**CENTURY MANOR HOME OWNERS ASSOCIATION (ASSOCIATION INCORPORATED  
UNDER SECTION 21)**

was this day incorporated under the Companies Act, 1973 (Act 61 of 1973) and that the Company is limited by guarantee and is incorporated under Section 21 of the Act.

SIGNED and SEALED at PRETORIA this 15 day of FEBRUARY Two Thousand and Six

\_\_\_\_\_  
REGISTRAR OF COMPANIES

Seal of Companies  
Registration Office

\_\_\_\_\_  
This Certificate is not valid unless sealed by the seal of the Companies Registration Office.

I, the undersigned,

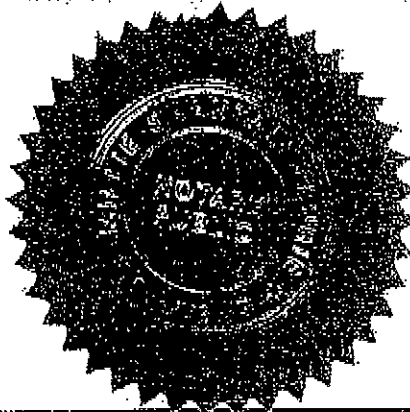
**MILLIE SHANTALL-LURIE**

residing and practising at Pretoria in the Province of Gauteng, of the Republic of South Africa, Notary Public by lawful authority duly sworn and admitted do hereby certify and attest unto all whom it may concern that the documents annexed being the Memorandum of Association and Articles of Association of

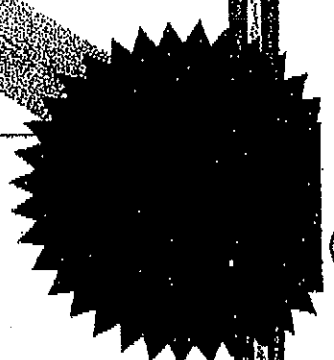
**CENTURY MANOR HOME OWNERS ASSOCIATION  
(ASSOCIATION INCORPORATED UNDER SECTION 21)**

which were prepared by **S GERBER ATTORNEYS** are a true and correct copy of the signed original, and agree therewith in every respect. An act whereof being required, I have granted these presents under my Notarial Form and Seal to serve and avail as occasion shall or may require.

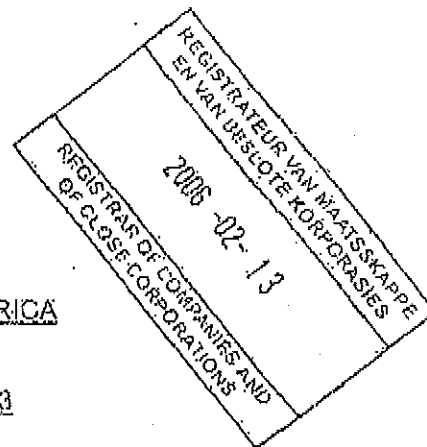
SIGNED AT PRETORIA on this the 13<sup>th</sup> day of ~~June~~ 2006.



  
NOTARY PUBLIC



FORM CM4



REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 1973

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

Registration Number of Company

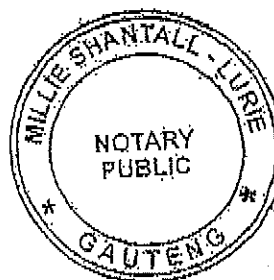
 CENTURY MANOR HOME OWNERS ASSOCIATION  
2006/00453-1/08

MEMO

... OF A COMPANY

NOT HAVING A SHARE CAPITAL

CENTURY MANOR HOME OWNERS ASSOCIATION (ASSOCIATION INCORPORATED  
UNDER SECTION 21)



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29

1. NAME

- (a) The name of the Company is Century Manor Home Owners Association (Association Incorporated Under Section 21)
- (b) The name of the Company in the other official language of the Republic is N/A
- (c) The shortened form of the name of the Company is N/A

2. PURPOSE DESCRIBING MAIN BUSINESS

The main business which the Company is to carry on is maintenance of the internal roads, common property, landscaping and security.

3. MAIN OBJECT

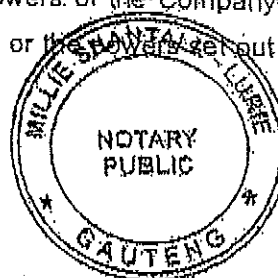
The main object of the Company is to provide maintenance of the internal roads, common property, landscaping and security.

4. ANCILLARY OBJECTS EXCLUDED

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

5. POWERS

- 5.1 The specific powers or part of any powers of the Company, if any, which are excluded from the plenary powers or the powers set out in Schedule 2 to the Act:



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The Company shall not be entitled to distribute in specie or in kind any of its assets among its members, accordingly power (s) is excluded.

5.2 The specific powers or part of any specific powers of the Company set out in Schedule 2 to the Act which are qualified under Section 34 of the Act are:

5.2.1 power (b) which is amended by the addition of the words "provided the leasing of premises is not the major business of the Company" after the words "... or all or any part of its property and assets".

5.2.2 power (f) which is amended to read as follows:

"To lend money to any person or company provided it is to the direct benefit and promotion of the main object of the Company and provided that interest on the loan is not less than the prevailing rate of interest".

5.2.3 power (k) to be modified to read as follows:

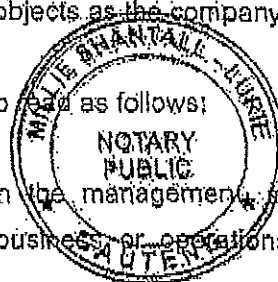
"To form and have an interest in any company or companies having the same or similar objects to the company for the purpose of acquiring the undertaking or all or any of the assets or liabilities of that company or companies or for any other purpose which may seem, directly or indirectly, calculated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

5.2.4 power (l) to be modified to read as follows:

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

5.2.5 power (m) to be modified to read as follows:

"To take part in the management, supervision and control of the business or operations of any other



company or business having the same or similar objects as the company and to enter into partnerships having the same or similar objects as the Company".

5.2.6 power (n) to be modified to read as follows:

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

5.2.7 power (o) to read as follows:

"To make donations provided that no donation may be made to members or directors".

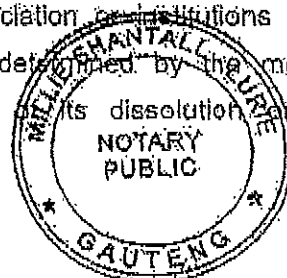
5.2.8 power (r) to read as follows:

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

6. CONDITIONS

6.1 The income and property of the Company whencesoever 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 Company 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 or servant of the Company or to any member thereof in return for any services actually rendered to the Company:

6.2 Upon its winding-up, deregistration or dissolution, the assets of the Company remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institutions having objects similar to its main object, to be determined by the members of the Company at or before the time of its dissolution, or, failing such determination, by the Court.



7. PRE-INCORPORATION CONTRACTS: NONE

8. GUARANTEE

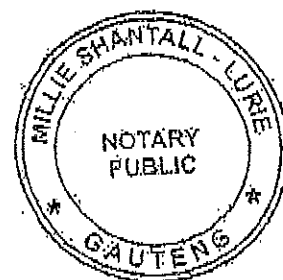
8.1 The liability of members is limited to the amount referred to in paragraph 8.2.

8.2 Each member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and of the costs, charges and expenses of the winding-up, and for adjustment of the rights of the contributories among themselves, which liability shall be limited to R1-00 (ONE RAND) by each member.

9. FINANCIAL YEAR END: Last day of February

ASSOCIATION CLAUSE

We, the several person 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.



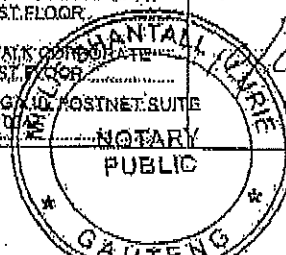
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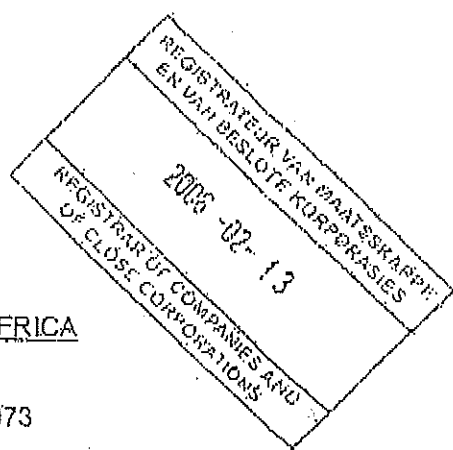
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# ASSOCIATION CLAUSE

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 subscribers                                                                                                                                                                                                                                                                                                                                                 | Date and signature of subscriber         | Particulars of witness                                                                                                                                                                                                                                                                              | Date and signature of witness  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1. Full names.....JAMES BARRY MUNNIK HERTZOG<br>Occupation.....DIRECTOR<br>Residential address.....BLOCK 5, PHASE 4,<br>BOARDWALK OFFICE PARK, FAERIE GLEN, 0043<br>Business address.....BLOCK 5, PHASE 4,<br>BOARDWALK OFFICE PARK, FAERIE GLEN, 0043<br>Postal address.....P O BOX 39727, FAERIE GLEN,<br>0043                                                           | <i>pp</i> <i>Signature</i><br>2006/02/10 | 1. Full names.....JOIETT VENTER<br>Occupation.....ATTORNEY<br>Residential address.....CASTLE WALK CORPORAT<br>PARK, BLOCK G, FIRST FLOOR<br>Business address.....CASTLE WALK CORPORATE<br>PARK, BLOCK G, FIRST FLOOR<br>Postal address.....PRIVATE BAG X10, POSTNET SUITE<br>491, ELARDUS PARK 0047 | <i>Signature</i><br>10/02/2006 |
| 2. Full names.....EUGENE WEISS<br>Occupation.....DIRECTOR<br>Residential address.....BLOCK 5, PHASE 4,<br>BOARDWALK OFFICE PARK, FAERIE GLEN, 0043<br>Business address.....BLOCK 5, PHASE 4,<br>BOARDWALK OFFICE PARK, FAERIE GLEN, 0043<br>Postal address.....P O BOX 39727, FAERIE GLEN,<br>0043                                                                         | <i>pp</i> <i>Signature</i><br>2006/02/10 | 2. Full names.....JOIETT VENTER<br>Occupation.....ATTORNEY<br>Residential address.....CASTLE WALK CORPORAT<br>PARK, BLOCK G, FIRST FLOOR<br>Business address.....CASTLE WALK CORPORATE<br>PARK, BLOCK G, FIRST FLOOR<br>Postal address.....PRIVATE BAG X10, POSTNET SUITE<br>491, ELARDUS PARK 0047 | <i>Signature</i><br>10/02/2006 |
| 3. Full names.....CORNE JUAN ROELOPSE<br>Occupation.....TOWN PLANNER<br>Residential address.....181 BOTANICA, PITTS STREET<br>WEAVING PARK, 0184<br>Business address.....BLOCK 5, THE BOARDWALK,<br>HAY MEADOW STREET, FAERIE GLEN, 0043<br>Postal address.....P O BOX 39727, FAERIE GLEN,<br>0043                                                                         | <i>pp</i> <i>Signature</i><br>2006/02/10 | 3. Full names.....JOIETT VENTER<br>Occupation.....ATTORNEY<br>Residential address.....CASTLE WALK CORPORAT<br>PARK, BLOCK G, FIRST FLOOR<br>Business address.....CASTLE WALK CORPORATE<br>PARK, BLOCK G, FIRST FLOOR<br>Postal address.....PRIVATE BAG X10, POSTNET SUITE<br>491, ELARDUS PARK 0047 | <i>Signature</i><br>10/02/2006 |
| 4. Full names.....JOSEF JOHANNES JORDAAN<br>Occupation.....TOWN PLANNER<br>Residential address.....68 OVERBERG, EQUESTRIA ESTATE, C/O<br>LIBERTAS & STELLENBERG ROAD, EQUESTRIA<br>BLOCK 5, PHASE 4,<br>Business address.....BOARDWALK OFFICE PARK, FAERIE GLEN, 0043<br>"POSTNET SUITE 25", PRIVATE BAG X1 THE<br>WILLOWS 0041<br>Postal address.....JACOBUS SINAL CRONJE | <i>pp</i> <i>Signature</i><br>2006/02/10 | 4. Full names.....JOIETT VENTER<br>Occupation.....ATTORNEY<br>Residential address.....CASTLE WALK CORPORAT<br>PARK, BLOCK G, FIRST FLOOR<br>Business address.....CASTLE WALK CORPORATE<br>PARK, BLOCK G, FIRST FLOOR<br>Postal address.....PRIVATE BAG X10, POSTNET SUITE<br>491, ELARDUS PARK 0047 | <i>Signature</i><br>10/02/2006 |
| 5. Full names.....TOWN PLANNER<br>Occupation.....UNIT 46, VERONA COMPLEX,<br>LA MONTAGNE, 0080<br>Residential address.....BLOCK 5, THE BOARDWALK,<br>HAY MEADOW STREET, FAERIE GLEN, 0043<br>Business address.....P O BOX 39727, FAERIE GLEN,<br>0043<br>Postal address.....                                                                                               | <i>pp</i> <i>Signature</i><br>2006/02/10 | 5. Full names.....JOIETT VENTER<br>Occupation.....ATTORNEY<br>Residential address.....CASTLE WALK CORPORAT<br>PARK, BLOCK G, FIRST FLOOR<br>Business address.....CASTLE WALK CORPORATE<br>PARK, BLOCK G, FIRST FLOOR<br>Postal address.....PRIVATE BAG X10, POSTNET SUITE<br>491, ELARDUS PARK 0047 | <i>Signature</i><br>10/02/2006 |
| 6. Full names.....JAN WILLEM LOTZ<br>Occupation.....TOWN PLANNER<br>Residential address.....142 PABULO, 624 YARM ROAD, EQUESTRIA<br>BLOCK 5, PHASE 4,<br>Business address.....BOARDWALK OFFICE PARK, FAERIE GLEN, 0043<br>"POSTNET SUITE 204", PRIVATE BAG X1, THE<br>WILLOWS 0041<br>Postal address.....                                                                  | <i>pp</i> <i>Signature</i><br>2006/02/10 | 6. Full names.....JOIETT VENTER<br>Occupation.....ATTORNEY<br>Residential address.....CASTLE WALK CORPORAT<br>PARK, BLOCK G, FIRST FLOOR<br>Business address.....CASTLE WALK CORPORATE<br>PARK, BLOCK G, FIRST FLOOR<br>Postal address.....PRIVATE BAG X10, POSTNET SUITE<br>491, ELARDUS PARK 0047 | <i>Signature</i><br>10/02/2006 |
| 7. Full names.....JANINE BUBB<br>Occupation.....TOWN PLANNER<br>Residential address.....68 ELEROS VILLAS, FAERIE GLEN 0043<br>Business address.....BLOCK 5, THE BOARDWALK,<br>HAY MEADOW STREET, FAERIE GLEN, 0043<br>"P O BOX 39727, FAERIE GLEN,<br>0043<br>Postal address.....                                                                                          | <i>pp</i> <i>Signature</i><br>2006/02/10 | 7. Full names.....JOIETT VENTER<br>Occupation.....ATTORNEY<br>Residential address.....CASTLE WALK CORPORAT<br>PARK, BLOCK G, FIRST FLOOR<br>Business address.....CASTLE WALK CORPORATE<br>PARK, BLOCK G, FIRST FLOOR<br>Postal address.....PRIVATE BAG X10, POSTNET SUITE<br>491, ELARDUS PARK 0047 | <i>Signature</i><br>10/02/2006 |





REPUBLIC OF SOUTH AFRICA

COMPANIES ACT, 1973

ARTICLES OF ASSOCIATION  
OF A COMPANY NOT HAVING A SHARE CAPITAL

Section 60(1); regulation 18

Registration No. of Company

 CENTURY MANOR HOME OWNERS ASSOCIATION  
2006/00453-1/08

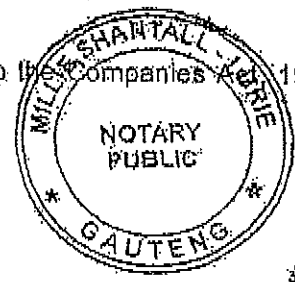
NAME OF COMPANY:

CENTURY MANOR HOME OWNERS ASSOCIATION.

(Association incorporated under Section 21)

1. PRELIMINARY

1.1 The Articles of Table A contained in Schedule 1 to the Companies Act, 1973, shall not apply to the Company.





1.2 The Articles of the Company are as follows.

## 2. DEFINITIONS

2.1 In these presents the following words shall, unless the context other requires, have meanings hereinafter assigned to them.

"Authorised representative" means a person duly authorized by a company or other body corporate to act as its representative at any general meeting of the company;

"Act" means the Companies Act No. 64 of 1973. (as amended).

"Articles" means the Articles of Association of the Company;

"auditors" means the auditors of the Company;

"developer" means the owner and seller of property before any individual transfers were effected;

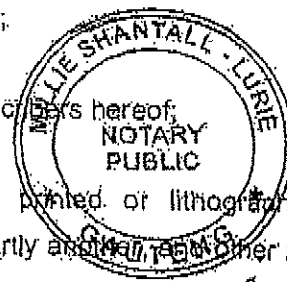
"Company" means Century Manor Home Owners Association (Association incorporated under Section 21);

"Chairman" means the Chairman of the Board of Directors;

"Directors", Board of of Directors" and "Board" means the Directors for the time being of the Company;

"founder members" means the subscribers hereof;

"in writing" means written, printed or lithographed or partly one or partly another or other modes



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of representing producing words in a visible form;

"land"

means any property in the scheme held by Deed of Title duly registered by the Registrar of Deeds.

"managing agent"

means any person or body appointed by the Company as an independent contractor to undertake any of the functions of the Company;

"member"

means a member of the Company;

"Memorandum"

means the Memorandum of Association;

"scheme"

means the housing scheme generally known and referred to as:  
Century Manor;

"Vice-chairman"

means the Vice-chairman of the Board of Directors;

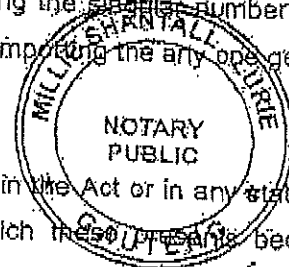
"owner"

means the registered owner of land; and  
the registered owner of any sectional title unit in a sectional title complex within the boundaries of the scheme; and

wherever reference is made to an owner it will include the registered owner of a sectional title unit.

2.2 Unless the context otherwise requires, any words importing the singular number shall also include the plural number, and vice versa and words importing the any one gender shall include the other two genders;

2.3 Subject as aforesaid, any words or expressions defined in the Act or in any statutory modifications of such Act in force at the date on which these rules become



binding on the Company shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

### 3. MEMBERSHIP

3.1 Membership of the Company shall be limited to:

3.1.1 the founder members; and

3.1.2 the developer in his capacity as such, as well as his authorised nominees; and

3.1.3 any other person who is reflected, in terms of the Deeds Registries Act in the records of the Deeds Office concerned, as the registered owner of any land in the scheme and who requests, in writing, to become a member of the Company and to be bound by the Memorandum and Articles of Association thereof.

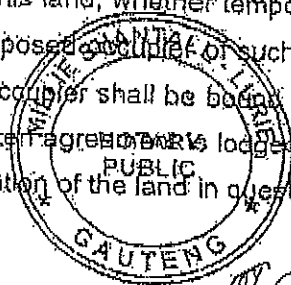
3.2 The subscribers to these Articles of Association shall be the founder members of the Company.

3.3 Where any land in the scheme is owned by more than one person, all the registered owners of that land shall together be deemed to be one member of the Company and have the rights and obligations of one member of the Company; provided however that all co-owners of any land shall be jointly and severally liable for due performance of any obligation of the Company.

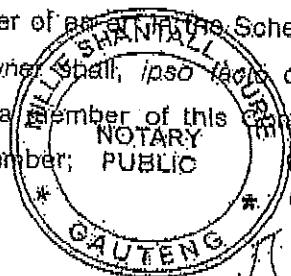
3.4 When a person is or becomes the registered owner of land in the scheme he shall *ipso facto* become a member of the Company, and when he ceases to be the owner of any such land in the scheme, he shall *ipso facto* cease to be a member of the Company.

### 4. RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 No member shall let or otherwise part with occupation of his land, whether temporarily or otherwise unless he has agreed in writing with the proposed occupier of such land as a *stipulatio alteri* in favour of the Company that such occupier shall be bound by all the terms and conditions of these presents, and such written agreement is lodged with the Company prior to the proposed occupier taking occupation of the land in question.



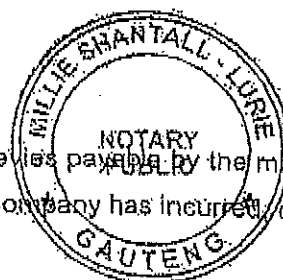
- 4.2 A member of the Company shall remain a member thereof until he ceases to be the owner of land in the scheme.
- 4.3 Every member shall;
- 4.3.1 further, to the best of his ability, the objects and interests of the Company;
- 4.3.2 observe all rules made by the Company or the Directors;
- 4.3.3 pay all levies due by the members of the Company, except for members referred to under Article 3.1.1. and 3.1.2.;
- 4.3.3 if so required by the Company sign all documents required to create a condition in the title deed of his property which will ensure that the property may not be sold or transferred without the buyer or transferee binding himself to become a member of the Company and without a certificate as contemplated in Article 5.9. The condition referred to shall be worded as near as possible to the condition contained in Annexure 1.
- 4.4 Subject to the rights of membership prescribed by the Act and by these Articles, membership shall confer upon each member of the following rights:
- 4.4.1 subject to the provisions of Article 8 below, the right to nominate and elect the Directors of the Company;
- 4.4.2 the right to receive copies of the annual financial statements of the Company;
- 4.4.3 subject to the provisions of Article 18.4 below, the right to receive notice of, attend, speak and vote at general meetings of the Company.
- 4.5 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 land.
- 4.6 Every member shall, when he agrees to transfer ownership of an erf in the Scheme, set it as a condition of the agreement of sale and transfer of an erf in the Scheme in terms set out in Annexure 2 hereto, that the new owner shall, *ipso facto* on the registration of the transfer into his/her name, become a member of this Company, accepting his/her obligations towards the Company as member;



- 4.7 No owner of an erf in the Scheme shall be entitled to dispose thereof to any other person without the written consent of the Company under the hand of its Secretary or his/her authorised agent, which consent will not be withheld unless,
- 4.7.1 such owner is in arrear with any levies or payment due to the Company in terms of these Articles or otherwise;
- 4.7.2 the proposed transferee has not agreed to become a member of the Company;
- 4.7.3 such owner has, after notice by the Company, failed to comply with any of the conditions of the agreement of sale by virtue of which he acquired the erf in the Scheme or any provision of these Articles or any rules made there under.
- 4.8 No owner of an erf in the Scheme shall be entitled to pass transfer thereof to any other person until the Company under the hand of its Secretary or his/her authorised representative has certified that such owner as at date of transfer has complied with all his/her financial obligations towards the Company.
- 4.9 The provisions of 3.1.1 and 3.1.2 shall apply *mutatis mutandis* to any alienation of an undivided share in an erf in the Scheme.
- 4.10 The registered owner of an erf in the Scheme shall not resign as a member of the Company.
- 4.11 The Developer, or a member who is a member of the Company in his/her capacity as a representative of the Developer, will cease to be a member of the Company when the last stand is transferred by the Developer.
- 4.12 The directors of the Company may impose an additional, reasonable fee upon the members of the Company for the issuing of the clearance certificate as referred to in Article 5.9. The said fee will be determined by the directors from time to time and will be subject to ratification by the Company at its Annual General Meeting.

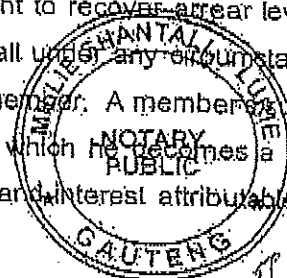
## 5. LEVIES

- 5.1 The Directors may from time to time determine the levies payable by the members for the purpose of meeting all the expenses which the Company has incurred or to which



the Directors reasonably anticipate the Company will be put in the attainment of its objects or the pursuit of its business.

- 5.2 The directors shall not less than thirty days prior to the end of each financial year or so soon thereafter as is reasonably possible, prepare and serve upon every member at the address chosen an estimate, in reasonable detail, of the amount which shall be required by the Company to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The Directors may include in such estimate an amount to be held in reserve to meet anticipated expenditure not on an annual nature.
- 5.3 Each notice to each member shall specify the contribution (levy) payable by that member to such expenses and reserve fund.
- 5.4 Every levy shall be payable in equal monthly instalments, due in advance on the first day of each month and every month of each financial year.
- 5.5 In the event of the Directors for any reason whatsoever failing to prepare and timeously serve the estimate referred to in Article 5.2 above, every member shall until served with such estimate, continue to pay the levy previously imposed and shall after service of such notice pay the levy specified therein.
- 5.6 The directors may from time to time impose special levies upon the members in respect of all expenses as are mentioned in Article 5.1 which are not included in any estimate made in terms of Article 5.2, and may in imposing such levies further determine the terms of payment thereof.
- 5.7 The Directors shall be empowered in addition to such other rights as the Company may have in law against its members to determine the rate of interest from time to time chargeable upon arrear levies, provided that such rate of interest shall not exceed 2 percentage points above the prime rate.
- 5.8 The obligation of a member to pay a levy and interest shall cease upon his ceasing to be a member without prejudice to the Company's right to recover arrear levies and interest. No levies or interest paid by a member shall under any circumstances be repayable by the Company upon his ceasing to be a member. A member's successor in title to land shall be liable as from the date upon which he becomes a member pursuant to the transfer of that land, to pay the levy and interest attributable to that land.



5.9 No land of a member shall be capable of being transferred without a Certificate first being obtained from the Company confirming that all levies and interest have been paid up and including date of registration of transfer thereof.

5.10 The Developer shall not be obligated to pay any of the levies, fees or interest referred to in this Articles of Association.

## 6. RULES

6.1 Subject to any restriction imposed or direction given at a general meeting of the Company, the Directors may from time to time make rules applicable to its members which may include house rules in regard to:

6.1.1 the right to determine and control all security measures in the scheme and in respect of or across any roadway which vests in the Company;

6.1.2 the control and collection of refuse;

6.1.3 the movement of vehicles within the scheme;

6.1.4 regulation of the use of public spaces;

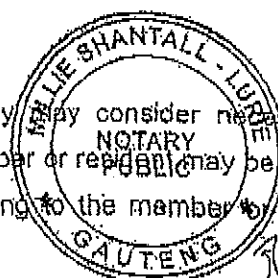
6.1.5 Any such aspect pertaining to the Scheme that the Company deems necessary.

6.1.6 the furtherance and promotion of any of the objects of the Company and/or for the better management of the affairs of the Company and/or for the advancement of the interests of members and/or residents in the scheme;

6.2 For the enforcement of any of the rules made by the Directors in terms hereof and for the payment of any debt due to the Company, the Directors may:

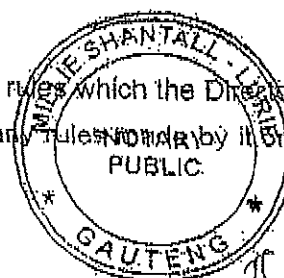
6.2.1 give notice to the member or resident concerned requiring him to remedy a breach thereof or make payment within such reasonable period as the Director may determine; and/or

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



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

- 6.2.3 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 Company; and/or
- 6.2.4 take such other action, including proceedings in Court, as they may deem fit.
- 6.3 In the event of the Directors instituting any legal proceedings against any member for the enforcement of any of the rights of the Company in terms hereof, the Company shall be entitled to recover, on demand, all legal costs so incurred from the member or resident concerned, calculated as between attorney and own client
- 6.4 In the event of any breach of the rules by the members of any member's or resident's household, or his guests, or lessees, or any occupiers of a member's land, such breach shall be deemed to have been committed by the member himself; but without prejudice to the foregoing, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 6.5 In the event of any member disputing the fact that he has committed a breach of any of the rules, a committee of three Directors 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;
- 6.6 Any fine imposed upon any member shall be deemed to be a debt by the member to the Company and shall be recoverable by ordinary civil process.
- 6.7 Notwithstanding anything to the contrary herein contained, the Directors may in the name of the Company 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.
- 6.8 The Company may in general meetings itself make any rules which the Directors may make and may in a general meetings vary or modify any rules made by it or by the Directors from time to time.



- 6.9 The Company reserves the right to allocate any payments received for outstanding levies and interest to any debt as it deems fit. In the absence of an expressed allocation, the payment will be allocated to the debt newest in time.

## 7. DIRECTORS

- 7.1 There shall be a Board of Directors of the Company which shall consist of not less than 2 (two) not more than 7 (seven).
- 7.2 Until the Developer ceases to be a member of the Company, the Developer will have the right to appoint at least one Director to the Board of Directors
- 7.3 Any other Director to be appointed to office shall be elected by the members in a general meeting.
- 7.4 A Director shall be an individual but need not himself be a member of the Company. A Director 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.

## 8. REMOVAL AND ROTATION OF DIRECTORS:

- 8.1 Save as set out in Article 8.3 each Director shall continue to hold office from the date of his appointment until the annual general meeting next following his appointment, at which meeting each Director shall be deemed to have retired from office but will be eligible for re-election to the Board of Directors at such meeting.
- 8.2 A director shall be vacated in any of the events following, namely:-
- 8.2.1 If he becomes insolvent or assigns his estate for the benefit of his creditors, suspends payments generally, or compounds with his creditors, or files a petition for the surrender of his estate;
- 8.2.2 If he is found or becomes of unsound mind;
- 8.2.3 If he is requested in writing by all his co-directors to resign;
- 8.2.4 If he be removed by a resolution of the Company pursuant to Section 220 of the Act;



8.2.5 If he shall, pursuant to the provisions of the Statutes or by reason of any order made there under, be prohibited from acting as a director; if he resigns his office by notice in writing to the company;

8.2.6 If he is absent from meetings of the directors for six consecutive months without leave of the directors otherwise than on the business of the Company and is not represented at any such meetings during such six consecutive months by an alternate director, and the directors resolve that his office be, by reason of such absence, vacated; provided that the directors shall have power to grant to any director not resident in the Republic leave of absence for any or an indefinite period;

8.2.7 Upon the member who he represented ceasing, for any reason to be owner of an erf and subsequently to be a member of the Company;

8.3 A Director shall be deemed to have vacated his office upon:-

8.3.1 his having become disqualified to act as a Director in terms of the provisions of the Act;

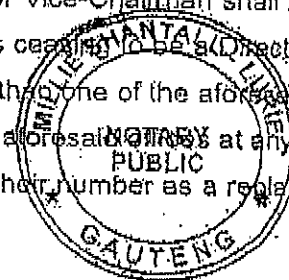
8.3.2 his being removed from office as provided in Section 220 of the Act.

8.3.3 in the event of his being a member of the Company, his being disentitled to exercise a vote in terms of Article 18.4 below.

8.4 Upon any vacancy occurring in the Board of Directors 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 Directors.

## 9. CHAIRMAN AND VICE-CHAIRMAN

9.1 The Directors shall within (14) fourteen days after each annual general meeting appoint from their number a Chairman and Vice-Chairman, who shall hold their said appointments, provided that the office of Chairman or Vice-Chairman shall *ipso facto* be vacated by a Director holding such office upon his ceasing to be a Director for any reason. No one Director 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 Directors shall immediately appoint one of their number as a replacement in such office.



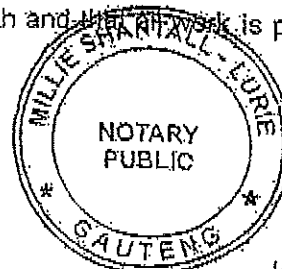
- 9.2 Except as otherwise herein provided, the Chairman shall preside at all meetings of the Board of Directors and all general meetings of members and, in the event of his not being present within 15 (fifteen) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the Vice-Chairman shall act in his stead, or failing the Vice-Chairman, a Chairman appointed by the meeting.

#### 10. DIRECTORS' EXPENSES

Directors shall be entitled to be repaid all reasonable and *bona fide* expenses incurred by them respectively in or about the performance of their duties as Directors. Save as aforesaid, Directors shall not be entitled to any remuneration for the performance of their duties in terms hereof.

#### 11. POWERS OF DIRECTORS

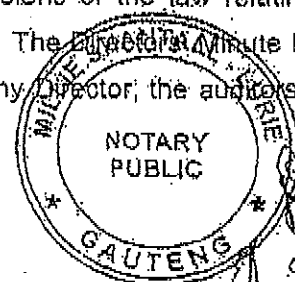
- 11.1 Subject to the provisions hereof, the Directors shall manage and control the business and affairs of the Company, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of the managing agent, may exercise all such powers of the Company and do all such acts on behalf of the Company as may be exercised and done by the Company in terms of the Act or in terms of these presents or instructions by the Company in General Meetings, subject however to such rules as may have been made by the Company in General Meeting or as may be made by the Directors from time to time.
- 11.2 Save as specifically provided herein, the Directors shall at all times have the right to engage on behalf of the Company the services of accountants, auditors, attorneys, advocates, architects, engineers, a managing agent or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Directors and on such terms as the Directors shall decide.
- 11.3 The Directors shall further have the power to:
- 11.3.1 require that any works being constructed within the scheme shall be supervised to ensure that the provisions of the Memorandum and Articles of Association of the Company and of the rules are complied with and that all work is performed in a proper and workmanlike manner;



- 11.3.2 in conjunction with the local authority supervise the establishment of public spaces within the scheme and co-ordinate the implementation of a security village within the scheme.
- 11.3.3 liaise with interest groups;
- 11.3.4 ensure timeous and appropriate review of the levies payable by its members.
- 11.4 The Board of Directors shall have the right to co-opt onto the Board any person or persons and who need not necessarily be a member of the Company.
- 11.5 The Director shall be entitled to appoint committees consisting of such number of their members and such outsiders including the managing agent, as they may deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, together with the further power to vary or revoke such appointments and delegations as the Directors may from time to time deem necessary.

## 12. PROCEEDINGS OF DIRECTORS

- 12.1 The Directors may meet together to attend to their business, adjourn and otherwise regulate their meetings as they think fit, subject to the provisions of these Articles.
- 12.2 The quorum for the holding of any meeting of the Directors shall be 3 (three) present personally. Subject to the provisions of clause 18.10, any resolution passed by the Board of Directors shall be carried on a simple majority of all votes cast. Should there be an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.
- 12.3 The Directors shall cause the minutes of each meeting to be kept in accordance with Section 204 of the Act, which minutes shall be reduced to writing and certified as correct by the Chairman as soon as is reasonably possible after such meeting. All minutes of Directors meetings shall, after certification, be placed in a Directors Minute Book which shall be kept in accordance with the provisions of the law relating to keeping minutes of meetings of Directors of companies. The Directors Minute Book shall be open for inspection at all reasonable times by any Director, the auditors, the members and the managing agents.



12.4 Subject to the provisions of these Articles, the proceedings of any Directors meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall direct.

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

### 13. GENERAL MEETINGS

13.1 The Company shall hold its first annual general meeting within 6 (six months) after the end of each financial year of the Company.

13.2 Not more than 15 months may elapse between the date of one Annual General Meeting and the date of the next Annual General Meeting.

13.3 The Directors may, whenever they think fit, convene a general meeting and the secretary shall convene a general meeting if a general meeting is requisitioned in terms of the Act. If at any time there are, within the Republic, insufficient number of Directors capable of acting to form a quorum, any Director or member of the Company may convene a general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Directors.

13.4 Subject to the provisions of the Act, general meetings shall be held at such time and place as the Directors shall determine

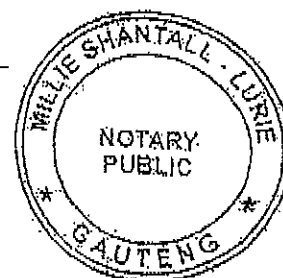
### 14. NOTICE OF GENERAL MEETING

14.1 Subject to the provisions of the Act an annual general meeting and a meeting called for the passing of a special resolution shall be called on not less than 21 (twenty-one) days' notice in writing and any other general meeting shall be called on not less than 14 (fourteen) days notice in writing. Notice in terms of this clause shall be exclusive of the date on which it is served or deemed to be served and exclusive of the date for which it is given.

14.2 The notice of a meeting of the Company, shall specify-

14.2.1 the place;

14.2.2 the date and the hour of the meeting; and



*[Handwritten signature and initials]*

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14.2.3 in the case of special business, the general nature of such business;

and shall be given in the manner hereinafter provided or in such other manner as may be prescribed by the Company in general meeting and to such persons as are, under these Articles, entitled to receive such notices from the Company.

14.3 Notwithstanding the provisions of these Articles, but subject always to the Act-

14.3.1 a general meeting shall, notwithstanding that it is called by shorter notice than that specified in these Articles, be deemed to have been duly called if it so agreed by a majority in number of the members having a right to attend and vote at the meeting, who hold not less than 75 % (seventy five percent) of the total voting rights of all the members;

14.3.2 a general meeting shall be entitled to deal with special business, the general nature of which has not been notified, if it so agreed by a majority in number of the members having a right to attend and vote at the meeting, who between them hold not less than fifty percent of the total voting rights of the members.

## 15. AGENDA

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

15.1 the consideration of the Chairman's report;

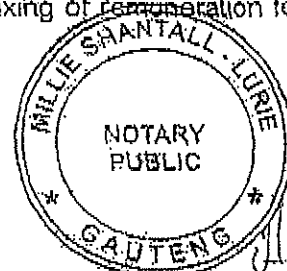
15.2 the election of Directors;

15.3 the consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting and the voting upon any such resolutions;

15.4 the consideration of the accountants of the Company for the preceding financial year;

15.5 the consideration of the report of the auditors and the fixing of remuneration for the auditors.

## 16. PROCEEDINGS AT MEETINGS



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16.1 The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements, the election of Directors and the appointment of an auditor and the fixing of the remuneration of the auditor, and may deal with any other business laid before it and of which notice has been duly given in terms of these Articles or in respect of which notice has been waived.

16.2 Where a company or other body corporate is a member of the Company it may, in the appropriate manner, nominate any person it deems fit to act as its authorized representative at any general meeting and such authorized representative shall be entitled to exercise the same rights and powers which that company would have had at that meeting if it were a natural person and present in person or by proxy.

16.3 Business may be transacted at a general meeting only while a quorum of members is present.

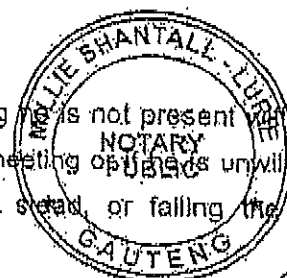
#### 17. QUORUM

17.1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of a General Meeting shall be 25 % (Twenty Five Percent) of the votes in number of all the members of the Company entitled to vote for the time being, provided that at no stage shall a quorum be less than 3 (three) members present.

17.2 If within half an hour after the time appointed for the general meeting a quorum is not present, the general meeting, if convened upon requisition of the members, shall be dissolved. In any other case the general meeting shall stand adjourned to the same day in the next week at the same time and place, or if that day is not a business day to the next succeeding business day, and if at such adjourned general meeting a quorum is not present within half an hour after the time appointed for the meeting, the members present in person or represented by proxy shall constitute a quorum.

17.3 The Chairman of the Board of Directors shall preside as Chairman at every general meeting of the Company.

17.4 If there is not such Chairman, or if any general meeting is not present within 15 minutes after the time appointed for the holding of the meeting or if the Chairman is unwilling to act as Chairman the Vice-Chairman shall act in his stead, or failing the Vice-Chairman, a Chairman appointed by the meeting.



17.5 The Chairman of a general meeting at which a quorum is present may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which the adjournment took place. Subject to the Act, when a meeting is adjourned it shall not be necessary to give notice thereof.

17.6 No resolution at a general meeting will require a seconder.

## 18. VOTING

18.1 Subject to Article 18.7, at every general meeting, every member present in person or represented by proxy, shall have 1 (one) vote only.

18.2 If land or a portion of land in the scheme is registered in the name of more than one person, then all such co-owners shall jointly only have those votes provided for in Article 18.1.

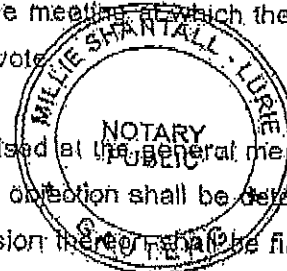
18.3 Every member holding land in the scheme shall have those votes provided for in Article 18.1 for each separate piece of land registered in his or its name.

18.4 Subject to the provisions of these Articles, no person other than a duly registered member of good standing, who has paid every levy and other sum if any, which is due and payable to the Company in respect of or arising out of his membership and who is not under suspension, shall be entitled to present or vote on any question, either personally or by proxy, at any general meeting. A member will be considered to be of good standing and entitled to vote, if every levy and other sum, if any, which is due and payable to the Company, have been paid and notification of such payment was given by such a member no less than 48 hours before the meeting proceeds to business.

18.5 At any general meeting a resolution put to vote shall be decided on a poll.

18.6 In the case of an equality of votes, the Chairman of the meeting at which the voting takes place shall not be entitled to a second or casting vote.

18.7 Any objection to the admissibility of a vote shall be raised at the general meeting at which that voting is to take place or takes place. The objection shall be determined by the Chairman of the general meeting and his decision thereon shall be final and binding.



binding. Accordingly, any vote not disallowed at that meeting shall be valid for all purposes.

18.8 A resolution shall not be invalid because a vote, which should not have been included, has been taken into account unless, in the opinion of the Chairman of the meeting, (whose decision thereon shall be final and binding), the exclusion of that vote would have altered the result of the voting on that resolution. Conversely a resolution shall not be invalid because a vote, which should have been included, has not been taken into account unless, in the opinion of the Chairman of that meeting (whose decision thereon shall be final and binding), the inclusion of that vote would have altered the result of the voting on that resolution.

18.9 Until the Developer ceases to be a member of the Company, the Developer or a member in his/her capacity as representative of the Developer, will have a veto vote with regard to any resolution put to vote at any general meeting or directors' meeting within 48 hours of receiving notice of such resolution.

#### 19. RESOLUTION IN WRITING BY MEMBERS

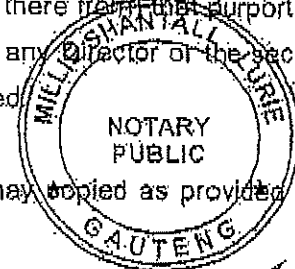
Subject to the provisions of the Act, a resolution in writing signed by all the members entitled to receive notice and attend and vote at the general meeting and inserted in the minute book kept in terms of Article 20 shall be valid and effective as if it had been passed at a general meeting duly called and constituted. A resolution in terms of this Article may consist of several documents of the same form, each of which is signed by one or more members in terms of the same form, each of which is signed by one or more members in terms of this Article, and shall be deemed to have been passed on the date of signature thereof by the last member entitled to sign the same.

#### 20. MINUTES AND INSPECTION

20.1 The Directors shall cause a record to be made of all resolutions of the Company in general meeting in a book provided for that purpose.

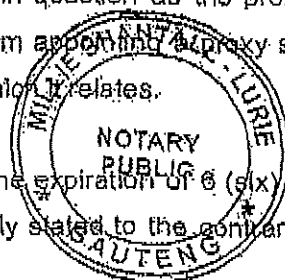
20.2 The minutes kept in terms of Article 20.1 (or any extract therefrom) shall be signed by the Chairman of the Board of Directors or by any Director or the secretary shall be *prima facie* evidence of the matters therein stated.

20.3 The minute book shall be opened for inspection and may be copied as provided in the Act.



## 21. PROXIES

- 21.1 A member entitled to vote at a general meeting shall be entitled to appoint one person or more than one person in the alternative to each other as his proxy/ies to attend, speak and vote at a general meeting on his behalf.
- 21.2 A proxy need not be a member of the Company.
- 21.3 The instrument appointing a proxy shall be in writing under the hand of the appointer or his agent duly authorized in writing or, if the appointer is a body corporate under the hand of the authorized representative. A proxy need not be witnessed. Whether he is himself a member or not, the holder of a general or special power of attorney given by a member shall, if duly authorized under that power to attend and take part in meetings and proceedings of the Company or companies generally, be entitled to attend general meetings and to vote thereat.
- 21.4 A form of proxy may be issued at the Company's expense only if it is sent to all members who are entitled to attend and vote at the general meeting to which the proxy form relates.
- 21.5 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, (or a notarially certified copy of such power or authority) shall be deposited at the office of the Company not less than forty-eight hours (or at such other place and such lesser period as the Directors may determine in relation to any particular meeting) before the time for the holding of the meeting which the person named in the instrument proposes to speak and vote. A form of power of attorney or proxy shall be invalid if this Article is not complied with.
- 21.6 Except insofar as the form appointing a proxy indicates otherwise, the appointment of a proxy shall be deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specially directed to vote for or against or to abstain from voting on any proposal or resolution), the power generally to act for the member giving that proxy at the general meeting in question as the proxy may think fit. Unless the contrary is stated thereon, the form appointing a proxy shall be valid for each adjournment of the general meeting to which it relates.
- 21.7 No instrument appointing a proxy shall be valid after the expiration of 6 (six) months from the date on which it was signed unless specifically stated to the contrary in the instrument of proxy itself.



## 22. ACCOUNTING RECORDS

22.3 The Directors shall from time to time determine whether, to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them may be open for inspection by members not being Directors and no member (not being a Director) shall have any right to inspect any accounting record or document of the Company except as conferred by the Act or authorized by the Directors or by the Company in general meeting.

23.2 A copy of any annual financial statements which are to be laid before the Company at the annual general meeting shall not less than 21 (twenty one) days before the date of that meeting, be sent to every member and every holder of debentures of the Company and, where required by the Act, also to the Registrar. The provisions of this Article shall not require a copy of those documents to be sent to any person who has not furnished an address to the Company.

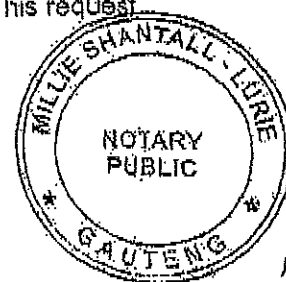
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An auditor shall be appointed in accordance with the provisions of the Act.

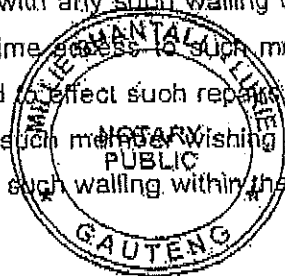
## 25. NOTICES

- 25.1 A notice may be given by the Company to any member either personally or by sending it by prepaid post to such member at the address if any within the Republic furnished by him to the Company for such purpose.
- 25.2 Notice of every general meeting shall be given in writing and shall be served by delivery or by sending it through the post —
- 25.2.1 to every member except those persons who have not supplied an address to the Company for the purpose of giving notice to them;
- 25.2.2 to the auditor for the time being of the Company;
- 25.2.3 to every Director of the Company whether a member or not, and no other person shall be entitled to receive notice of any general meetings.
- 25.3 A notice served by post shall be deemed to have been received and brought to the notice of the addressee at the time when the letter containing the same was posted and in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
- 25.4 Any notice by the Company shall be signed by a Director or by someone authorized by a Director.
- 25.5 The *bona fide* omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.
- 25.6 The Company shall not be responsible for the loss in transmission of documents sent through the post to the address furnished by any member to the Company for the giving of notices to him, whether or not it was so sent at his request.

## 26. GENERAL



- 26.1 The Company may enter into agreements with members for the provision of amenities and services to the members and to levy a reasonable charge in respect of the provision thereof.
- 26.2 Should the Company provide security services and/or other services for members in the scheme, all members shall be obliged to:
- 26.2.1 permit the installation of any equipment for the purposes of such services as may be determined by the Company from time to time;
  - 26.2.2 to make payment of charges raised by the Company in respect of such services;
  - 26.2.3 abide by such terms and conditions of the provisions of such services as may be laid down by the Company from time to time.
- 26.3 The Directors may delegate any or all 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 Company.
- 26.4 The Company may by special resolution --
- 26.4.1 do anything that in terms of the Act may be done only if authorized by its Articles or only if authorized by its Memorandum and Articles;
  - 26.4.2 in particular and without prejudice to the generality of the foregoing alter its Articles or Memorandum in any way permitted by law subject only to any restriction in that regard contained in the Memorandum.
- 26.5 Where the boundary of any member's erf also constitutes the boundary of the Scheme, such member shall be obliged to permit the Company to erect upon such member's property immediately adjacent to such boundary, such walling or other fencing as the Developer and/or the Company may determine. Such member shall not be entitled to interfere in any manner whatsoever with any such walling or other fencing, and shall permit the Company 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 any such member wishing to erect his own walling or fencing, he shall be obliged to erect such walling within the walling



or fencing referred to above and subject to such conditions as the Company may lay down to permit the Company access to the boundary walling or fencing concerned.

- 26.6 The Company shall be responsible for the maintenance of the security gate and the security fence.
- 26.7 The managing agent referred to in Article 26.3 will be obligated to be registered with the estate agent board and as such to be governed by the rules and regulations of the estate agent board.
- 26.8 The conduct Rules as provided by the directors of the Company will apply and be binding on every member of the Company, and may, from time to time, be amended by the directors of the Company.
- 26.9 The architectural guidelines as set out in Annexure 3 will apply and be binding on every member at the Company.
- 26.10 This Memorandum and Articles of Association will at all times be subject to the provisions of the Companies Act of 1973.
- 26.11 In the event of any article of this Articles of Association being contrary to the Companies Act and therefore, or for any other reason be considered invalid, the rest of this Articles of Association will be valid and binding upon all the members of the Company.
- 26.12 The developer reserves the right to erect advertising boards on the communal property and/or on the side of the road within the scheme.
- 26.13 The developer reserves the right to make use of the club houses for the purpose of marketing of stands or units in the scheme, until transfer of the last stand has been effected.
- 26.14 The developer reserves the right to appoint a Security Company for the purpose of access control and for protecting the developer's interests in the development until completion of the development.
- 26.15 The developer reserves the right to remove any temporary electric fence erected on walls and/or fences of the sectional title complex in the scheme.



- 26.16 The developer is entitled to do an extension of the boundaries of the estate by including erven which are currently outside the estate.

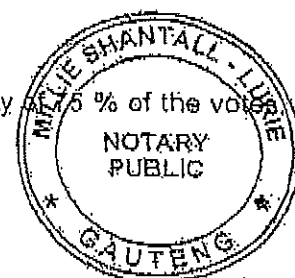
27. INDEMNITY

Subject to the provisions of Section 247 of the Act, every Director, manager and officer of the Company and every other person (whether an officer of the Company or not) employed by the Company, and the auditor, shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, manager, officer or auditor in defending any proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection to any application under Section 248 in which relief is granted to him by the Court.

28. INCORPORATION OF FURTHER PROPERTY INTO THE SCHEME

Further property / properties may only be incorporated into the Scheme and/or the boundaries of the Scheme may only be extended, by the passing of special resolution as prescribed the Companies Act. In the event of the Board of Directors receiving such a proposal, the following procedure will be followed.

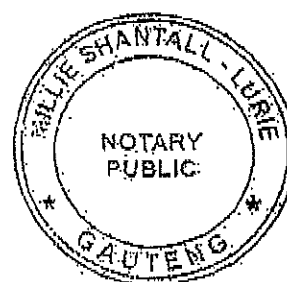
- 28.1 The Board of Directors will evaluate the proposal to determine the long term effects for the members and the impact such a proposal will have on members who will directly be affected.
- 28.2 Should the Board of Directors believe that the proposal is in the common interest of the members and has merit for acceptance, the Board will call Special General Meeting for the purpose of discussing the proposal.
- 28.3 Due notice in terms of Section 199 of the Act will be given, and a detailed proposal will be made available for inspection in the Scheme Managing Agents Office during the notice period.
- 28.4 At the Special General Meeting a detailed proposal will be made by the proposer for discussion and voted upon at the meeting.
- 28.5 Acceptance of such a proposal will require a majority of 75 % of the votes as set out in Section 199 of the Companies Act.



# ANNEXURE 1

THIS property is subject to the following condition imposed by the developer/transferor in favour of Century Manor Home Owners Association (Association Incorporated under Section 21 of Act 61 of 1973):

1. "The transferee, their successors in title or assigns/(his heirs, executors, administrators or assigns) are compelled to be a member of the abovementioned Home Owners Association from the date of registration of the property into his/their name."
2. "The transferee, their successors in title or assigns/(his heirs, executors, administrators or assigns) shall not be entitled to transfer the property in any manner, without obtaining the prior written permission of the Century Manor Home Owners Association and then only subject to the condition that the purchaser will become a member of the said Century Manor Home Owners Association on the date of registration of the property into his name."



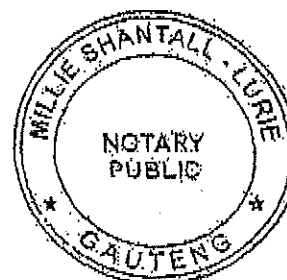
*[Handwritten signature and initials]*

ANNEXURE 2

FURTHER CONDITIONS

HOME OWNERS ASSOCIATION

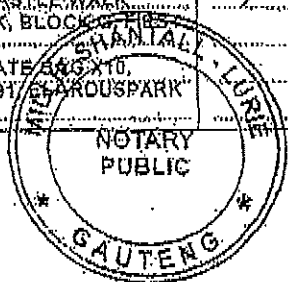
- (a) The purchaser confirms that on registration of the property into his name he shall automatically become a member of Century Manor Home Owners Association (referred to in this agreement as the HOA) and confirms that he shall obtain membership subject to the Memorandum and Articles, Statutes, constitution and rules of the HOA. A copy of the constitution is available for inspection with the Agent, the Purchaser confirms being aware of the provisions thereof.
- (b) The Purchaser will remain a member of the HOA and be bound to its provisions for as long as he remains the registered owner of the property.
- (c) Should the Purchaser sell the property he will be obliged to inform the new Purchaser of the HOA and the new Purchaser's obligation in terms of its provisions.
- (d) The Purchaser shall require the written consent of the HOA to transfer the property to a third party which consent will not be unreasonably withheld.
- (e) As from date of transfer the Purchaser shall be liable for payment to the HOA of a levy as determined by the HOA and which levy shall be utilized inter alia towards maintenance of property belonging to the HOA and the security fence as well as payment of disbursements relating to security matters and for such other purposes as the constitution of the HOA may prescribe.



Handwritten signature and initials.

SIGNATORIES TO ARTICLES OF ASSOCIATION

| Particulars of subscribers                                                                                                                                                                                                                                                                                                             | Date and signature                       | Particulars of witnesses                                                                                                                                                                                                                                                                        | Date and signature                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <p>1. Full names JAMES BARRY MUNNIK HERTZOG</p> <p>Occupation DIRECTOR</p> <p>Residential address BLOCK 5, PHASE 4, BOARDWALK OFFICE PARK, FAERIE GLEN, 0043</p> <p>Business address BLOCK 5, PHASE 4, BOARDWALK OFFICE PARK, FAERIE GLEN, 0043</p> <p>Postal address P O BOX 39727, FAERIE GLEN, 0043</p>                             | <p>pp. [Signature]</p> <p>2006/02/10</p> | <p>1. Full names IDIETT VENTER</p> <p>Occupation ATTORNEY</p> <p>Residential address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Business address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Postal address PRIVATE BAG X10, POSTNET SUITE 491, ELARDUSPARK 0074</p> | <p>[Signature]</p> <p>10/02/2006</p> |
| <p>2. Full names EUGENE WEISS</p> <p>Occupation DIRECTOR</p> <p>Residential address BLOCK 5, PHASE 4, BOARDWALK OFFICE PARK, FAERIE GLEN, 0043</p> <p>Business address BLOCK 5, PHASE 4, BOARDWALK OFFICE PARK, FAERIE GLEN, 0043</p> <p>Postal address P O BOX 39727, FAERIE GLEN, 0043</p>                                           | <p>pp. [Signature]</p> <p>2006/02/10</p> | <p>2. Full names IDIETT VENTER</p> <p>Occupation ATTORNEY</p> <p>Residential address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Business address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Postal address PRIVATE BAG X10, POSTNET SUITE 491, ELARDUSPARK 0074</p> | <p>[Signature]</p> <p>10/02/2006</p> |
| <p>3. Full names CORNE JUAN ROELOFSE</p> <p>Occupation TOWNPLANNER</p> <p>Residential address 101 BOTANICA, PITS STREET, WEAVING PARK, 0184</p> <p>Business address BLOCK 5, THE BOARDWALK, HAYMEADOW STREET, FAERIE GLEN, 0043</p> <p>Postal address P O BOX 39727, FAERIE GLEN, 0043</p>                                             | <p>pp. [Signature]</p> <p>2006/02/10</p> | <p>3. Full names IDIETT VENTER</p> <p>Occupation ATTORNEY</p> <p>Residential address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Business address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Postal address PRIVATE BAG X10, POSTNET SUITE 491, ELARDUSPARK 0074</p> | <p>[Signature]</p> <p>10/02/2006</p> |
| <p>4. Full names JOSEF JOHANNES</p> <p>Occupation TOWNPLANNER</p> <p>Residential address 68 OVERBERG, EQUESTRIA ESTATE, C/O LIBERTAS &amp; STELLENBERG ROAD, EQUESTRIA</p> <p>Business address BLOCK 5, PHASE 4, BOARDWALK OFFICE PARK, FAERIE GLEN, 0043</p> <p>Postal address POSTNET SUITE 254, PRIVATE BAG X1 THE WILLOWS 0041</p> | <p>pp. [Signature]</p> <p>2006/02/10</p> | <p>4. Full names IDIETT VENTER</p> <p>Occupation ATTORNEY</p> <p>Residential address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Business address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Postal address PRIVATE BAG X10, POSTNET SUITE 491, ELARDUSPARK 0074</p> | <p>[Signature]</p> <p>10/02/2006</p> |
| <p>5. Full names JACOBUS SIVAL CRONJE</p> <p>Occupation TOWNPLANNER</p> <p>Residential address UNIT 46, VERONA COMPLEX, LA MONTAGNE, 0000</p> <p>Business address BLOCK 5, THE BOARDWALK, HAYMEADOW STREET, FAERIE GLEN, 0043</p> <p>Postal address P O BOX 39727, FAERIE GLEN, 0043</p>                                               | <p>pp. [Signature]</p> <p>2006/02/10</p> | <p>5. Full names IDIETT VENTER</p> <p>Occupation ATTORNEY</p> <p>Residential address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Business address CASTLE WALK, CORPORATE PARK, BLOCK G, FIRST FLOOR</p> <p>Postal address PRIVATE BAG X10, POSTNET SUITE 491, ELARDUSPARK 0074</p> | <p>[Signature]</p> <p>10/02/2006</p> |



SIGNATORIES TO ARTICLES OF ASSOCIATION

| Particulars of subscribers                                                                                                                                                                                                                                                                                   | Date and signature                      | Particulars of witnesses                                                                                                                                                                                                                                                                                   | Date and signature                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 6. Full names <u>JAN WILLEM LOTZ</u><br>Occupation <u>TOWNPLANNER</u><br>Residential address <u>142 PAPILLON, 824 FARM ROAD, EQUESTRIA</u><br>Business address <u>BLOCK 5, PHASE 4 BOARDWALK OFFICE PARK, FAERIE GLEN, 0043</u><br>Postal address <u>POSTNET SUITE 254, PRIVATE BAG X1, THE WILLOWS 0043</u> | <i>[Signature]</i><br><u>2006/02/10</u> | 6. Full names <u>IDIETT VENTER</u><br>Occupation <u>ATTORNEY</u><br>Residential address <u>CASTLE WALK CORPORATE PARK, BLOCK G, FIRST FLOOR</u><br>Business address <u>CASTLE WALK CORPORATE PARK, BLOCK G, FIRST FLOOR</u><br>Postal address <u>PRIVATE BAG X10, POSTNET SUITE 481, ECARDUS PARK 007A</u> | <i>[Signature]</i><br><u>10/02/2006</u> |
| 7. Full names <u>JANINE RUBB</u><br>Occupation <u>TOWN PLANNER</u><br>Residential address <u>89, ERQS VILLAS, FAERIE GLEN 0043</u><br>Business address <u>BLOCK 5, THE BOARDWALK, HAYMEADOW STREET, FAERIE GLEN, 0043</u><br>Postal address <u>P O BOX 38727, FAERIE GLEN, 0043</u>                          | <i>[Signature]</i><br><u>2006/02/10</u> | 7. Full names <u>IDIETT VENTER</u><br>Occupation <u>ATTORNEY</u><br>Residential address <u>CASTLE WALK CORPORATE PARK, BLOCK G, FIRST FLOOR</u><br>Business address <u>CASTLE WALK CORPORATE PARK, BLOCK G, FIRST FLOOR</u><br>Postal address <u>PRIVATE BAG X10, POSTNET SUITE 481, ECARDUS PARK 007A</u> | <i>[Signature]</i><br><u>10/02/2006</u> |
| 8. Full names<br>Occupation<br>Residential address<br>Business address<br>Postal address                                                                                                                                                                                                                     |                                         | 8. Full names<br>Occupation<br>Residential address<br>Business address<br>Postal address                                                                                                                                                                                                                   |                                         |
| 9. Full names<br>Occupation<br>Residential address<br>Business address<br>Postal address                                                                                                                                                                                                                     |                                         | 9. Full names<br>Occupation<br>Residential address<br>Business address<br>Postal address                                                                                                                                                                                                                   |                                         |
| 10. Full names<br>Occupation<br>Residential address<br>Business address<br>Postal address                                                                                                                                                                                                                    |                                         | 10. Full names<br>Occupation<br>Residential address<br>Business address<br>Postal address                                                                                                                                                                                                                  |                                         |

