



Companies and Intellectual  
Property Commission

*a member of the SAG group*

Date: 29/10/2018

Our Reference: 111758518  
Box: **207130**  
Sequence: **33**

INTIKAB-ALAM ESSOP ESAT  
P O BOX 1219  
**UMHLANGA**  
4320

**RE: Amendment to Company Information**

**Company Number: 1997/003184/08**

**Company Name: THE LA LUCIA RIDGE OFFICE ESTATE MANAGEMENT  
ASSOCIATION NPC**

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 18/10/2018.  
The Amendment of Memorandum of Incorporation (1) was accepted and placed on file.

Yours truly

**Commissioner: CIPC**

THN THN

**Please Note:**

The attached certificate can be validated on the CIPC web site at [www.cipc.co.za](http://www.cipc.co.za).  
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission  
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



**Companies and Intellectual Property Commission  
Republic of South Africa**

**Form CoR 15.2****About this Notice**

- This notice is issued in terms of Section 16 of the Companies Act, 2008, and Regulation 15 (2) and (3) of the Companies Regulations, 2011.
- A notice of amendment must be filed within 10 business days after the amendment has been effected.
- If the amendment has changed the name of the Company, the provisions of the Act and Regulations applicable to company names apply.
- If the amendment has submitted a new memorandum of incorporation in place of the previous one, a copy of the new memorandum must be appended to this Notice.
- The fee for filing this notice is R 250. See item 3 of Table CR2B. A transitional amendment of a pre-existing company, filed in terms of Schedule 5, item 4 (2) is exempt from the fee.

**Contacting the Commission**

The Companies and Intellectual Property Commission of South Africa

**Postal Address**  
PO Box 429  
Pretoria  
0001  
Republic of South Africa  
Tel: 086 100 2472

www.cipc.co.za

**Notice of Amendment of Memorandum of Incorporation**

Date: 18 OCTOBER 2018

Concerning:

(Name and Registration Number of Company)

Name: **THE LA LUCIA RIDGE OFFICE ESTATE MANAGEMENT ASSOCIATION NPC**

Registration number: **1997/003184/08**

The Memorandum of Incorporation of the above named company has been amended in accordance with section 16 of the Companies Act, 2008. In terms of section 16 (9), this amendment is to take effect on -

- ☒ The date that this Notice is filed in the Companies Registry.
- ☐ The date of the amended registration certificate to be issued by the Commission.
- ☐ \_\_\_\_\_  
(Later Date as shown on Notice of Incorporation)

In support of this Notice, the company has attached a copy of the court order, board resolution or special resolution authorising the amendment and -

- ☒ A copy of the amendment to the Memorandum; or
- ☐ A copy of the Memorandum of Incorporation, as amended.

As a result of this amendment, the Memorandum of Incorporation:

- ☒ Has no provision of the type contemplated in section 15 (2) (b) or (c).
- ☐ Has provision of the type contemplated in section 15 (2) (b) or (c) as listed in Annexure A.

(Personal Liability Companies only)

As a result of this amendment, the company:

- ☐ Will remain a personal liability company;
- ☐ Will no longer be a personal liability company, and has complied with the requirements of section 16 (10) by giving advance notice of this filing on \_\_\_\_\_.

Name and Title of person signing on behalf of the Company:

**GRAEME FURZE PHILLIPS - DIRECTOR**

Authorised Signature: \_\_\_\_\_

**EXTRACT FROM THE MINUTES OF THE ANNUAL GENERAL MEETING OF THE LA LUCIA RIDGE OFFICE  
ESTATE MANAGEMENT ASSOCIATION NPC HELD ON 27 SEPTEMBER 2018**

**Special Resolution to amend Memorandum of Incorporation**

Notice of a Special Resolution to amend the Memorandum of Incorporation had been circulated with the AGM Notice. The following resolution was passed at the meeting:

Article 3.3.5.2 of the Memorandum of Incorporation is to be deleted and replaced with the following Article, namely:

"An instrument appointing a proxy shall be furnished to the chairman of the meeting prior to the commencement of the meeting at which the person named in such instrument purports to attend or vote pursuant thereto or in respect thereof. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution, unless a proxy specifically otherwise provides".

Certified a true extract

  
\_\_\_\_\_  
Chairman

Certified a true copy of  
the original document

COMMISSIONER OF OATHS  
NOTARY PUBLIC

**GRAEME FURZE PHILLIPS**  
COMMISSIONER OF OATHS  
PRACTISING ATTORNEY R.S.A.  
GARLICK & BOUSFIELD INC.  
7 TORSVALE CRESENT, LA LUCIA RIDGE



Companies and Intellectual  
Property Commission

a member of the dti group

Date: 01/11/2017

Our Reference: 111617149

Box: **200324**

Sequence: **11**

INTIKAB-ALAM ESSOP ESAT  
P.O. BOX 1219  
UMHLANGA  
4320

**RE: Amendment to Company Information**

**Company Number: 1997/003184/08**

**Company Name: THE LA LUCIA RIDGE OFFICE ESTATE MANAGEMENT  
ASSOCIATION NPC**

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 20/10/2017.  
The Amendment of Memorandum of Incorporation (1) was accepted and placed on file.

Yours truly

**Commissioner: CIPC**

KXA KXA

**Please Note:**

The attached certificate can be validated on the CIPC web site at [www.cipc.co.za](http://www.cipc.co.za).  
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission  
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



**Companies and Intellectual Property Commission  
Republic of South Africa**

**Form CoR 15.2****About this Notice**

- This notice is issued in terms of Section 16 of the Companies Act, 2008, and Regulation 15 (2) and (3) of the Companies Regulations, 2011.
- A notice of amendment must be filed within 10 business days after the amendment has been effected.
- If the amendment has changed the name of the Company, the provisions of the Act and Regulations applicable to company names apply.
- If the amendment has submitted a new memorandum of incorporation in place of the previous one, a copy of the new memorandum must be appended to this Notice.
- The fee for filing this notice is R 250. See item 3 of Table CR28. A transitional amendment of a pre-existing company, filed in terms of Schedule 5, item 4 (2) is exempt from the fee.

**Contacting the Commission**

The Companies and Intellectual Property Commission of South Africa

Postal Address  
PO Box 429  
Pretoria  
0001  
Republic of South Africa  
Tel: 086 100 2472

www.cipc.co.za

**Notice of Amendment of Memorandum of Incorporation**

Date: 20 OCTOBER 2017

Concerning:

(Name and Registration Number of Company)

Name: **THE LA LUCIA RIDGE OFFICE ESTATE MANAGEMENT ASSOCIATION NPC**

Registration number: **1997/003184/08**

The Memorandum of Incorporation of the above named company has been amended in accordance with section 16 of the Companies Act, 2008. In terms of section 16 (9), this amendment is to take effect on -

- ☒ The date that this Notice is filed in the Companies Registry.
- ☐ The date of the amended registration certificate to be issued by the Commission.
- ☐ \_\_\_\_\_  
(Later Date as shown on Notice of Incorporation)

In support of this Notice, the company has attached a copy of the court order, board resolution or special resolution authorising the amendment and -

- ☒ A copy of the amendment to the Memorandum; or
- ☐ A copy of the Memorandum of Incorporation, as amended.

As a result of this amendment, the Memorandum of Incorporation:

- ☒ Has no provision of the type contemplated in section 15 (2) (b) or (c).
- ☐ Has provision of the type contemplated in section 15 (2) (b) or (c) as listed in Annexure A.

(Personal Liability Companies only)

As a result of this amendment, the company:

- ☐ Will remain a personal liability company;
- ☐ Will no longer be a personal liability company, and has complied with the requirements of section 16 (10) by giving advance notice of this filing on \_\_\_\_\_.

Name and Title of person signing on behalf of the Company:

**GRAEME FURZE PHILLIPS - DIRECTOR**

Authorised Signature:

**EXTRACT FROM THE MINUTES OF THE ANNUAL GENERAL MEETING OF THE LA LUCIA RIDGE  
OFFICE ESTATE MANAGEMENT ASSOCIATION NPC HELD ON 26 SEPTEMBER 2017**

**8            Special Resolution to amend MOI**

Notice of a Special Resolution to amend the MOI had been circulated with the AGM Notice. Mr St Clair presented the proposals at the meeting and explained the rationale behind the proposals. These were then discussed by the attendees and voted upon as follows.

**8.1           Resolution 1 – to establish a Levy Stabilisation Fund**

This Resolution was NOT passed at the meeting.

**8.2           Resolution 2 – Social Responsibility**

This Resolution was passed as follows:

That the Memorandum of Incorporation of the Association be amended to include the following additional objective of the Company, namely "to promote and protect responsible, social and environmentally sustainable practices and policies within the Estate (including, but in no way limited to, the sponsorship or promotion of activities uplifting and/or assisting the surrounding underprivileged community)".

Certified a true extract



E M Butcher  
Director

**DERELL AUDREY TAYLOR**  
COMMISSIONER OF OATHS  
LA LUCIA  
CONVEYANCING PARA-LEGAL  
9/1/8/2 DURBAN (23.10.01)

20/10/2017 *Maw*  
CERTIFIED A TRUE COPY



Companies and Intellectual  
Property Commission

a member of the dti group

Date: 17/02/2014

Our Reference: 110790601  
Box: **158904**  
Sequence: **38**

VHUTSHILO LUKAS MUKWENA  
PO BOX 7750  
CENTURION  
CENTURION  
0046

**RE: Amendment to Company Information**

**Company Number: 1997/003184/08**

**Company Name: THE LA LUCIA RIDGE OFFICE ESTATE MANAGEMENT  
ASSOCIATION NPC**

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 10/01/2014.  
The Amendment of Memorandum of Incorporation (1) was accepted and placed on file.

Yours truly

**Commissioner: CIPC**

EPH EPH

**Please Note:**

The attached certificate can be validated on the CIPC web site at [www.cipc.co.za](http://www.cipc.co.za).  
The contents of the attached certificate was electronically transmitted to the South African Revenue  
Services.



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of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa Docex 258, PRETORIA.  
Call Centre Tel 086 100 2472, Website [www.cipc.co.za](http://www.cipc.co.za)



## **MEMORANDUM OF INCORPORATION**

of

### **THE LA LUCIA RIDGE OFFICE ESTATE MANAGEMENT ASSOCIATION NPC**

which is referred to in the rest of this Memorandum of Incorporation as “the Association”.

The Association is a Non Profit company with members, with the following objects:

To protect and advance the interests of owners of immovable property in the Estate (as defined herein), to protect, promote and maintain the essential services, amenities and activities in relation to the said property, to regulate the environment in the Estate and to control and co-ordinate development in the Estate with special regard to the upholding of aesthetic standards which will enhance the attractiveness of the Estate as a whole.



The Memorandum of Incorporation is as follows:

## **1 INTERPRETATION**

1.1 In this Memorandum of Incorporation, unless the context otherwise requires -

1.1.1 “Act” means the Companies Act 71 of 2008 as amended from time to time;

1.1.2 “Design Review Panel” means a panel as provided for in Article 20 hereof;

1.1.3 “Association” means The La Lucia Ridge Office Estate Management Association NPC;

1.1.4 “Board” means the Board of Directors of the Association for the time being;

1.1.5 “Body Corporate” means a body corporate as defined in Section 1 of the Sectional Titles Act or a Share Block Company as defined in Section 1 of the Share Blocks Control Act;

1.1.6 “Development Manual” means the La Lucia Ridge Office Estate Development Manual dated 26th of February 1996 as amended and added to from time to time;

1.1.7 “Developer” means Tongaat Hulett Developments (Pty) Ltd, Registration Number 1981/012378/07;

1.1.8 “Bulk” means the maximum floor area of building that an Owner is permitted to erect on his land in terms of the Scheme, or in the event of the Developer having imposed on the land a restriction in the permitted bulk on the land, then “Bulk”

means the maximum floor area of building that an Owner is permitted to erect on his land by the Developer;

- 1.1.9 “Directors” means the directors of the Association for the time being;
- 1.1.10 “Estate” means The La Lucia Ridge Office Estate as outlined on the Plan attached here to as Annexure “P” (reference drawing number 5545 T/LLROE/MA as drafted by Wall Mariott Paul & Borgen) and dated September 2013;
- 1.1.11 “gross leasable area” means the gross leasable floor area of any building(s) which the Owner is entitled to erect on his land in terms of the Scheme;
- 1.1.12 “individual ownership” means ownership by a natural or juristic person or persons;
- 1.1.13 “land” means any land on the Estate, including any subdivision capable of individual ownership, whether such land is improved or not, or a Sectional Title Unit under the provisions of the Sectional Titles Act, where a sectional title scheme has been established on any such land;
- 1.1.14 “Manager” means the person, corporation or association appointed by the Association, from time to time, to undertake the management of the Estate;
- 1.1.15 “Member” means an Owner;
- 1.1.16 “Memorandum” means the Memorandum of Incorporation for the time being of the Association;

- 1.1.17 “Natural Forest” means those portions of the Estate which are subject to a non-user servitude in favour of the Association;
- 1.1.18 “office” means the registered office of the Association for the time being;
- 1.1.19 “Office Park” means a defined portion of the Estate which has been given a distinctive name;
- 1.1.20 “open spaces” means the parks, common areas and other open spaces in the Estate;
- 1.1.21 “Owner” means any person who is the registered owner of land or an undivided share in land;
- 1.1.22 “Property Time Share Control Act” means the Property Time Share Control Act No. 75 of 1983 as amended and any regulations in force thereunder from time to time;
- 1.1.23 “Scheme” means the Umhlanga Town Planning Scheme in the course of preparation or any successor thereto;
- 1.1.24 “Sectional Titles Act” means the Sectional Titles Act No. 95 of 1986 as amended and any regulations in force thereunder from time to time;
- 1.1.25 “services” means water, sewerage, refuse removal, electricity, telecommunications, television aerials, television cables, security, maintenance of common property, garden maintenance and such other utilities or services as

are provided by the Association or any other supplier of services to the Estate, from time to time;

1.1.26 “Share Blocks Control Act” means the Share Blocks Control Act No. 59 of 1980 as amended and any regulations in force thereunder from time to time;

1.2 Words and expressions used and not otherwise defined in this Memorandum of Incorporation shall have the meaning assigned to them by the Act.

1.3 Words importing the singular shall include the plural; words importing the masculine, feminine and neuter shall include the others of such genders; and words importing persons shall include Bodies Corporate, and vice versa in each instance.

1.4 The heading above any of the Article is intended for reference purposes only and shall not influence the interpretation of the Article.

1.5 In interpreting this Memorandum of Incorporation no provision shall be construed in a limiting fashion or in accordance with the *Eiusdem Generis Rule*.

## 2 **MEMBERSHIP**

### 2.1 **Membership of Association**

2.1.1 Membership of the Association shall be obligatory for an Owner.

2.1.2 No Owner shall transfer land unless it is a condition of such transfer that the transferee, in a manner acceptable to the Association, agrees to become a

Member and is admitted as a Member in terms of Article 2.2.1.

2.1.3 In order to procure compliance with the provisions of this Memorandum of Incorporation, it shall be registered as a Condition of Ownership of land that no land shall be alienated without the written consent of the Association first being had and obtained, which consent shall be given if the proposed transferee is or will be admitted as a Member of the Association and the transferor has complied with all his obligations to the Association (including but not limited to the payment of any monies due to the Association by such transferor). For the purposes of this clause “alienate” means to alienate any land or part thereof, and in no way detracting from the generality of the aforesaid, includes by way of sale, exchange, donation, deed, mortgage, intestacy, will, cession, assignment, court order or insolvency, irrespective as to whether such alienation is voluntary or involuntary, and further irrespective as to whether such alienation is subject to a suspensive or resolutive condition.

2.1.4 In the event of any land being owned in undivided shares by more than one Owner such co-owners shall nominate one of them to be the Member for the purposes of this Memorandum of Incorporation provided that all joint owners shall be bound by this Memorandum of Incorporation as if they were members. Such nomination shall be made in writing to the Association within seven (7) days of such co-owners becoming owners of land.

2.1.5 A member may not tender resignation of his membership of the Association.

## 2.2 **Admission of Members**

2.2.1 The Members of the Association shall be those persons who, from time to time,

become members in accordance with the provisions of this Memorandum of Incorporation.

2.2.2 The right to determine admission to membership of a proposed acquirer of land is hereby conferred upon the Board. The Board shall not unreasonably decline to admit to membership an applicant in the event of the applicant having undertaken to comply with and abide by this Memorandum of Incorporation and all the Association's requirements, rules and regulations and the party from whom the applicant is taking transfer of land, has complied with this Memorandum of Incorporation and all the Association's requirements, rules and regulations (and in no way detracting from the generality of the aforesaid), has made payment of any amounts due by such transferor to the Association.

2.2.3 Members shall be of a single class, being voting members, each of whom shall have a vote, the value of which shall be calculated in accordance with the provisions of Article 3.4.

### 2.3 **Rights and duties of Members**

2.3.1 Subject to the rights of membership as prescribed by the Act, membership of the Association shall confer upon a Member, unless otherwise stipulated, the following rights:

2.3.1.1 the right to inspect and/or receive copies of the annual financial statements of the Association;

2.3.1.2 the right to inspect and copy, without any charge for any such inspection or upon payment of no more than the prescribed maximum charge for such copy, the information contained in the records of the Association as listed in Section 26 of

the Act which, which it is recorded includes the following, namely:

- 2.3.1.2.1 the Association's Memorandum of Incorporation and any amendments to it and any Rules made by the Association;
  - 2.3.1.2.2 the records in respect of the Association's directors;
  - 2.3.1.2.3 the reports to annual meetings and annual financial statements;
  - 2.3.1.2.4 the notices and Minutes of annual meetings and any communications to the members and
  - 2.3.1.2.5 the register of members.
- 
- 2.3.1.3 the right to vote, either personally or by proxy, at all general meetings of the Association in accordance with the provisions of this Memorandum of Incorporation;
  - 2.3.1.4 the right to receive notices of, attend and speak at all general meetings of the Association, whether ordinary or extra-ordinary, in accordance with and subject to the provisions of this Memorandum of Incorporation;
  - 2.3.1.5 should Members holding between them, in aggregate, not less than 5% (Five Percent) of the voting rights in the Association, collectively so decide, the right to procure the convening of a general meeting in terms of Section 61 of the Act.
- 
- 2.3.2 No Member shall, by reason of membership of the Association, be entitled to share in or receive any profit of the Association.

## **2.4 Cessation of Membership**

2.4.1 Membership of the Association shall cease:

2.4.1.1 upon a Member ceasing to be an Owner;

2.4.1.2 upon the issue of a final order of sequestration or liquidation of the Member concerned;

2.4.1.3 upon the death of a member, or upon the Member being declared insane or incapable of managing his affairs;

2.4.2 In the event of a Member ceasing to be a Member in terms of Article 2.4.1.2 or Article 2.4.1.3 the legal representative of such Member shall, for all purposes, be recognised and be bound as the Member under this Memorandum of Incorporation.

## **2.5 Liability of each Member**

The liability of each member as a Member of the Association, shall be limited to R1,00 (ONE RAND) together with such other amount as may be owing by a Member to the Association, from time to time, from whatever cause arising.

## **2.6 Register of Members**

The Association shall maintain at its office a register of Members as provided in Section 24 of the Act. The register of Members shall be open to inspection as provided in Section 26 of the Act.



### **3 GENERAL MEETINGS**

#### **3.1 Annual General Meeting**

The Association shall hold a general meeting in every year as its annual general meeting on such date and at such time and place as may be determined by the Board, and shall specify the meeting as such in the notice calling it, provided, however, that the annual general meeting shall be held not later than 6 (SIX) months after the end of each financial year of the Association, and provided that not more than fifteen months shall elapse after the holding of the last preceding annual general meeting.

#### **3.2 Notice of General Meeting**

The annual general meeting and any meeting called for the passing of a Special Resolution shall be called by not less than 21 (TWENTY ONE) clear days notice in writing and any other general meeting shall be called by not less than 15 (FIFTEEN) clear days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it was given, and shall specify the place, the day and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are, under this Memorandum of Incorporation, entitled to receive such notices from the Association: Provided that a meeting of the Association shall, notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by all the Members having a right to attend the meeting.

### **3.3 Proceedings at General Meetings**

#### **3.3.1 Business**

The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the audited annual financial statements, a decision on the number of directors; and election of directors when such decision is required in accordance with the provisions of this Memorandum of Incorporation, and the appointment of an auditor, and any other business of which due notice has been given. All business laid before any other general meeting shall be considered special business.

#### **3.3.2 Quorum**

3.3.2.1 A quorum for a general meeting shall be Members holding between them, in aggregate, not less than 5% (Five Percent) of the voting rights in the Association, present, in person or by proxy, and entitled to vote (subject to a minimum of 3 (Three) Members personally present);

3.3.2.1 If within half-an-hour after the time appointed for the meeting, a quorum is not present, the meeting, shall stand adjourned to a date not earlier than 7 (SEVEN) days and not later than 21 (TWENTY ONE) days after the date of the meeting and if at such adjourned meeting a quorum is not present within half-an-hour after the time appointed for the meeting, the Members present in person shall be a quorum.

3.3.2.2 Where a meeting has been adjourned as aforesaid, the Association shall, upon a date not later than 3 (THREE) days after the adjournment, send written notice to

each Member of the Association and, publish a notice in two recognised newspapers circulating in the La Lucia/Umhlanga area, stating:

3.3.2.3.1 the date, time and place to which the meeting has been adjourned;

3.3.2.3.2 the matter before the meeting when it was adjourned; and

3.3.2.3.3 the grounds for the adjournment.

### 3.3.3 **Chairman**

3.3.3.1 The chairman, if any, of the Board shall preside as chairman at every general meeting of the Association. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Members shall a Member to be chairman.

3.3.3.2 The chairman may, with the consent of any meeting at which a quorum is present (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 the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned, the provisions of Articles 3.3.2.2 and 3.3.2.3 shall *mutatis mutandis* apply to such adjournment.

### 3.3.4 **Voting**

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (at any time before or on the declaration of the result of the show of hands) demanded by the Chairman or by

any Member, and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried (by a particular majority) or negatived, and an entry to that effect in a book containing the minutes of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn. If a poll is duly demanded, it shall be taken in such a manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting in which the poll was demanded. Scrutineers shall be elected to determine the result of the poll. In the case of equality of votes, whether on a show of hands or on a poll, the Chairman of a meeting at which a show of hands took place, or at which a poll is demanded, shall be entitled to a second or casting vote, subject to the provisions of Article 3.4.

### 3.3.5 **Proxy**

3.3.5.1 The instrument appointing a proxy shall be under the hand of the appointer and shall be in such form as the Board shall approve.

3.3.5.2 The instrument appointing a proxy shall be deposited at the office of the Association not less than forty-eight hours before the time for the holding of the meeting at which the person named in such instrument purports to attend or vote pursuant thereto or in respect thereof. In default of compliance herewith the instrument shall be treated as invalid for the purpose of attending or voting at that meeting or any adjournment thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, unless the proxy otherwise provides.

3.3.5.3 A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided no intimation in writing of the death or revocation shall have been received at the office or by the chairman of the meeting before the vote is given.

3.3.5.4 In the event of a member being a juristic person, such as a close corporation, company or trust, such member shall lodge at the offices of the Association, a resolution authorising a particular natural person to represent the member generally and to exercise the member's vote on its behalf. Such Resolution shall be lodged at the offices of the Association at least forty eight (48) hours before the time for the holding of any meeting at which a member wishes to be represented and/or vote.

#### 3.4 **Votes of Members**

On a show of hands, each Member present at a meeting of the Association, in person or by proxy, shall be entitled to one vote. On a poll, which may be called for by any member or his proxy or the Chairman of the meeting, the value of the member's vote shall be calculated by reference to the Bulk attaching to land owned by a Member represented as a percentage of the total Bulk attaching to all of the land. Notwithstanding the foregoing, where a member owns a sectional title unit, that member's vote shall be calculated by dividing the Bulk attaching to the land on which the sectional title scheme is situated by the total Bulk attaching to all land multiplied by the participation quota of the Members' sectional title unit in such scheme.

#### 3.5 **RESOLUTIONS OF MEMBERS**

3.5.1 For an ordinary resolution to be approved of by Members, it must be supported by more than 50% (Fifty Percent) of the voting rights exercised on the resolution.

- 3.5.2 For a special resolution to be approved of by members, it must be supported by at least 75% (Seventy Five Percent) of the voting rights exercised on the resolution.

#### 4 **INSPECTION OF MINUTES**

The minutes kept of every general meeting and annual general meeting of the Association under Section 24 of the Act, may be inspected and copied as provided in Section 26 of the Act.

#### 5 **DIRECTORS (TERMS OF OFFICE)**

- 5.1 The number of Directors and the election thereof shall be determined from time to time by the Members in general meeting subject to a maximum of ten (10) directors and a minimum of four (4) Directors.
- 5.2 A retiring director shall be eligible for re-election.
- 5.3 Save as is set out in Article 5.4 and Article 10, each director shall continue to hold such office from the date of his commencement to office until the Annual General Meeting next following the said appointment, at which meeting each Director shall be deemed to have retired from office as such but will be eligible for re-election to the Board of Directors at such meeting.
- 5.4 If, as a result of retirement, resignation or otherwise, the total number of Directors falls below the prescribed number, the Board shall act promptly to bring the number of Directors up to the level as specified in this Memorandum of Incorporation. The validity of any resolutions taken or acts performed by the directors during a period when the number falls short of that provided in 5.1 above shall not be prejudiced by such shortfall.

- 5.5 Any Director, may be removed by a majority Board decision, for any reason whatsoever.
- 5.6 The appointment by the Board of any Director to fill any vacancy for whatever reason, shall be made within 45 (FORTY FIVE) days of the date upon which such vacancy occurs.
- 5.7 The Directors shall have the power to co-opt persons onto the Board for the purposes of assisting the Directors in carrying out any of their functions. Any person so co-opted onto the Board shall not be entitled to vote on any matter which comes up for consideration by the Board.
- 5.8 The chairman and deputy chairman shall be elected by the Directors at their first meeting in the financial year.

## **6 ALTERNATE DIRECTORS**

Any other Director may obtain leave of absence by a resolution of the majority of the Directors, and the Board may thereupon appoint an alternate to act for him during his absence with all powers and privileges enjoyed by him. The appointment of such alternate shall not, however, be valid unless confirmed by a resolution of the majority of Directors present at the meeting.

## **7 REMUNERATION OF DIRECTORS**

7.1 A Director shall not directly or indirectly receive any remuneration for his services as a director of the Association, provided that nothing in this Memorandum of Incorporation shall prohibit him from reimbursement of all travelling, subsistence and other expenses properly incurred by him in the execution of his duties in or about the business of the Association and which is authorised or approved by the Board.

7.2 If any Director commits a breach of Article 7.1 he shall forthwith cease to be a Director and shall not be eligible for re-election.

## **8 POWERS AND DUTIES OF DIRECTORS**

8.1 The business of the Association shall be managed by the Board who may on behalf of the Association pay all expenses incurred in promoting the Association, and may exercise all such powers of the Association as are not required by the Act, or by this Memorandum of Incorporation, to be exercised by the Association in general meeting.

8.2 Without in any way affecting the generality of Article 8.1 the Board shall have the power to enter into contracts and agreements with third parties to give proper effect to the provisions of this Memorandum of Incorporation.

8.3 The Board may, pursuant to their rights, obligations and duties in terms of this Memorandum of Incorporation and as provided for and contemplated under this Memorandum of Incorporation, incur such expenditure as is necessary and/or requisite and howsoever arising to enable them to give proper effect to the provisions of this Memorandum of Incorporation.



- 8.4 The Association in general meeting, shall have the right to limit and restrict the powers of the Board, provided that no resolution of the Association shall invalidate any prior act of the directors which would otherwise have been valid.

### **Conduct Rules**

- 8.5 The Board shall have the power to make rules from time to time as well as the power to substitute, add to, amend or repeal same, for the management, control, administration, use and enjoyment of the Estate, for the purposes of giving proper effect to the provisions of the Memorandum of Incorporation and for any other purpose which powers shall include the right to impose reasonable financial penalties to be paid by those Members who fail to comply with the provisions of this Memorandum of Incorporation or the rules.

- 8.5.1 In no way detracting from the generality of the aforesaid, the Board may from time to time make rules, applicable within the Estate, specifically in regard to:

- 8.5.1.1 the conduct of members and persons,

- 8.5.1.2 the use of land, open spaces, roads, within the Estate (including but in no way limited to, the level of noise emanating from the use of the land and the parking and traffic implications of same),

- 8.5.1.3 the storing of flammable and other harmful substances,

- 8.5.1.4 preservation of the natural environment,

- 8.5.1.5 the design guidelines for the establishment, installation and maintenance of gardens, both public and private,

8.5.1.6 the use, upkeep, aesthetics and maintenance of buildings, open spaces and the natural reserve,

8.5.1.7 the imposition of fines and other penalties to be paid by a member, and

8.5.1.8 any other matter as may in the opinion of the directors require to be regulated,

**8.5.2 Enforcement of Rules**

8.5.2.1 The Board may take or cause to be taken such steps as they may consider necessary to remedy the breach of any rules of which the Member may be guilty and debit the costs of so doing to the Member concerned which amount shall be deemed to be a debt owing by the Member to the Association. In addition the Board may impose a system of fines or other penalties. The amounts of such fines and/or penalties shall be determined by the Board from time to time.

8.5.2.2 In the event of any breach of the rules by any persons, other than the Member, occupying the building, such breach shall be deemed to have been committed by the Member and the Board shall be entitled to take such action as they may deem fit against the responsible Member. Further, in the event of any breach of the rules by any tenant or occupier of any land owned by the member, or any invitee who comes upon the Estate by virtue of an invitation by a member, such breach shall be deemed to have been committed by the Member and the Board shall be entitled to take such action as they deem fit against the responsible member.

8.5.2.3 Notwithstanding the foregoing, the Board may in the name of the Association enforce the provisions of any rules by an application in a Court of competent jurisdiction and for this purpose may appoint such attorneys or Counsels they may deem fit.

- 8.6 Any rules made by the Board shall reasonably be in the interest of the Association and the Estate and shall apply equally to all Owners.
- 8.7 The rules made by the Board from time to time in terms of the powers granted to them shall be binding on all Members.
- 8.8 In no way detracting from the generality of any other provision of this Memorandum of Incorporation, in the event of the Association incurring any legal costs as a result of any breach of this Memorandum of Incorporation by any member, the Association shall be entitled to recover all such legal costs from such member on an attorney and own client scale in full whether or not legal action is actually instituted.

## **9 MINUTES**

- 9.1 The Board shall in terms of the Act cause Minutes to be kept:
- 9.1.1 of all appointments of officers;
- 9.1.2 of names of Directors present at every meeting of the Association and at every meeting of the Directors; and
- 9.1.3 of all proceedings at all meetings of the Association and/or the Directors.
- 9.2 Such Minutes once they are approved as a true record of proceedings, shall be signed by the chairman of the meeting at which the proceedings took place or by the chairman of the following meeting.

## **10 DISQUALIFICATION OR RESIGNATION OF DIRECTORS**

The office of Director shall be vacated if the Director:-

- 10.1 ceases to be a Director by effluxion of the period of appointment, or becomes prohibited from being a Director by virtue of any provision of the Act or this Memorandum of Incorporation; or
- 10.2 resigns his office by notice in writing to the Association and the Registrar; or
- 10.3 becomes insolvent or assigns his estate for the benefit of or compounds with his creditors or
- 10.4 is found to be a lunatic or of unsound mind or
- 10.5 is absent for three consecutive regular meetings of the Directors without obtaining prior leave of absence;
- 10.6 if the Director is otherwise ineligible or disqualified from serving as a Director on the grounds set out in Section 69 of the Act.

## 11 **PROCEEDINGS AT MEETINGS OF DIRECTORS**

- 11.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit but shall meet at least 4 (Four) times during a financial year.
- 11.2 A Director may, on 7 (Seven) day's written notice to all other Directors, at any time summon a meeting of the Directors.
- 11.3 The quorum necessary for the transaction of the business of the Directors shall be at least 50% of the total number of Directors.
- 11.4 If at a meeting neither the chairman nor the deputy chairman is present within 10 (Ten) minutes after the time appointed for holding the same, the Directors

present may choose one of their number to be chairman for that meeting.

- 11.5 Questions arising at any meeting of the Directors shall be decided by a majority of votes of the Directors, present in person or by an alternate. Each Director shall be entitled to exercise 1 (One) vote.
- 11.6 All acts done in terms of any resolution passed at any meeting of the Directors or a committee of Directors or by any person acting as a Director, notwithstanding that it be afterwards discovered that there was some defect in their acting as aforesaid or that they or any of them were disqualified so to act, shall be as valid as if any such person acting as Director in a meeting of Directors or a committee of Directors had been duly appointed and had qualified to be a Director.
- 11.7 A Resolution signed by all of the Directors shall be a valid Resolution notwithstanding that such Resolution may not have been passed at a meeting of the Board.
- 11.8 A meeting of the Board of Directors may be conducted by electronic communication or one or more Directors may participate in a meeting by electronic communication, as contemplated, and subject to the provisions of Section 73(3) of the Act.

### **Committees**

- 11.9 The Board may delegate any of their powers to committees consisting of such persons as they think fit, the Chairman of which committees may be appointed by the Board. Any committee so formed shall be in an advisory capacity to the Board and shall report to and be responsible to the Board and in the exercise of the powers so delegated, conform to the rules that may be imposed on it by the Board.

11.10 Should the Board not appoint the chairman of a committee, the members of that committee shall elect a chairman of its meetings. If at any meeting the chairman is not present within 10 (Ten) minutes after the time appointed for holding the same, the committee members present may elect one of their number to be chairman for that meeting.

11.11 A committee may meet and adjourn as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes of the committee members present and in the event of an equality of votes the chairman shall have a second or casting vote.

11.12 **Limitation of Liability of Directors**

Subject to the provisions of the Act, no Director shall be liable for any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty, gross negligence or default, breach of duty or breach of trust.

12 **DELEGATION OF POWERS OF DIRECTORS**

The Board may from time to time entrust to and confer upon the manager, or any other designated official of the Association or consultant or any other person or firm, for the time being, such of the powers and authorities vested in it as it may think fit, and may confer such powers and authorities for such time and to be exercised for such objects and purposes and subject to such terms and conditions and restrictions as it may think expedient, and they may confer such powers and authorities either collaterally or to the exclusion of, or in substitution for, all or any of the powers and authorities of the directors and may from time to time revoke or vary all or any of such powers and authorities.

### 13            **ASSIGNMENT OF POWERS AND FUNCTIONS**

The Association shall carry out all the functions and assume all powers as provided for in the Sectional Titles Act (and in particular Sections 37 and 38 thereof) as the Association may require to be delegated to it by the relevant Body Corporate and those functions imposed in terms of the Share Blocks Control Act (and in particular Sections 13, 15 and 19 thereof), as the Association may require to be delegated to it by a Share Block Company, in relation to any Sectional Title or Share Block Scheme on the Estate. In addition to the foregoing any controlling body of any scheme operated on the Estate, whether a Share Block Scheme or Sectional Title Scheme, shall assign such powers and functions to the Association as may be required of it by the Association.

### 14            **LEVY FUND**

- 14.1        The Board shall establish and maintain a levy fund sufficient in their opinion for the repair, upkeep, control, management and administration of the Association and of the Estate including the provision of security services for the Estate, garden maintenance services, insurance premiums, the payment of rates and taxes and other charges on the Estate levied by the local or any other authority, any charges for the supply of electric current, gas, water, fuel and sewage disposal, refuse collection and any other services to the Estate including any matter arising from the provisions of Article 13, and any services required by the Association to enable it to carry out its main and ancillary objects, for the covering of any losses suffered by the Association, for the payment of any premiums of insurance and of all other expenses incurred or to be incurred in relation to the Estate and for the discharge of any other obligation of the Association (provided that nothing in this Memorandum of Incorporation shall be construed as obliging the Association to pay service charges due by Owners to the relevant authority).

- 14.2 All levies due by members shall be payable to the Association immediately same become due and owing without deduction, demand or set-off.
- 14.3 The proportions in which Members shall make contributions towards the levy fund in terms of Article 14.1 shall be determined by the Board who in determining such proportions shall have regard to all circumstances prevailing at the time and to equity and shall be guided by the following:
- 14.3.1 firstly, they shall assign those costs relating to the Estate generally, including all open spaces, to an Owner in the ratio of the Bulk attaching to that Owners land in the Estate over the total Bulk attaching to all land in the Estate.
- 14.3.2 secondly, they shall assign those additional costs attributable directly to an Office Park to all the owners of land within that Office Park, which costs shall be assigned to the Owner in the ratio of Bulk attaching to that Owner's land over the total Bulk attaching to all land in that Office Park;
- 14.3.3 thirdly, they shall assign those additional costs arising directly out of the land itself to the member owning such land;
- 14.3.4 fourthly, they may draw a distinction between the services rendered by the Association to a particular Body Corporate for a particular type of scheme, again taking into account the nature and the extent of the services rendered to that Body Corporate and the owners of that Body Corporate,
- provided however that the Board may in any case where they consider it equitable to do so, assign to any Owner any greater or lesser share of the costs as may be reasonable in the circumstances; and provided further that any replacement or other reserves shall be determined by the Board.



- 14.4 All contributions received from Members shall forthwith be deposited in a separate account which the Association shall open and keep with a financial institution.
- 14.5 The monies in the levy fund shall be utilised to defray the expenses referred to in Article 14.1 above.
- 14.6 Notwithstanding any person ceasing to be a Member, all levies attributable to any period whilst such person was a Member, shall continue to be of full force and effect and recoverable from such person.
- 14.7 Any amount due by a Member whether in respect of a levy or any other amount falling due for payment under this Memorandum of Incorporation, which remains unpaid after the same has fallen due, shall bear interest as from the due date for payment to the date of payment at a rate of interest equal to that charged by the Standard Bank of South Africa Limited at its prime overdraft rate plus 3 (THREE) percentage points, such interest shall be calculated and compounded monthly.
- 14.8 The Board shall have the power to impose additional special levies on Members in respect of any unforeseen expenditure and shall determine how such levies are to be paid, in accordance with the principles set out in Articles 14.3 above.
- 14.9 A member shall not be entitled to demand repayment of any amount standing to the credit of his levy account.
- 14.10 All contributions levied under the provisions of this Memorandum of Incorporation shall be due and payable by Members on the passing of a resolution to that effect by the Board and may be recovered by the Association by action in any Court (including any Magistrates Court) of competent jurisdiction from the persons who were Members at the time when such

contributions became due.

14.11 Should a Member be more than sixty (60) days in arrears with the payment of any levies due in terms of this Article or any other amount of any nature whatsoever due to the Association by such member (including by not limited to any fine that may be imposed by the Association on any such member) and remain in arrears notwithstanding demand for payment by the Association, then in that event such member shall not be entitled either in person or by proxy to speak or vote at a meeting of members of the Association. A letter addressed to the Chairman of any such meeting by the Chairman of the Board dated not more than fourteen (14) days prior to any such meeting shall constitute proof of non-payment of any arrear levies by such member and shall entitle the Chairman of such meeting of the Members of the Association to prevent such member or his proxy speaking or voting at such meeting (even if payment is made by such member before such meeting but subsequent to the aforesaid letter having been signed by the Chairman of the Board)

14.12 In the event of there being a dispute as to the amount of any levy due by the Member, such dispute shall be referred to the Association's Auditors for a decision, whose decision shall be final and binding on the parties.

## 15 **ACCOUNTING RECORDS**

15.1 The Board shall cause such accounting records as are prescribed by the Act to be kept. Accounting records shall be deemed to be proper if they represent fairly the state of affairs and business of the Association and to explain the transactions and financial position of the trade or business of the Association.

15.2 The accounting records shall be kept at the registered office of the Association or at such other place or places as the Directors think fit, and shall always be open to inspection by the Members.

**16 ANNUAL FINANCIAL STATEMENTS**

16.1 The Board shall from time to time, in accordance with the Act, cause to be prepared and laid before the Association in general meeting such financial statements as are prescribed by the Act.

16.2 A copy of any annual financial statements which are to be laid before the Association in annual general meeting shall, not less than 21 (TWENTY ONE) days before the date of the meeting, be sent to every Member of the Association: Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware.

**17 AUDITOR**

An auditor shall be appointed in accordance with the Act.

**18 NOTICES**

18.1 A notice may be given by the Association to any Member either by advertisement or personally, or by sending it by post by prepaid letter addressed to such Member at his registered address, or if he has no registered address in the Republic at the address (if any) within the Republic supplied by him to the Association for the giving of notices to him. Any notice which may be given by advertisement shall be inserted in such newspaper as the Board may from time to time determine.

18.2 Notice of every general meeting shall be given in any manner authorised:

18.2.1 to every Member of the Association. If a member has not supplied the Association with an address within the Republic of South Africa for the service of notice by hand or by registered post, then it shall be considered sufficient for

the Association to serve notice at the address of the land owned by the Member;

18.2.2 to the auditor for the time being of the Association.

18.3 No other person shall be entitled to receive notice of general meetings.

18.4 Any notice by post shall be deemed to have been served within 7 (seven) days of the date when the letter containing the same was posted, and any notice by advertisement shall be deemed to have been given on the day upon which the advertisement was published in the newspaper, 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.

18.5 The failure to give notice to any Member or the failure of any Member to receive a notice shall not vitiate any proceedings of the Association.

18.6 Notwithstanding anything contained herein or elsewhere, the sending of any notice or other communication to a Member at an electronic mail address (e-mail address), nominated by such Member for these purposes in writing to the Association, shall be deemed to be good and proper services of such notice or other communication, in terms of this Memorandum of Incorporation, and shall be deemed to have been received by the Member on the date that such communication or other notice was sent by electronic mail.

## 19 **WINDING-UP OF ASSOCIATION**

In the event of the Association being wound up, its assets shall devolve upon such other corporation as the Members in such winding-up order determine, provided that such corporation has aims and objects similar to those of the Association.

**20 DESIGN REVIEW PANEL**

20.1 The Board shall appoint five (5) persons to the Design Review Panel, provided that at all times amongst such persons appointed shall be two (2) architects.

20.2 The Directors shall ensure that the Design Review Panel carries out all the functions and duties entrusted to it so as to give proper effect to the provisions of the Development Manual.

20.3 Only the Design Review Panel shall be entitled to update and make changes to the Development Manual.

**21 REPAIR, UPKEEP, ADMINISTRATION, MANAGEMENT AND CONTROL OF THE ESTATE**

**21.1 Building and Improvements**

In order to procure compliance with the nature and amenity of the Estate nothing shall be placed on or attached to a building or any other structure, visible from outside of the building or such other structure without the consent of the Association and no building, extension or alteration to an existing building or other structure shall be built or erected on any land within the Estate, other than in accordance with the Scheme, the Development Manual and plans approved by the Design Review Panel which approval shall be in writing and signed by a duly authorised representative of the Design Review Panel. Before giving such approval, the panel may require that there be lodged with them such description and/or drawing and/or plan as may be necessary, in the opinion of the panel, to enable them to consider the matter. Any approval as contemplated herein may be subject to such conditions as the Design Review Panel may deem fit. This clause shall in no way alter or supersede any requirements of or obligations to the Local Authority.

## **21.2 Landscaping**

Save as may otherwise be agreed by the Board, any landscaping on the Estate to be undertaken by a Member shall be undertaken in accordance with a landscape plan approved by the Design Review Panel and no member shall commence landscaping of any land owned by such Member until such time as such landscape plan has been approved in writing. Notwithstanding anything to the contrary herein or elsewhere contained no Member shall have any right to plant any tree, shrub, grass, flower or to remove or cut same or attempt to erect any fence or wall or any other structure or remove same on the Estate without the prior written consent of the Design Review Panel.

## **21.3 Provision of Services**

The Association may, from time to time, contract with suppliers of services to provide services to the Estate.

## **21.4 Open Spaces and Rights of Access**

21.4.1 Owners, their employees and invitees shall be entitled to use all open spaces on the Estate subject to such rules as the Board may lay down from time to time provided that at all times Owners shall have vehicular and pedestrian ingress and egress from their land to a public road.

21.4.2 No resolution for the winding up of the Association shall be passed prior to the rights of vehicular and pedestrian ingress and egress above referred to being secured by way of servitudes registered against the title of the Estate or the transfer of such accesses to a local authority, as public roads.

## 21.5 **Maintenance of Building**

Save where such work is carried out by the Association, the exterior of every building shall be maintained and kept in a clean, tidy and neat condition by the Owner and no Owner shall be entitled to apply paint or any similar material to any exterior part of his building without the prior written consent of the Design Review Panel. An Owner shall on receipt of a notice given by the Design Review Panel, undertake such work as may be specified in such notice relative to such Owner's building. Should an Owner fail to carry out any work as required by the Design Review Panel, and after the Design Review Panel has given the Owner notice which the Design Review Panel deems reasonable in the circumstances, so to comply, the Design Review Panel shall be entitled to carry out such work and to recover the reasonable cost thereof from the Owner which amount shall be deemed to be part of the levy due by the Owner.

## 21.6 **Occupation of Building**

21.6.1 Occupation and use of a building shall, at all times, be in compliance with the Scheme and this Memorandum of Incorporation. The Board may, in their sole discretion, determine that any person, not being a Member, be denied access to the Estate and be required to leave in the event of such person breaching this Memorandum of Incorporation or the Association's Rules made in terms hereof. No Member shall use any building on such Members land or allow any other person to use such building for purposes not permitted by the Scheme or this Memorandum of Incorporation or the Association's Rules made in terms hereof.

21.6.2 In addition, and in no way detracting from the generality of the aforesaid, no member shall be entitled to utilise, or allow to be utilised, any building or other structure within the Estate so as, in the Board's reasonable opinion, to cause a nuisance, or to interfere with, other persons in the Estate or the amenity of the Estate.

## 21.7 **Services**

Inasmuch as the provision, establishment, maintenance and repair of services may be required to take place on the Estate, the Members hereby consent to the provision of such services being laid across their land, in such places as the Design Review Panel determines, from time to time and to the Design Review Panel or persons authorised by it, entering upon such land for the purpose of providing, establishing, maintaining and/or repairing the services, provided that such work shall be carried out with as little inconvenience to the affected party as reasonably possible.

## 21.8 **Security of Estate**

21.8.1 The Association shall be obliged to provide such security in the Estate as it deems appropriate, from time to time, including such security as may be required to control egress and ingress to the Estate, so that only Members, lessees of land, guests or invitees, authorised representatives, employees, the Association and any other duly authorised persons may be admitted.

21.8.2 Notwithstanding the foregoing the Association shall on the request of Members within a particular Office Park provide such additional security as such Members may require subject to such Members being liable for all expenditure attributable to such additional security on the basis as contemplated in Article 14.3.2.

## 21.9 **Maintenance of Open spaces and Public Road verges**

The Association shall be responsible for the maintenance, upkeep and repair of private open spaces, private roads and verges, the natural forest area and other common landscaped area within the Estate. In the event of the Local Authority not having the means or is unwilling to maintain the public road verges within the Estate then the maintenance of such public road verges shall be undertaken



by the Association.

21.10 The areas of the Natural Forest shall be subject to a non-user servitude in favour of the Association, the position of which servitude is shown on the plan which is Annexure “C” hereto, on the terms and conditions set out in the draft Deed of Servitude, which is Annexure “D” hereto;

21.11 Certain land within the Estate, as shown on the plan which is Annexure “E” hereto, shall be subject to an Encroachment Servitude in favour of the Association, on the terms and conditions as set out in the draft Deed of Servitude, which is Annexure “F” hereto.

## 22 **ENFORCEMENT OF OBLIGATIONS OF OWNERS**

Should any Owner or any lessee of an Owner or guest or invitee of an Owner fail to perform any obligation incumbent upon him, if applicable, within the period of any notice given for compliance, the Association shall be entitled, but not obliged, to do such things and incur such expenditure as is, in the opinion of the Association, necessary and/or requisite to procure compliance. The costs thereby incurred by the Association shall be a debt due by the Owner concerned, which shall be payable on demand.

## 23 **DETERMINATION OF DISPUTES**

23.1 Subject to Article 14.12 above, in the event of any dispute or difference arising between the Members inter se or between a Member and the Association as to the construction, meaning or interpretation or effect of any of the provisions or as to the rights, obligations or liabilities of the Association or any Member in terms of this Memorandum of Incorporation, the parties shall forthwith meet to attempt to settle such dispute or difference and failing such settlement within a period of 60 (Sixty) days, such dispute or difference

shall be submitted to arbitration in accordance with the provisions set out below.

23.2 Such arbitration shall be held:

23.2.1 at Durban;

23.2.2 under the provisions of the Arbitration Act No. 42 of 1965 of the Republic of South Africa as amended from time to time and the Association of Arbitrators Rules for the Conduct of Arbitrations (Latest Edition).

23.3 The arbitrator shall be, if the question in issue is:

23.3.1 primarily an accounting matter, a practising auditor of not less than ten (10) years standing appointed by the President for the time being of the Institute of Chartered Accountants;

23.3.2 primarily a legal matter, a practising attorney of not less than ten (10) years standing appointed by the President for the time being of the Law Society of Kwa-Zulu Natal at the request of either Party;

23.3.3 any other matter, an independent person agreed upon between the parties and failing agreement as may be appointed by the President for the time being of the said Law Society at the request of either party.

23.4 If agreement cannot be reached within seven (7) business days after a dispute has been declared and an arbitration has been demanded, as to whether the question in issue falls under Article 23.3.1, 23.3.2 or 23.3.3 above, then a practising attorney as agreed upon the parties and failing agreement then appointed at the request of either party by the President for the time being of the said Society as soon as possible thereafter, shall determine whether the

question in issue falls under clause 23.3.1, 23.3.2 or 23.3.3 above so that an arbitrator can be appointed in terms of clause 23 and the arbitration can be held and concluded as soon as possible.

23.5 The decision of the aforesaid arbitration proceedings:

23.5.1 shall be binding on the parties thereto;

23.5.2 shall be carried into effect and

23.5.3 may be made an order of court of competent jurisdiction.

## 24 **DISCLAIMER OF RESPONSIBILITY**

24.1 The Association shall not be liable for any injury to any person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring on the Estate. Members hereby acknowledges that they shall not, under any circumstances have any claim or right of action whatsoever against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

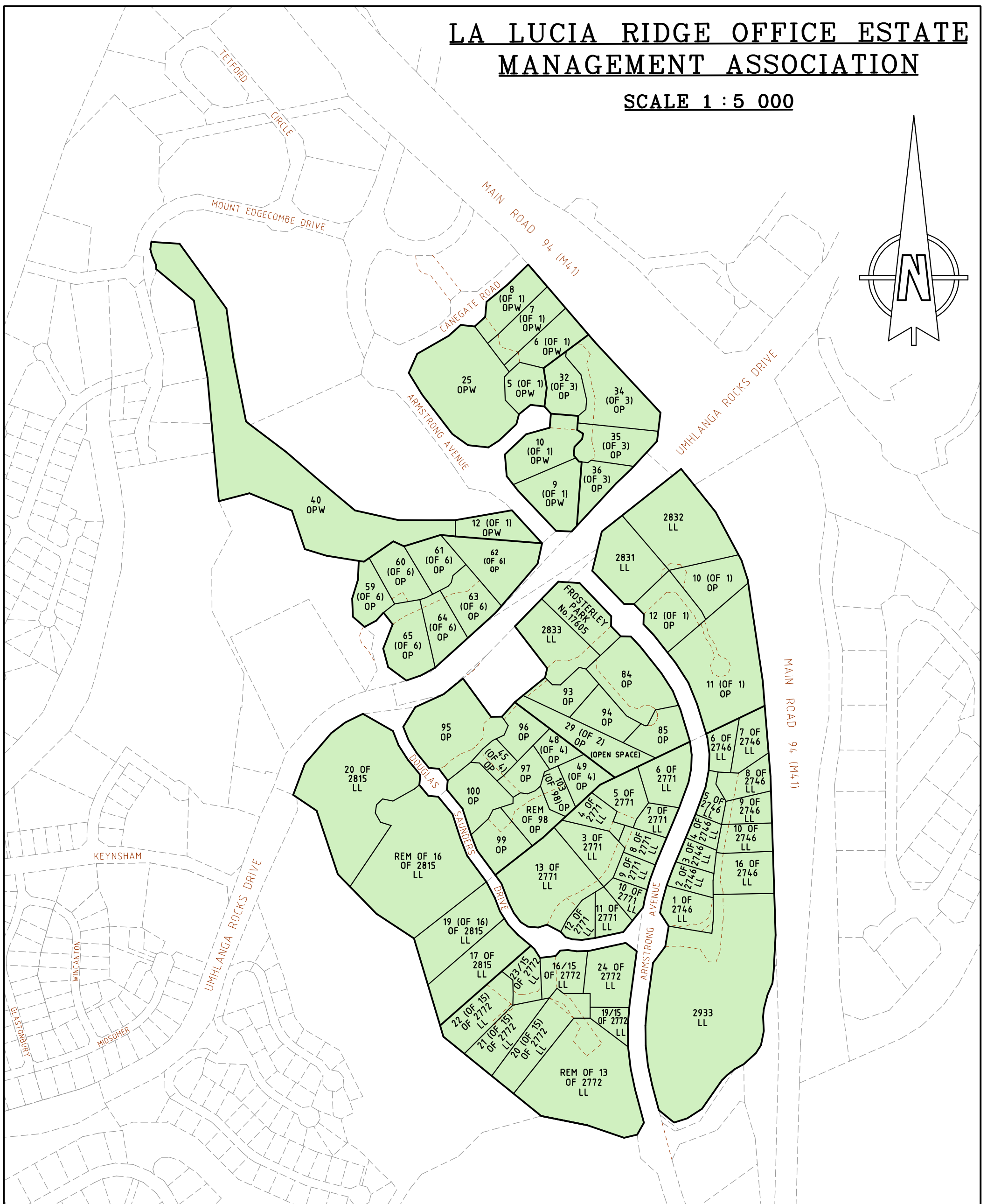
24.2 The Association and/or its agents shall not be liable to any Member or any of the Member's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the Member or any lessee for any injury or loss or damage of any description which the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

24.3 Members hereby accept responsibility for and indemnify the Association and its employees, servants and agents and lawful invitees against all claims by any

person arising from any injury or loss or damage as contemplated in this clause 24.

25      **AMENDMENT TO ARTICLES**

This Memorandum of Incorporation may only be amended or varied by way of a Special Resolution of Members.



**LA LUCIA RIDGE OFFICE ESTATE  
MANAGEMENT ASSOCIATION**

1. LL denotes Portions and Erven of La Lucia  
2. OP denotes Portions of the farm Office Park No.16740  
3. OPW denotes Portions of the farm Office Park West No.17329



LA LUCIA RIDGE  
OFFICE ESTATE



J.M. DINKELE Professional Land Surveyor - PLS 0160

P.O. Box 22118 Glenashley 4022	Tel. (031) 572 3251	<a href="http://www.wmpb.co.za">www.wmpb.co.za</a>
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DATE : SEPTEMBER 2013	DRAWING No. 5545T/LLROE/MA
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# Plan Showing Non User Servitudes

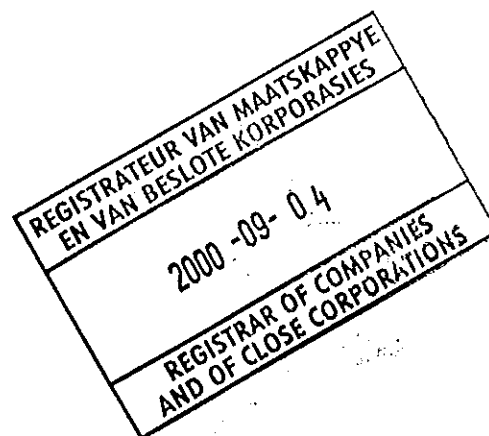


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Servitudes



"D"



## Notarial Deed of Servitude

GARLICKE & BOUSFIELD INC  
Attorneys, Notaries & Conveyancers  
Feram House  
Stanley Grace Crescent  
UMHLANGA ROCKS

Protocol No.

BE IT HEREBY MADE KNOWN:

THAT on the \* day of \*\*\* in the year \* (\*) before me,

Notary Public practising at Umhlanga Rocks, Province of KwaZulu-Natal,  
personally came and appeared:

**SHAY LINDY BROEDELET**

she being duly authorised thereto by:

1. A Special Power of Attorney dated the       day of  
and signed at  
granted to her by:

he being duly authorised hereto by a Resolution of Directors of

**THE LA LUCIA RIDGE OFFICE ESTATE MANAGEMENT  
ASSOCIATION NO. 1997/003184/08**

(hereinafter referred to as "the GRANTEE") of the one part;

2. A Special Power of Attorney dated the       day of  
and signed at  
granted to her by:

\*\*\*

he being duly authorised thereto by a Resolution of Directors of

\*

(hereinafter referred to as "the GRANTOR") of the other part,

which aforesaid Special Powers of Attorney and certified copy of which Resolutions have this day been exhibited to me and now remain filed in my protocol.

**AND THE SAID APPEARER DECLARED THAT:**

**WHEREAS** the GRANTOR has entered into a contract of sale to purchase the hereinaftermentioned property from \*\*\*



WHEREAS the GRANTOR has agreed to grant the GRANTEE a non-user servitude over the hereinaftermentioned property subject to the terms and conditions contained hereunder, which servitude the GRANTEE accepts.

**NOW THEREFORE THESE PRESENTS WITNESS:**

1. The GRANTOR hereby gives and grants to the GRANTEE its successors-in-title or assigns, a non-user servitude over the following property, namely:

PORTION \* (OF \*) OF THE FARM \*\*\* NO.\*, Registration Division FU in the North Local Council Area, Province of KwaZulu-Natal in extent \* (\*) square metres;

HELD by the GRANTOR under Deed of Transfer about to be registered\* No.T\*

(hereinafter "the PROPERTY")

2. The SERVITUDE shall cover that portion of the PROPERTY which is cross-hatched on the SITE PLAN attached as Annexure "" hereto (hereinafter referred to as "the SERVITUDE AREA")
3. The GRANTOR shall have no usual rights of ownership in respect of the SERVITUDE AREA other than its rights as provided herein.
4. The GRANTEE shall at its cost maintain and manage the SERVITUDE AREA in such a way as to ensure the preservation of all fauna and flora within the SERVITUDE AREA.
5. No structure of any kind shall be erected within the SERVITUDE AREA nor shall anything be placed thereupon
6. No tree, shrub, hedge or plant of any description including grass shall be planted in the SERVITUDE AREA nor shall same be cut down, destroyed or removed without the prior consent of the GRANTEE.
7. The GRANTOR, its employees, invitees or any other persons lawfully occupying the PROPERTY with the consent of the GRANTOR shall be entitled to go upon the SERVITUDE AREA for the purposes of recreation and enjoyment provided that access to the SERVITUDE AREA shall only be on foot.
8. The GRANTOR shall not light a fire anywhere within the SERVITUDE AREA.

9. The GRANTOR acknowledges that the servitude will be binding on all successors-in-title or assigns in perpetuity and all future owners of the PROPERTY. The GRANTOR acknowledges that the GRANTEE shall not approve any future sale of the PROPERTY unless the GRANTOR'S prospective purchaser has entered into a servitude agreement with the GRANTEE on the same terms and conditions as contained herein,
10. In the event of it becoming necessary or expedient to have the GRANTEE wound up, the members of the GRANTEE shall ensure that prior to such winding up the rights and obligations of the GRANTEE contained herein are assigned to a suitable body or organisation, the intention being that the SERVITUDE AREA shall at all times be preserved in its natural state for the enjoyment of the owner of the PROPERTY. The GRANTOR or the owner of the PROPERTY at the time shall be obliged to sign all documents necessary to give effect to such assignment
11. The GRANTEE shall be liable for all costs incurred in regard to the preparation of this Notarial Deed.
12. This Notarial Deed constitutes the sole basis of the contract in respect of the servitude between the GRANTOR or GRANTEE. No amendment hereto shall be effective unless reduced to writing and signed by both the GRANTEE and GRANTOR.

AND THE APPEARER, on behalf of the GRANTOR hereby accepts the benefits of the aforesaid servitude, declaring the value of thereof to be the sum of R\*\*\* (\*\*\*).

AN ACT WHEREOF being required I have granted the same under my Notarial Form and Seal of Office and have caused the same to be subscribed by the said Appearer in the presence of the subscribed witnesses.

As Witnesses

1. ....

\_\_\_\_\_  
q.q.

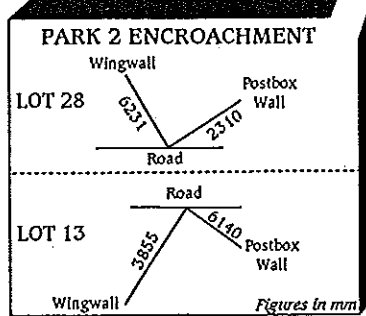
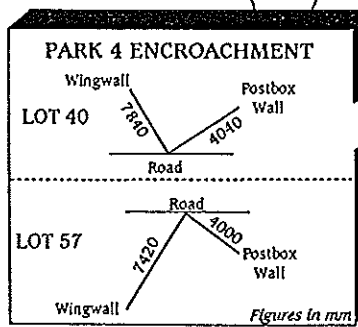
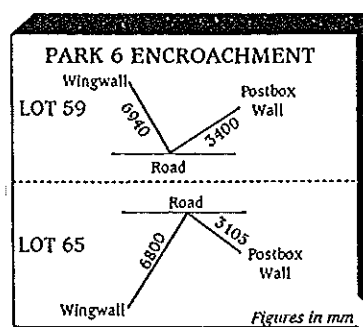
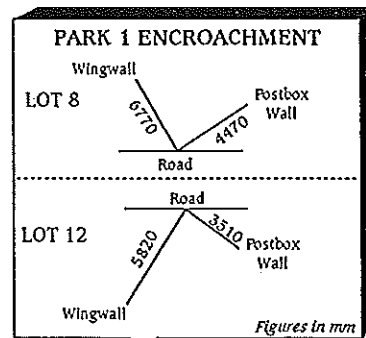
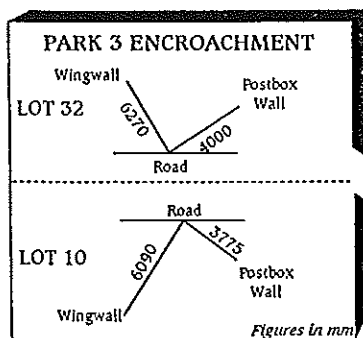
2. ....

\_\_\_\_\_  
q.q.

QUOD ATTESTOR

\_\_\_\_\_  
NOTARY PUBLIC

# Plan Showing Encroachments



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"F"

## ENCROACHMENT AGREEMENT

entered into between

\*

(hereinafter the OWNER)

and:

THE LA LUCIA RIDGE OFFICE ESTATE MANAGEMENT ASSOCIATION  
NO.1997/003184/08

(hereinafter the ASSOCIATION)

### WHEREAS:

The OWNER is the registered owner of the property described as:

PORTION \* (OF \*) OF THE FARM \*\*\* NO.\*, Registration Division FU in the North  
Local Council Area, Province of KwaZulu-Natal, in extent \* (\*) square metres;

(hereinafter the PROPERTY)

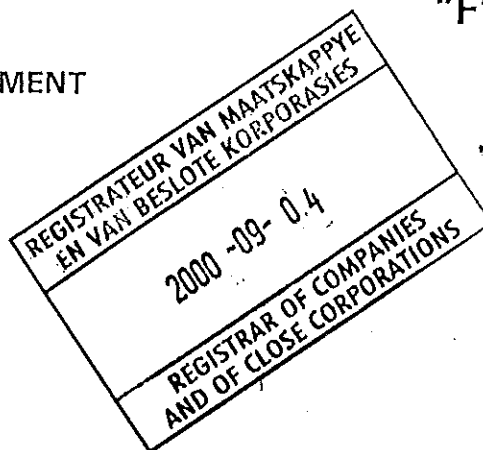
The ASSOCIATION wishes to construct a gate-house and boom for the purpose of  
providing security to the Office Park, comprising the PROPERTY and other properties.

The gate-house and boom encroach onto the PROPERTY in the position as shown on the  
Plan Reference \* attached hereto (hereinafter the PLAN).

The ASSOCIATION requires consent from the OWNER for the gate-house and boom to  
encroach onto the PROPERTY as depicted on the PLAN.

### IT IS AGREED

1. The OWNER agrees that the gate-house and boom encroach onto the PROPERTY  
as shown on the PLAN.
2. The ASSOCIATION undertakes that the gate-house and boom will at all times be  
maintained to a standard acceptable to the ASSOCIATION'S Design Review Panel.



3. The ASSOCIATION shall have the right to enter upon the PROPERTY at all reasonable times for the purposes of constructing, replacing, repairing and maintaining the gate-house and boom, provided that should the ASSOCIATION cause any damage to the PROPERTY in so doing, such damage shall be made good by and at the cost of the ASSOCIATION.
4. Should it be a requirement of the Local or any other competent authority the OWNER grant its written consent to such Authority for the erection of the said gate-house and boom for the purpose of approving building plans, the OWNER agrees to give such consent to the Local or other competent Authority.
5. It is specifically recorded that in the event of the OWNER disposing of the PROPERTY for any reason whatsoever, the OWNER shall prior to transfer, inform any successor in title of the existence of the encroachment and of the necessity for the successor in title to enter into a new agreement with the ASSOCIATION on the terms and conditions set out herein.
6. By signing this Agreement, the ASSOCIATION automatically indemnifies and holds harmless the OWNER, from any or all claims whatsoever that may arise as a result of loss or damage to property and death of or injury to persons howsoever caused, resulting from the said encroachment. Without in any way limiting the generality of the aforesaid indemnity, the ASSOCIATION further indemnifies the OWNER against any claim for damage to that portion of the gate-house and boom, which encroaches onto the PROPERTY from any cause whatsoever.
7. This Agreement constitutes the sole and only Agreement between the parties and no representations express or implied which are not recorded herein shall be binding and no variation of this Agreement will be of any force or effect until recorded in writing and signed by or on behalf of both parties.

DATED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_  
and signed by the OWNER.

AS WITNESSES:

1. ....
2. ....

DATED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_  
and signed by the ASSOCIATION.

AS WITNESSES:

1. ....
2. ....