

SECTION 1

ARTICLES OF ASSOCIATION OF A COMPANY NOT HAVING A SHARE CAPITAL

REGISTRATION NUMBER OF COMPANY:
97/06084/08

NAME OF COMPANY:
IRENE GLEN HOMEOWNERS ASSOCIATION
(Association Incorporated Under Section 21)

ISSUE		DATE		REASON FOR ISSUE	
CHAIRMAN		DATE	VICE CHAIRMAN		DATE
DIRECTOR 1		DATE	DIRECTOR 2		DATE

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2 THE ARTICLES OF THE COMPANY SHALL BE AS FOLLOWS:

2.1 INTERPRETATION

In the interpretation of the Articles of Association and unless contrary to, or excluded by the subject or the context:

- 2.1.1 words signifying the singular number shall include the plural and vice versa;
- 2.1.2 words signifying the masculine shall include the feminine;
- 2.1.3 any words defined in the Companies Act No 61 of 1973 and not defined in (f) shall bear the same meaning in these Articles of Association;
- 2.1.4 the headings and marginal notes of Articles are for reference purposes only and shall not be taken into account in construing these presents;
- 2.1.5 each term, power or authority herein shall be given the widest possible interpretation;
- 2.1.6 the following words and expressions shall have the following meanings:

2.2 WORDS AND EXPRESSIONS

WORDS AND EXPRESSIONS	MEANINGS
“The Act”	the Companies Act, 61 of 1973 (as amended);
“Alternate Director”	a person duly appointed as an Alternate Director of the Company in terms of Article 21;
“Articles”	means the Articles of Association of the Company;
“Auditors”	means the auditors of the company;
“Company”	means Irene Glen Homeowners Association (Association incorporated under Section 21)
“The Company”	save as a reference to the Company includes any association of persons or body corporate as the case may be.
“Chairman”	means the Chairman of the Board of Directors;
“Directors”, “Board of Directors” and “Board”	means the Directors for the time being of the Company;
“General Meeting”	the annual general meeting or an extraordinary general meeting of the Company as the case may be;
“In writing”	means written, printed or lithographed or partly one or partly another, and other modes of representing producing words in a visible form;

WORDS AND EXPRESSIONS

MEANINGS

“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 of the Company;
“Person”	any natural and/or juristic person, corporate entity and/or trust;
“Scheme”	means the residential and group housing development known as Irene Glen;
“Vice Chairman”	means the vice-chairman of the Board of Directors.

3 MEMBERSHIP

- 3.1 Membership of the Company shall be open to any person, who in terms of the Deeds Registries Act is reflected in the records of the Deeds Office concerned as being the registered owner of any land in the scheme.
- 3.2 Where two (2) Sectional Titles per stand have been registered aligned with the two dwellings allowed by the full title deed, each registered owner shall have the rights and obligations of a member of the Company;
- 3.3 When a person becomes the registered owner of any land in the scheme, he shall *ipso facto* become a member of the Company, and when he ceases to be the owner of such land he shall *ipso facto* cease to be a member of the Company.
- 3.4 No member shall let or otherwise part with occupation of any land in the scheme, whether temporarily or otherwise, unless he has agreed in writing with the proposed occupier of any such land as a stipulation alter in favor of the Company that such occupier shall be bound by all the terms and conditions of the Memorandum and Articles of Association of the Company, and such written agreement is lodged with the Company prior to the proposed occupier taking occupation of the land in question.
- 3.5 A registered owner of any land in the scheme may not resign as a member of the Company.
- 3.6 The rights and obligations of a member shall not be transferable and every member shall:

IRENE GLEN HOMEOWNERS ASSOCIATION

- 3.6.1 further, to the best of his ability, the objects and interest of the Company;
- 3.6.2 observe all rules made by the Company in general meeting of the directors;
- 3.6.3 sign all documents and do all things necessary to enable whatever servitudes may be required for services to be registered whether over or in favor of the access portion or any other portion in the scheme and including the provision of security facilities;

provided that nothing contained in these Articles shall prevent a member from ceding his rights in terms of these Articles as security to the mortgagee of that member's land.

- 3.7 The Company shall maintain at its registered office a register of members of the company as provided in Section 105 of the Act. The register of members shall be open to inspection as provided for in Section 113.
- 3.8 Should a member let his portion or part thereof, he shall ensure that the house rules and regulations form part of the lease agreement entered into.

4 LEVIES

- 4.1 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.
- 4.2 The Directors shall not less than 30 (thirty) days after the end of each financial year, or so soon thereafter as is reasonably possible, prepare and serve upon every member at the address chosen by him an estimate in reasonable detail of the amount which shall be required by the 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 of an annual nature.
- 4.3 Each notice to each member shall specify the contribution payable by that member of such expenses and reserve fund.
- 4.4 Every levy shall be payable in advance on the first day of each month.
- 4.5 In the event of the Directors for any reason whatsoever failing to prepare and timorously serve the estimate referred to in Article 4.2 above, every member shall, until served with such estimate, continue to pay the levy previously imposed and shall, after such service, pay such levy as may be specified in the notice, in the manner specified in the notice referred to in Article 4.2
- 4.6 The Directors may from time to time impose special levies upon the members in respect of all expenses as are mentioned in Article 4.1, which are not included in any estimate made in terms of Article 4.2, and may in imposing such levies determine the terms of payment thereof.
- 4.7 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
- 4.8 Any amount due by a member by way of levy, fees and interest shall be a debt due by him to the Company. 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 any land in the scheme 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.
- 4.9 No land in the scheme 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 to and including the date of registration of transfer of such land.

5 RULES

- 5.1** Subject to the provisions of Article 25 below, and subject to any restriction imposed or direction given at a general meeting of the Company, the Directors may from time to time make rules which may include house or estate rules in regard to:
- 5.1.1 the preservation of the environment, including the right to control vegetation and the right to prohibit and/or control the erection of walls, fences and hedges, whether upon or within the boundaries of any land or portion of the scheme;
 - 5.1.2 the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
 - 5.1.3 the use, maintenance, repair and replacement of any public open space which vests in or is controlled by the Company and of any services, connections and equipment under or over such public open space;
 - 5.1.4 the access to and egress from any of the portions in the scheme;
 - 5.1.5 the right to determine and control all security measures in the scheme;
 - 5.1.6 the placing or fixing of ornamentation or embellishments upon the outside of the buildings including the power to remove any such objects;
 - 5.1.7 the conduct of any persons within the scheme for the prevention of nuisance of any nature to any member;
 - 5.1.8 the control and collection of refuse;
 - 5.1.9 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.
- 5.2** 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:
- 5.2.1 give notice to the member or resident concerned requiring him to remedy a breach thereof or to make payment within such reasonable period as the directors may determine, and/or 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 be deemed to be a debt owing by the member or resident concerned to the Company; and/or
 - 5.2.2 impose a system of fines or other penalties, provided that the amounts of such fines shall be reviewed and confirmed at each general meeting of the Company; and/or
 - 5.2.3 Take such other action, including proceedings in Court, as they may deem fit.
 - 5.2.4 In the event of the Directors instituting any legal proceedings against any member or resident within the scheme 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.

- 5.2.5 In the event of any breach of the rules by the members or any member's resident's household or his guests or lessees, such breach shall be deemed to have 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.
- 5.2.6 In the event of any member or resident disputing the fact that he has committed a breach of any of the rules, a committee of 3 (three) directors appointed by the Chairman for the purpose shall adjudicate upon the issue at such time and in such matter and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
- 5.2.7 Any fine imposed upon any member or resident shall be deemed to be a debit by the member or resident to the Company and shall be recoverable by ordinary civil process.
- 5.2.8 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.
- 5.2.9 The Company may in general meeting make any rules which the Directors may make and may in general meeting vary or modify any rules made by it or by the Directors from time to time.
- 5.2.10 The Company shall be entitled with the consent of the registering authorities, to register any of the rules as contained in clause 5 of these Articles against the Title Deed of the individual properties. The omission to register any of the aforementioned rules against the Title Deed, shall in no way affect the validity or enforcement thereof.

6 DIRECTORS

- 6.1 Subject to the provisions of the Act, there shall be a Board of Directors of the Company which shall consist of not less than 2 (two) nor more than 7 (seven) directors.
- 6.2 The first Directors shall be appointed in writing by a majority of the subscribers to the Memorandum of Association but until directors are so appointed and whether or not the directors have been named by a majority of the subscribers to the Memorandum, every subscriber to the Memorandum shall be deemed for all purposes to be a director of the company.
- 6.3 Directors shall be appointed to office by election by the members in general meeting.
- 6.4 A Director need not himself be a member of the Company. A Director, however, by accepting his appointment to offices as such, shall be deemed to have agreed to be bound by all the provisions of the Memorandum and Articles of Association of the Company.

7 REMOVAL AND ROTATION OF DIRECTORS

- 7.1 Save as set out in Article 7.3 each director shall continue to hold office from the date of this appointment until the annual general meeting next following his appointment, at which meeting each director shall be deemed to have retired from office but shall be eligible for re-election to the Board of Directors at such meeting.
- 7.2 A Director shall be deemed to have vacated his office upon:
- 7.2.1 his having become disqualified to act as a director in terms of the provisions of the Act;
 - 7.2.2 his being removed from office as provided in Section 220 and 216(3) of the Act;
 - 7.2.3 In the event of his being a member of the Company, his being disentitled to exercise a vote.
 - 7.2.4 On resignation.
- 7.3 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 the remaining directors for the time being in office.

8 CHAIRMAN AND VICE-CHAIRMAN

- 8.1 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 the 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.
- 8.2 Except as otherwise herein provided, the Chairman shall preside at all meetings of the Board of Directors and, in the event of his not being present within 10 (ten) 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.

9 DIRECTOR'S EXPENSES

The 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, the directors shall not be entitled to any remuneration for the performance of their duties in terms hereof.

10 POWERS OF DIRECTORS

- 10.1 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 and as are not by the act or by the Memorandum and Articles of Association of the Company required to be exercised or done by the Company in general meeting, subject however to such rules as may be made by the Company in general meeting or as may be made by the Directors from time to time.

- 10.2** 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 their employees whatsoever for any reasons deemed necessary by the Directors and on such terms as the directors shall decide, and the Directors may delegate any or all of their powers to the said managing agent as they may determine, subject to any restrictions imposed on direction given at any general meeting of the Company.
- 10.3** The Directors shall further have the power to:
 - 10.3.1 require that any work 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;
 - 10.3.2 Make available Architectural and General Development Guidelines in respect of the scheme.
- 10.4** The Board of Directors shall have the right to co-opt onto the Board any person or persons which persons need not be members of the Company;
- 10.5** The Board of Directors shall be entitled to appoint committees consisting of such number of Directors and such outsiders, including the managing agents, as the Board may deem fit and to delegate to such committees such of the Board's functions, powers and duties as the Board 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;
- 10.6** The Directors may, in their discretion, appoint an architectural review committee in which event such committee shall consist of:
 - 10.6.1 a practicing professional architect duly qualified to practice as such on his own account in the Republic of South Africa;
 - 10.6.2 1 (one) Director;
 - 10.6.3 Such number of members as the Directors may determine.
- 10.7** Subject to Article 10.6.3 above, members of the architectural review committee shall not be required to be members of the Company;
- 10.8** In the event that an architectural review committee is established, all plans for buildings, outbuildings, structures, additions, alterations and all plans for all

works shall be submitted to the architectural review committee and the Company shall not approve the construction of any structure contemplated in Articles 25.6 below unless such plan shall first have been approved by the architectural review committee. The directors may, if they deem fit, delegate to the architectural review committee their powers in terms of Articles 25.4 and 25.6 below.

11 BORROWING POWERS

The Directors may exercise all the powers of the company to borrow money and to mortgage or bind its undertaking and property or any part thereof.

12 PROCEEDINGS OF DIRECTORS

- 12.1** The Directors may, subject to the provisions of these Articles, meet together to attend to their business, adjourn and otherwise regulate their meetings as they think fit.
- 12.2** The quorum for the holding of any meeting of Directors shall be 50% plus 1(one) percent in person.
- 12.3** The Director 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 meetings of the Board of Directors shall, after certification, be placed in a Director's minute book which shall be kept in accordance with the applicable provisions of the Act. The Director's minute book shall be open for inspection at all reasonable times by any director, the auditors, the members and the managing agent;
- 12.4** Subject to the provisions of these Articles, the proceedings of any meeting of the Board of Directors 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 respect as if it had been passed at a meeting of the Board of Directors duly called and constituted.

13 GENERAL MEETINGS

- 13.1** The Company shall hold its first annual meeting within eighteen months after the date of its incorporation and shall thereafter in each year hold an annual general meeting; provided that not more than fifteen months shall lapse between the date of one annual general meeting and that of the next and that an annual general meeting shall be held within nine months after the expiration of the financial year of the Company;
- 13.2** Other general meetings of the Company may be held at any time;

13.3 Annual general meetings and other general meetings shall be held at such time and place as the directors shall appoint or at such time and place as is determined if the meetings are convened under Section 179(4), 181, 182 or 183 of the Act.

14 NOTICE OF GENERAL MEETINGS

14.1 An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than twenty one clear days' notice in writing and any other general meeting shall be called by not less than fourteen clear days' notice in writing. The notice shall be exclusive to the day on which it is served or deemed to be served and of the day for which it is given, and shall be given in a manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company; provided that a meeting of the Company 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 a majority in number of the members having a right to attend and vote at the meeting, being a majority holding not less than 95% of the total rights of all the members.

14.2 The accidental omission to give notice of any meeting to any particular member or members shall not invalidate any resolution passed at any such meeting.

15 PROCEEDINGS AT GENERAL MEETINGS

15.1 The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements of the election of directors and the appointment of an auditor, and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business.

15.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

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

15.4 Where a meeting has been adjourned as aforesaid, the Company shall, upon a date not later than three days after the adjournment publish in a newspaper circulating in the Province where the registered office is situated a notice stating:

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

15.4.2 The matter before the meeting when it was adjourned; and

- 15.4.3 The grounds for adjournment.
- 15.5 The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company;
- 15.6 If there is no such Chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act as Chairman, the members present shall elect one of their number to be Chairman.
- 15.7 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 not 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 15.2 and 15.3 shall *mutatis mutandis* apply to such adjournment.
- 15.8 In the case of an equality of votes the Chairman of the meeting shall be entitled to a second or casting vote.

16 QUORUM

- 16.1 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 percentum) of the votes in number of all the members of the Company entitled to vote for the time being, provided that there will always be at least 3 (Three) members present in person.
- 16.2 The Chairman of the Board of Directors shall preside at all general meetings of the Company 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 members present at the meeting;
- 16.3 The Chairman of the 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.
- 16.4 No resolution at a general meeting will require a seconder.

17 VOTING

- 17.1 At every general meeting:
- 17.1.1 On a show of hands, every member, present in person or represented by proxy and if a member is a Body Corporate, its representative, shall have 1 (one) vote

only and on a secret ballot every member present in person or by proxy shall be entitled to 1 (one) vote for each portion of land in the scheme registered in his name.

17.1.2 Every member holding undeveloped land in the scheme shall have 1 (one) vote for each separate piece of land registered in his or its name.

17.2 Subject to the provisions of these Articles, no person other than a duly registered member 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.

17.3 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a secret ballot is (before or on the declaration of the result of the show of hands) demanded by any person entitled to vote at the meeting. No secret ballot shall, however, be demanded on the election of the Chairman of the meeting or on any question of adjournment. Unless a secret ballot is so demanded, a declaration by the Chairman of the meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negatived and an entry to that effect in the minute book contemplated in Article 19 below shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

17.4 If a secret ballot is demanded:

17.4.1 The secret ballot shall be taken in such manner and at such time as the Chairman of the meeting shall direct;

17.4.2 The Chairman of the meeting shall be entitled to appoint scrutineers;

17.4.3 No notice of a secret ballot other than an announcement at the meeting at which it is demanded shall be required;

17.4.4 The demand for a secret ballot shall not prevent the continuation of the meeting for the transaction of any business other than the question on which the secret ballot has been demanded;

17.4.5 A demand for a secret ballot may be withdrawn; and

17.4.6 The result of a secret ballot shall be deemed to be the resolution of the meeting on any question on which the secret ballot is taken.

17.5 In the case of an equality of voters, whether on a show of hands or a secret ballot, the Chairman of the meeting at which the show of hands takes place or at which the secret ballot is taken shall not be entitled to a second or casting vote.

17.6 An objection to the admissibility of a vote on a show of hands or on a secret ballot shall be raised at the general meeting at which that show of hands or secret ballot is to take place or takes place. The objection shall be determined by the Chairman of that general meeting and his decision thereon shall be final

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

- 17.7** 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 that meeting (whose decisions 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 decisions thereon shall be final and binding) the inclusion of that vote would have altered the result of the voting on that resolution.

18 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 to attend and vote at the general meeting and inserted in the minute book kept in terms of Article 19 shall be as 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 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.

19 MINUTES OF INSPECTION

- 19.1** The Directors shall cause a record to be made of all resolutions of the members in general meeting in a book provided for that purpose.
- 19.2** The minutes kept in terms of Article 19 (or any extract therefrom) which purport to be signed by the Chairman of the Board of Directors or by the secretary shall be *prima facie* evidence of the matters therein stated.
- 19.3** The minute book shall be open for inspection and may be copied as provided in the Act.

20 PROXIES

- 20.1** 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.
- 20.2** A proxy need not be a member of the Company.
- 20.3** The instrument appointing a proxy shall be in writing under the hand of the appointor or his agent duly authorised in writing, or if the appointor is a body corporate, under the hand of the authorised 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 authorised 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.

- 20.4** 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.
- 20.5** The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, (or notarially certified copy of such power of authority) shall be deposited at the office not less than 48 (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 at which the person names in the instrument proposed to speak and vote. A form of power of attorney or proxy shall be invalid if this Article is not complied with.
- 20.6** 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 secret ballot 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.
- 20.7** No instrument appointing a proxy shall be valid after the expiration of 6 (six) months from date on which it were signed unless specifically stated to the contrary in the instrument of proxy itself.
- 20.8** The instrument appointing a proxy may be in any usual or common form approved by the Directors, but shall be so worded that the holder thereof may vote for or against or abstain from voting on any one or more of the resolutions proposed at the general meeting at which the proxy is to be used.

21 ACCOUNTING RECORDS

- 21.1 The Directors shall cause to be kept such accounting records as are prescribed by the Act and in particular such accounting records as are necessary fairly to present the state of affairs and business of the Company and to explain the transactions and financial position of the trade or business of the Company.
- 21.2 The Company's accounting records shall be kept at the office or such other place or places as the directors think fit and shall at all reasonable times be open to inspection by the directors and by past directors, but in the case of the latter, only in respect of the period during which they hold office as directors.
- 21.3 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 documents of the company except as conferred by the Act or except as authorized by the Directors or by the members in general meeting.

22 AUDITED FINANCIAL STATEMENTS

- 22.1 The Directors shall from time to time and in accordance with the provisions of the Act, cause annual financial statement and group annual financial statements to be prepared and laid before the members in general meeting.
- 22.2 A copy of any annual financial statements which are to be laid before the members 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 the said documents to be sent to any person who has not furnished an address to the Company.

23 AUDIT

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

24 NOTICES

- 24.1 A notice may be given by the Company to any member, in the manner set out in Article 24.2 at the address, if any, within the Republic furnished by him to the Company for such purpose.
- 24.2 Notice of every general meeting shall be given in writing and shall be delivered by hand or sent by post:
- 24.2.1 To every member except those persons who have not supplied the address contemplated in Article 24.1 above

- 24.2.2 To the auditor for the time being of the Company;
- 24.2.3 To every Director of the Company whether a member or not;
- 24.3** and no other person shall be entitled to receive notice of any general meetings.
- 24.4** A notice served by post shall irrefutably 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.
- 24.5** Any notice by the Company shall be signed by a Director or by someone authorised by the Director;
- 24.6** The accidental 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;
- 24.7** 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.

25 GENERAL

- 25.1** The Directors may serve notice on any member to the effect that the directors consider the appearance of any land or building vested in the member or members as unsightly or injurious to the amenities of the surrounding area. In such notice the directors shall specify the steps that are to be taken by the member or members to eliminate such unsightly or injurious conditions. Should the member or members fail to comply therewith, within such reasonable time as is specified in the notice, the directors may enter upon the property concerned and take such steps as may be necessary to recover the cost thereof from the member or members concerned which cost shall be deemed to be a debt due and owing to the Company.
- 25.2** No member of the Company may:
- 25.3** Erect any precast concrete garden walls on any land within the scheme;
- 25.4** Erect any fencing, walling or paving on any land within the scheme without the prior written approval of the Company, which approval shall not unreasonably be withheld; provided that, notwithstanding the foregoing, the directors may withdraw such approval if, in their opinion, such fencing, walling or paving is inconsistent with, or detracts from, the aesthetic appearance of the homes, gardens and appurtenances in the scheme.
- 25.5** Install television or radio aerials or solar heating panels which are exposed to view on any building or structure within the scheme without the prior written approval of the Company.

IRENE GLEN HOMEOWNERS ASSOCIATION

- 25.6** Construct within the scheme any building or structure, or effect any additions or alterations to the existing buildings and structures, or build any works of whatsoever nature, including, but without limiting the generality of the foregoing, carports, garages, servant's quarters, storerooms and pergolas, whether of a temporary or permanent nature, without the prior written approval of the Company, which approval shall not unreasonably be withheld; provided that, notwithstanding the foregoing, the directors may withdraw such approval if, in their opinion, such building, structure, addition or alteration is not in keeping with the architectural style of any or all of the existing structures and building within the scheme.
- 25.7** The Company may require any member to maintain a sidewalk adjacent to his property and in the event of such member failing to maintain such sidewalk to the satisfaction of the Company, the Company shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge such member concerned.
- 25.8** 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.
- 25.9** Should the Company provide security services and/or other services for members, all members shall be obliged to:
- 25.9.1 Permit the installation of any equipment in the portions for the purposes of such services as may be determined by the Company from time to time;
- 25.9.2 Make payment of charges raised by the Company in respect of such services;
- 25.9.3 Abide by such terms and conditions of the provisions of such services as may be laid down by the Company from time to time.
- 25.10** Where the boundary of a member's property 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, fencing barbed wire or other equipment as the developer and/or the Company may determine. Such member shall not be entitled to interfere in any manner whatsoever with such walling, fencing barbed wire or equipment, he shall be obliged to erect same within the walling or fencing referred to above and subject to such conditions as the Company may lay down and to permit the Company access to the boundary walling, fencing, barbed wire or equipment concerned.

26 INDEMNITY

Every Director, manager and officer of the Company and every other person (whether and 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 with any application under Section 248 in which relief is granted to him by the Court.

27 AMENDMENT

27.1 The Company may by special resolution:

27.1.1 do anything which in terms of the Act may be done only if authorised by its Memorandum and Articles;

27.1.2 in particular and without prejudice to the generality of the foregoing alter its Articles and Memorandum of Association in any way permitted by law subject only to any restriction in this regard contained in the Memorandum.

28 CONDITION OF SALE

Should any member wish to sell his portion it shall be a condition of the sale that the member obtain the consent of the Company to sell his portion and that the new purchaser shall become a member of the Company prior to the sale being affected.

29 DIVIDENDS

No dividends shall be paid to members of the Company.

30 SPECIAL CONDITIONS

30.1 As the civil and electrical engineering services, streets/roads, water, sewerage and storm water reticulation networks, with respect to the erf which is to serve the various portions of the subdivision, are to be provided and maintained by the Company. All services must however comply with the requirements of the National Building Regulations and those of the Town Engineer.

30.2 Prior to or simultaneous with the registration of any portion of the subdivision, a homeowners association with a body corporate in the form of a company must be formed with its chief business and/or aim being among others the supply, extension and maintenance of all civil engineering services, which is to say the reticulation networks serving the various portions of the subdivision.

30.3 Each owner of each portion and their legal representative in title will *ipso facto* be compelled to membership of the homeowners association on the understanding that if the homeowners association should cease to exist or be deregistered, all the owners/members will be held responsible and accountable for the responsibilities of the previous homeowners association.

30.4 The street/road portion (remaining portion) as well as the civil and electrical engineering services with respect to the erf is transferred according to property law to the homeowners association.

30.5 The street/road portion will be subject to servitude of right-of-way as well as civil engineering services in favor of each portion separately.

- 30.6** All civil engineering services on each portion be protected by means of a servitude in favor of the homeowners association.
- 30.7** Only one water connection point will be provided as in the case of a sectional title scheme. The company itself will be responsible for the sub metering of consumption for individual portions.
- 30.8** Arrangements must be made to the satisfaction of the Council for the removal or replacement of any existing municipal service, at the cost of the applicant, should it become necessary to do so as a result of the subdivision,
- 30.9** A site development plan as prescribed in the Centurion Town Planning Scheme 1992 must be approved.
- 30.10** Within three months of the Surveyor General approving the diagram of the subdivision, the applicant must submit two Photostat copies thereof to the Council.
- 30.11** No portion of the subdivision may be registered or transferred before such a mandate or application in respect of Regulation 38 of the Ordonnance on Town Planning and Townships, no 15 of 1986, is endorsed to the effect that all conditions as set out have been complied with or that satisfactory arrangements regarding such compliance have been made.
- 30.12** The arrangements regarding the municipal rates and taxes will be as follows:
- 30.12.1 Each individual portion will be separately assessed and each owner individually charged with regard to rates, basic levies regarding water, electricity and sewerage, the services levy regarding sewerage and rubbish removal, as well as any other fixed levies/costs which would normally be regarded as a liability to the property which may be levied in the future.
- 30.12.2 The Council will supply/sell electricity as well as water to the homeowners association as a result of which the homeowners association will be charged and held accountable for all monies due in this respect (i.e. water and electricity consumption).
- 30.12.3 The homeowners association will be responsible for the required deposit in respect of 30.12.2 above according to the Council's tariffs calculated per individual portion.
- 30.12.4 With the consent of the individual owner and on request, the Council can provide the homeowners association with duplicate accounts in respect of 30.12.2 above; and
- 30.12.5 If an owner lets his property, he must notify the Council of his new address but he remains responsible for honoring his obligations in this respect.
- 30.13** Building plans for the scheme may only be approved once an engineer has been appointed to compile the necessary conditions in terms of the Geological Report and has certified that such conditions have been incorporated in the building plans.