

COR15.2



**Companies and Intellectual
Property Commission**
an independent regulatory authority
a member of the dti group

Date: 08/12/2020

Our Reference: 112016867
Box: **219543**
Sequence: **3**

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

RE: Amendment to Company Information

Company Number: 2001/000648/08

**Company Name: UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION
NPC**

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 01/12/2020.
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.
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



**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: 01 DECEMBER 2020

Concerning:

(Name and Registration Number of Company)

Name: UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION NPC

Registration number: 2001/000648/08

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:

ROBERT CYRIL BOULLE - DIRECTOR

Authorised Signature:

RC Boulle
Signature of Robert Cyril Boulle
Director - Umhlanga Ridge Town Centre Management Association NPC

Printed Name of Signatory

UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION NPC
Registration No. 2001/000648/08

EXTRACT FROM MINUTES OF THE ANNUAL GENERAL MEETING
HELD ON 31 AUGUST 2020

THE FOLLOWING SPECIAL RESOLUTIONS WERE DULY ADOPTED:

1. That the following definition be added to the Memorandum of Incorporation as Article 1.1.30, namely:

"1.1.30 "Call Centre" means a building or buildings utilised for the purposes of staffing persons employed to contact potential and existing customers, telephonically or by other electronic means, in order to sell products and service or to provide information or assistance in respect of same.

2. That the following paragraph be added as Article 20.9 to the Association's Memorandum of Incorporation, namely:

"20.9 In no way detracting from the powers and functions of the Design Review Committee referred to in this Article 20 above, it is specifically recorded that the Design Review Committee may impose specific design criteria in the event of the proposed or potential use of the Land in question being for the purposes of a Call Centre or Education, in order to mitigate the effect the use of the Land for these purposes, will have on the neighbouring environment and the Town Centre. The aforesaid specific design criteria, may include, inter alia, noise control requirements, additional ablutions, onsite drop off and pick up zones, holding areas and adequate onsite smoking facilities."

Certified a True Copy of
The Original Document

RB 1/12/2020
Page 51-4

RISHAL BIPRAJ
COMMISSIONER OF OATHS
PRACTISING ATTORNEY R.S.A
GARLICK & BOUSFIELD INC
7 Torsvale Crescent, La Lucia Ridge

RC
S. R. CHANDRAN, 2001/000648/08
Secretary of the Association
11 Torsvale Crescent, La Lucia Ridge

3. That the following paragraph be added as Article 8.5.2.4 to the Association's Memorandum of Incorporation, namely:

"8.5.2.4 In no way detracting from the generality of the aforesaid, the Board shall have the power to make specific rules regarding buildings utilised for the purposes of a Call Centre or Education, which rules may include :

8.5.2.4.1 rules regarding parking, loading zones and the general flow of traffic in the vicinity of the buildings in question and

8.5.2.4.2 nuisance, loitering and unruly conduct

4. The following paragraph shall be added as Article 8.5.2.5 to the Association's Memorandum of Incorporation, namely:

"8.5.2.5 The Board shall be entitled to adopt any Law or Bylaw applicable to the Town Centre as a rule of the Association."

5. That the definition of "Sectional Titles Act" in Article 1.1.25 be amended to read as follows, namely:

"1.1.25 "Sectional Titles Act" means the Sectional Titles Act 95 of 1986 (as amended) and any regulations in force thereunder, as read with the Sectional Title Schemes Management Act 8 of 2011 and all regulations thereto;"

**Certified a True Copy of
The Original Document**

RB

RC
Signed by the Board of Directors
of the Association

Responsible for the Board of Directors

6. That Article 3.3.9 be amended to read as follows, namely:

"3.3.9 The 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 the proxy otherwise provides."

7. That the words "and in particular Sections 37 and 38 thereof" in Article 13 be deleted.

8. That the word "Registrar" in Article 10.2 is replaced by the words "the Companies and Intellectual Property Commission".

9. Article 21.3 of the Memorandum of Incorporation shall be amended to read as follows, namely:

"21.3 The Association may, from time to time, contract with a supplier of services to provide services to the Town Centre. In the instance of the use of certain Land requiring the provision of additional services to the area surrounding such Land by the Association, in order to uphold the aims and objectives of the Association and the security and ambience of the Town Centre, the Association shall be entitled to provide such additional services to such area, the cost of which shall be for the Owner of the Land in question (as contemplated in Article 14.3.1).

10. Article 8.6 will be amended to read as follows, namely:

"8.6 Any rules made by the Board shall reasonably be in the interest of the Association and the Town Centre and shall apply equally to all

Owners (subject to the Board's discretion to make rules specifically applicable to certain areas of the Town Centre, provided that the Board shall at all times act reasonably in this regard).

CERTIFIED A TRUE EXTRACT.

R.C. Boulle
 R.C. BOULLE, Chairman
 of the Board of Directors
 of the URTCMA

.....
R.C. BOULLE
CHAIRMAN

**Certified a True Copy of
 The Original Document**

RB

COR15.2



**Companies and Intellectual
Property Commission**

a member of the sfi group

Date: 02/10/2018

Our Reference: 111748562

Box: **206576**

Sequence: **23**

INTIKAB-ALAM ESSOP ESAT
P O BOX 1219
UMHLANGA
4320

RE: Amendment to Company Information

Company Number: 2001/000648/08

**Company Name: UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION
NPC**

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 26/09/2018.

The Amendment of Memorandum of Incorporation (1) was accepted and placed on file.

Yours truly

Commissioner: CIPC

HDW HDW

Please Note:

The attached certificate can be validated on the CIPC web site at 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



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

Form CoR 15.2**About this Notice**

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- 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: 26 SEPTEMBER 2018

Concerning:

(Name and Registration Number of Company)

Name: **UMHLANGA RIDGE TOWN CENTRE MANAGEMENT
ASSOCIATION NPC**

Registration number: **2001/000648/08**

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 UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION HELD ON 20 AUGUST 2018

6 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. Mr Phillips presented the proposals at the meeting and explained the rationale behind the proposals. The following resolutions were passed unanimously at the meeting:

- 6.1 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 Town Centre (including, but in no way limited to, the sponsorship or promotion of activities uplifting and/or assisting the surrounding underprivileged community".

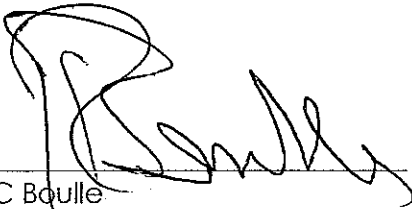
- 6.2 That the Memorandum of Incorporation of the Association be amended to include the following additional objective of the Company, namely:

"To enter into legal arrangements and relationships with other management associations in the area (having similar aims and objectives to that of the Association), whether in the form of management agreements, partnerships, shareholding in a joint operation of the company or companies and the like, to take advantage of any synergies and advantages that may arise".


- 6.3 Article 3.3.9 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


R.C Boule
Chairman

**CERTIFIED A TRUE COPY OF
THE ORIGINAL DOCUMENT**

 26/09/2018
JANINE NICHOL WILL
COMMISSIONER OF OATHS
PRACTISING ATTORNEY R.S.A
GARLICK & BOUSFIELD INC
7 TORSVALE CRESCENT
LA LUCIA RIDGE

COR15.2



**Companies and Intellectual
Property Commission**
a member of the sgi group

Date: 04/12/2013

Our Reference: 110741836
Box: **157304**
Sequence: **24**

VHUTSHILO LUKAS MUKWENA
Docex: DOCEX 65, CENTURION
PO BOX 7750
CENTURION
CENTURION
0046

RE: Amendment to Company Information

Company Number: 2001/000648/08

Company Name: UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION
NPC

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 26/08/2013.

The Amendment of Memorandum of Incorporation (1) was accepted and placed on file.

Yours truly

Commissioner: CIPC

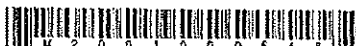
AMZ AMZ

Please Note:

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The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 266, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za



MEMORANDUM OF INCORPORATION

of

UMHLANGA RIDGE TOWN CENTRE 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 Town Centre (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 Town Centre and to control and co-ordinate development in the Town Centre with special regard to the upholding of aesthetic standards which will enhance the attractiveness of the Town Centre 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 “Association” means Umhlanga Ridge Town Centre Management Association NPC;

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

1.1.4 “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;

1.1.5 “Bulk” means :

1.1.5.1 in respect of land owned by any Member, except the Developer, the maximum floor area of building that an Owner is permitted to erect on his land in terms of the Scheme or in terms of his contractual obligations to the Developer, whichever the lesser; and

1.1.5.2 in respect of land owned by the Developer means the Minimum Bulk, attaching to the said land, as will appear from the Schedule attached hereto as Annexure “BS”, as amended from time to time by the Municipality, in terms of the Scheme;

- 1.1.6 “Design Review Committee” means a committee as provided for in Article 20 hereof;
- 1.1.7 “Developer” means Tongaat Hulett Developments (Proprietary) Limited (Registration No. 1981/012378/07), including its successors and assigns;
- 1.1.8 “Development Manual” means the Umhlanga Ridge Town Centre Development Manual dated the 3rd of November 2000, drafted by Gapp Architects and Urban Designers and as amended and added to from time to time;
- 1.1.9 “Directors” means the directors of the Association for the time being;
- 1.1.10 “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;
- 1.1.11 “individual ownership” means ownership by a natural or juristic person or persons;
- 1.1.12 “land” means any land in the Town Centre, 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;
- 1.1.13 “Manager” means the person, corporation or association appointed by the Association, from time to time, to undertake the management of the Town Centre;
- 1.1.14 “Member” means an Owner;

- 1.1.15 “Memorandum of Incorporation” means the Memorandum of Incorporation for the time being of the Association;
- 1.1.16 “The Municipality” means the eThekweni Municipality or its successor in title;
- 1.1.17 “office” means the registered office of the Association for the time being;
- 1.1.18 “Gateway Owner” means K2012150042 (South Africa) Proprietary Limited, Registration No. 2012/150042/07 or any successor in title to the ownership of Portion 821 of the Farm Lot 31 No. 1560 (on which, it is recorded, the Gateway Shopping Centre is erected);
- 1.1.19 “Juristic Person” means a company, close corporation, trust or other legal or juristic person (excluding the body corporate of a sectional title scheme);
- 1.1.20 “open spaces” means open spaces within the Town Centre, which area shall include, inter alia, common areas, parks, certain areas of indigenous bush, certain road verges, private roads and public thoroughfares (excluding Public Roads);
- 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 “Rules” mean the rules made by the Directors in accordance with the provisions of Article 8.5 hereof;

- 1.1.24 “Scheme” means the Umhlanga Town Planning Scheme in the course of preparation or any successor thereto;
- 1.1.25 “Sectional Titles Act” means the Sectional Titles Act No. 95 of 1986 as amended and any regulations in force thereunder from time to time;
- 1.1.26 “services” means water, sewerage, refuse removal, electricity, telecommunications, security, maintenance of common property, garden maintenance and such other utilities or services as may be provided by the Association or any other supplier of services to the Town Centre, from time to time;
- 1.1.27 “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;
- 1.1.28 “Total Bulk” means the sum total of all Bulk owned by all Members, excluding any Bulk owned by the Developer, the Municipality or the Association itself;
- 1.1.29 “Town Centre” means the Umhlanga Ridge Town Centre as shaded in green on the plan attached hereto as Annexure “P” (reference: drawing number 5545T/URTC/MA as drafted by Surveyors Wall Marriott Paul & Borgen and dated August 2013) together with any property that may be included into the Town Centre as contemplated in Article 24 hereof, however, excluding any property which is owned by the Municipality or is excluded by the Developer in terms of Article 27 hereof.
- 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 Articles is intended for reference purposes only and shall not influence the interpretation of the Memorandum of Incorporation.

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.

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, intestacy, will, cession, mortgagee, 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 resolute condition.

Notwithstanding contained herein or elsewhere, and in no way detracting from the generality of the aforesaid, it is specifically recorded that the Association shall not be required to give its consent to the alienation of any land if the building(s) on such land has not been completed to the reasonable satisfaction of the Design Review Committee.

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 7 (Seven) days of such co-owners becoming Members of the Association in terms of this Memorandum of Incorporation.

2.1.4 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 the Developer, while it is an Owner, and 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.

2.3 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 Company as listed in Section 26 of the Act which, which it is recorded includes the following, namely:

- 2.3.1.2.1 the Company's Memorandum of Incorporation and any amendments to it and any Rules made by the Company;
- 2.3.1.2.2 the records in respect of the Company'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 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 14 (Fourteen) 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, in aggregate, not less than 15% (Fifteen 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).

3.3.3 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.

3.3.4 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 Umhlanga area, stating:

- 3.3.4.1 the date, time and place to which the meeting has been adjourned;
- 3.3.4.2 the matter before the meeting when it was adjourned and
- 3.3.4.3 the grounds for the adjournment.

Chairman

- 3.3.5 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 elect one of their Members to be chairman.
- 3.3.6 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 3.3.3 and 3.3.4 shall *mutatis mutandis* apply to such adjournment.

Voting

- 3.3.7 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

Proxy

- 3.3.8 The instrument appointing a proxy shall be under the hand of the appointer and shall be in such form as the directors shall approve.
- 3.3.9 The instrument appointing a proxy shall be deposited at the office of the Association not less than 48 (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.
- 3.3.10 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.

- 3.3.11 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 48 (Forty Eight) 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

- 3.4.1 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 the land owned by a Member represented as a percentage of the Total Bulk at that point in time. 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 at that point in time multiplied by that Member's participation quota.

3.5 Resolution 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 the following provisions: there shall be a maximum of 10 (Ten) Directors and a minimum of 4 (Four) Directors, 2 (Two) of whom shall be nominees of the Gateway Owner;

5.1.2 A retiring Director shall be eligible for re-election;

5.1.3 A nominee of the Gateway Owner shall be a director for so long as the Gateway Owner does not revoke his appointment;

5.2 Save as is set out in Article 5.3 and Article 10, and save for the director's nominated by the Gateway Owner in terms of Article 5.1, each director shall continue to hold such office from the date of his commencement of 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.

5.3 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. If the Director so retiring or resigning was the nominee of the Gateway Owner, his successors shall be appointed by the Gateway Owner. 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.

5.4 Any Director, with the exception of a Director appointed by the Gateway Owner, may be removed by a majority Board decision, for any reason whatsoever.

5.5 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.

5.6 The Board 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.

5.7 The chairman and deputy chairman shall be elected by the Directors at their first meeting in the financial year.

6 ALTERNATE DIRECTORS

6.1 Any Director appointed by the Gateway Owner may for any reason, and at or for any time, appoint an alternate.

6.2 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 any 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 and incorporating 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 Directors shall have the power to enter into contracts and agreements with third parties to give proper effect to the provisions of the Memorandum of Incorporation of the Association.
- 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 the Memorandum of Incorporation.
- 8.4 The Association in general meeting, shall have the right to limit and restrict the powers of the directors, 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 Town Centre, for the purposes of giving proper effect to the provisions of the Memorandum of Incorporation of the Association 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 Town Centre, specifically in regard to:
- 8.5.1.1 the preservation of the natural environment;
 - 8.5.1.2 vegetation and flora and fauna in the Town Centre;
 - 8.5.1.3 the placing of movable objects upon or outside the buildings included in the Town Centre, including the power to remove any such objects;
 - 8.5.1.4 the storing of flammable and other harmful substances;
 - 8.5.1.5 the conduct of any persons within the Town Centre and the prevention of nuisance of any nature to any occupier of property in the Town Centre;
 - 8.5.1.6 the use of land within the Town Centre, having regard to the intended retail, commercial and mixed use of the Town Centre, (including but in no way limited to, the level of noise emanating from the use of the property and the parking and traffic implications of same);

- 8.5.1.7 the use of roads, pathways and open spaces;
 - 8.5.1.8 the imposition of fines and other penalties to be paid by Members of the Association;
 - 8.5.1.9 the management, administration and control of the common areas and open spaces;
 - 8.5.1.10 the Design Guidelines for the erection of all buildings and other structures, including service connections to buildings;
 - 8.5.1.11 the Design Guidelines for the establishment, installation and maintenance of gardens, both public and private;
 - 8.5.1.12 the use by owners or their tenants of buildings and other structures and the upkeep, aesthetics and maintenance of such buildings;
 - 8.5.1.13 the use of adjoining sidewalks, road frontages and parking areas;
 - 8.5.1.14 any other matter as may in the opinion of the Board requires to be regulated,
- and generally in regard to any other matter which the Board from time to time consider appropriate.

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 tenant or occupier of any land owned by the Member, such breach shall be deemed to have been committed by the Member and the directors 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 Town Centre 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 in the case of a director appointed by the Gateway Owner, the Gateway Owner revoking his appointment.

10.7 if the Director is otherwise illegible or otherwise 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 occurs as a result of 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 in the Town Centre. In addition to the foregoing any controlling body of any Share Block Scheme or Sectional Title Scheme, shall assign such powers and functions to the Association as may be require 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 Town Centre including the provision of security services for the Town Centre, garden maintenance services, verge and private road maintenance,

insurance premiums, the payment of rates and taxes and other charges on the Town Centre 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 Town Centre 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 Town Centre 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 Board shall determine the proportions in which Members shall contribute towards the levy fund in accordance with the following principles, having regard to all circumstances prevailing at the time and to equity:
 - 14.3.1 they shall assign those costs arising directly out of the land itself to the Member owning such land;
 - 14.3.2 they shall assign those costs relating to the Town Centre generally, (including but in no way limited to the maintenance of the Open Spaces) to a Member in the ratio of Bulk attaching to that Member's land represented as a percentage of the Total Bulk at that point in time (provided that where a Member owns a sectional title unit, that Member's contribution shall be calculated by dividing the Bulk attaching to the land on which the sectional title scheme is situated by the Total Bulk at that point in time, multiplied by that member's participation quota);
 - 14.3.3 they may draw distinction between services rendered by the Association to a particular Body Corporate for a particular type of service, again taking into

account the nature and 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 clause 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 as 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 Article 14.3.
- 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 60 (Sixty) days in arrears with the payment of any levies due in terms of this Memorandum of Incorporation 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 certificate by the Chairman of the Board, dated not more than 14 (Fourteen) 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 certificate 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.
- 14.13 Save for the financing of the purchase of capital equipment by the Association, the Association shall not be entitled to borrow money, save in accordance with the special resolution of members.

- 14.14 Although the obligation to pay the aforesaid levy to the Association shall rest with the individual Member, it shall, if the Board so elects, be the responsibility of the Body Corporate of any Sectional Title Scheme laid out on land in the Town Centre, to collect the aforesaid levy, due to the Association from the Body Corporate's members, on the Association's behalf, and to pay same over to the Association timeously.

15 ACCOUNTING RECORDS

- 15.1 The Directors 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 Directors 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 immovable property 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 at the time 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, 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 (if any) 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 COMMITTEE**

20.1 The Design Review Committee shall be comprised of 4 (Four) Members, appointed as follows :

20.1.1 one (1) professional architect and one (1) other individual appointed by the Gateway Owner and

20.1.2 the balance of the Members shall be appointed by the Board, provided that the Board shall not make any appointment in terms of this provision to the Design Review Committee unless such appointee has been pre-approved by the Gateway Owner, which approval shall not be unreasonably withheld.

20.2 The Design Review Committee will act as, *inter alia*, an aesthetics committee

with a view to ensuring any development within the Town Centre is in accordance with the Development Manual, the Scheme and with standards and an architectural theme which will enhance the attraction of the Town Centre as a whole.

- 20.3 The Board shall ensure that the Design Review Committee carries out all the functions and duties entrusted to it so as to give proper effect to the provisions of the Development Manual.
- 20.4 Any individual appointed to the Design Review Committee by the Gateway Owner may, for any reason or for any time, appoint an alternative.
- 20.5 The Chairman and Deputy Chairman of the Design Review Committee shall be elected by the Committee at their first meeting in the financial year of the Association.
- 20.6 A meeting of the Design Review Committee may be called by the Board or the Chairman of the Design Review Committee, on at least 28 (Twenty Eight) days written notice to the other members of the Design Review Committee.
- 20.7 The Committee shall meet a minimum of 4 (Four) times during the Association's financial year.
- 20.8 When the Design Review Committee is required to examine, consider and approve plans in respect of the development of any property within the Town Centre, the Board shall (in conjunction with the Chairman of the Design Review Committee), nominate 3 (Three) members of the Design Review Committee to attend to the examination and approval in question (provided that at all times, one of the three aforesaid members of the Design Review Committee shall be a professional architect).

21 **REPAIR, UPKEEP, ADMINISTRATION, MANAGEMENT AND CONTROL OF THE TOWN CENTRE**

21.1 **Buildings and improvements**

21.1.1 In order to procure compliance with the nature and amenity of the Town Centre 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 Design Review Committee and no building, extension or alteration to an existing building or other structure shall be built or erected on any land within the Town Centre, other than in accordance with the Scheme, the Development Manual and plans approved by the Design Review Committee which approval shall be in writing and signed by a duly authorised representative of the Design Review Committee. Before giving such approval, the Committee 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 Committee, to enable them to consider the matter. Any approval as contemplated herein may be subject to such conditions as the Design Review Committee may deem fit. In the event of any building or other structure being erected on land, save in accordance with the plans approved of by the Design Review Committee as set out in this clause, then in that event, the Association shall be entitled to make such amendments to such building or other structure in order to procure compliance with building plans approved of by the Design Review Committee and recover the costs of such alterations from the relevant owner of the land in question which amount shall be deemed to be part of the levy due by the Owner to the Association. This clause shall in no way alter or supersede any requirements of or obligations to the relevant Local Authority.

21.1.2 Members shall ensure that their land is kept in a neat and tidy state at all times. In no way detracting from the generality of the aforesaid, Members shall ensure that, while their land is undeveloped, that it is kept grassed and mowed.

21.2 Landscaping

21.2.1 Save as may otherwise be agreed by the Directors, any landscaping on land to be undertaken by a Member shall be undertaken in accordance with a landscape plan approved by the Design Review Committee and no Member shall commence landscaping of any land until such time as such landscape plan has been approved in writing.

21.2.2 Notwithstanding anything to the contrary herein or elsewhere contained, no Member shall have the right to landscape any part of the Town Centre or attempt to erect any fence or wall or any other structure or remove same on any land without the prior written consent of the Design Review Committee.

21.3 Provision of Services

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

21.4 Open Spaces and Rights of Access

21.4.1 Owners, their employees and invitees shall be entitled to use all open spaces owned or managed by the Association, in the Town Centre, subject to the rules and restrictions 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, subject to security measures as the Board may implement from time to time.

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 Town Centre 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 Committee which consent shall not unreasonably be withheld. An Owner shall, on receipt of a notice given by the Design Review Committee, 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 Committee, after the Design Review Committee has given the owner notice, which the Design Review Committee deems reasonable in the circumstances, so to comply, the Board shall be entitled to carry out such work and to recover the reasonable cost thereof from the Owner concerned which amount shall be deemed to be part of the levy due by the Owner to the Association.

21.6 Occupation and Use 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. No Member shall use any building on any land or allow any other person to use such building for purposes not permitted by the Scheme or this Memorandum of Incorporation or the Rules.

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 in the Town Centre so as, in the Board's reasonable opinion, to cause a nuisance, or to interfere with, other persons in the Town Centre or the amenity of the Town Centre.

21.7 **Services**

Inasmuch as the provision, establishment, maintenance and repair of services may be required to take place in the Town Centre, Members shall be obliged to accept the laying out and installation of such services across their land, in such places as the Design Review Committee determines, from time to time. The Design Review Committee or persons authorised by it, shall be entitled to enter 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 Town Centre**

The Association shall provide such security in the Town Centre as it deems appropriate, from time to time.

Maintenance of Open spaces, Private Roads and Municipal Services

21.9 The Association shall be responsible for the maintenance, upkeep and repair of private open spaces, private roads (if any) and other common landscaped area within the Town Centre. Further, in the event of the Local Authority, or any other service provider, not having the means or being unwilling to maintain or provide the services normally provided by a local authority or, in the event of the Local Authority or any other service provider not maintaining the services normally provided by a local authority to a standard acceptable to the Association, then in that event, the Association shall provide and maintain such services.

21.10 It is recorded that the Association will be the holder of a number of servitudinal rights over various immovable properties within the Town Centre (including, but not limited to, sidewalk servitudes, parking servitudes, landscaping servitudes and non-user servitudes). Although the Association may from time to time, in its

sole discretion and as it deems fit, pass on the benefit of these various servitudinal rights to individual Members or service providers, it shall be under no obligation to do so, and shall exercise these rights reasonably as it, in its sole discretion, deems it to be in the best interests of the Association and its Members as a whole.

22 **ENFORCEMENT OF OBLIGATIONS OF OWNERS**

Should any Owner or any lessee 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. The Owner shall be obliged to bring to the attention of any tenant of his land, the rules and regulations of the Association. In addition, an Owner shall utilise its best endeavours to ensure that any invitee of the Owner who goes upon the Town Centre complies with the Association's rules and regulations.

23 **DETERMINATION OF DISPUTES**

- 23.1 Subject to Article 14.3 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 INCORPORATION OF ADDITIONAL LAND

- 24.1 The Developer may, on notice in writing to the Association, have any land contiguous to the Town Centre (as currently defined in this Memorandum of Incorporation) incorporated into the Town Centre. The date of such incorporation of any aforesaid additional land shall be the date on which notice is given by the Developer to the Association.
- 24.2 In addition, the Developer may, with the prior written consent of the Board, incorporate any additional land into the Town Centre which is not contiguous to the Town Centre (as currently defined in this Memorandum of Incorporation).

25 DISCLAIMER OF RESPONSIBILITY

- 25.1 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 Town Centre regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring within the Town Centre. Members 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.
- 25.2 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 Town Centre, regardless of the cause thereof.

- 25.3 Members shall indemnify the Association and its employees, servants and agents and lawful invitees and hold them harmless against all claims by any person arising from any injury or loss or damage as contemplated in this clause 26.

26 **AMENDMENT TO THE MEMORANDUM OF INCORPORATION**

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

27 **EXCLUSION OF LAND**

The Developer may, on notice in writing to the Association, have any land owned by the Developer, excluded from the Town Centre. The date of such exclusion of any aforesaid land shall be the date on which notice is given by the Developer to the Association.

LOT NUMBER	SITE AREA	MIN FAR	MINIMUM FLOOR AREA (Sq. m.)	LAND USE
821	281660	0.48	136497	BC1/BC5
1/2482	695	1.5	1042.5	Mixed Use 2
2/2482	692	1.2	830.4	Mixed Use 2
3/2482	631	1.2	757.2	Mixed Use 2
4/2482	997	0.9	897.3	Mixed Use 1
5/2482	1030	0.9	927	Mixed Use 1
6/2482	1063	0.9	956.7	Mixed Use 1
7/2482	1096	0.9	986.4	Mixed Use 1
8/2482	1126	0.9	1013.4	Mixed Use 1
9/2482	1155	0.9	1039.5	Mixed Use 1
10/2482	1183	0.9	1064.7	Mixed Use 1
11/2482	1211	0.9	1089.9	Mixed Use 1
12/2482	5594	0.9	5034.6	Mixed Use 1
14/2482	7464	0	0	open space
13/2482	1728	0	0	open space
1/2488	8367	1.2	10040.4	Mixed Use 1
2/2488	5997	1.2	7196.4	Mixed Use 1
3/2488	6660	1.2	7992	Mixed Use 1
4/2488	12080	1.2	14496	Mixed Use 1
5/2488	6793	1.2	8151.6	Mixed Use 1
1/2689	3098	0.2	619.6	Bus. Park
2/2689	4375	0.2	875	Bus. Park
3/2689	6000	0.2	1200	Bus. Park
4/2689	8073	0.2	1614.6	Bus. Park
2740	8461	0.2	1692.2	Bus. Park
6/2689	2612	0.9	3134.4	Mixed Use 2
7/2689	1661	1.5	2491.5	Mixed Use 1
8/2689	810	1.2	972	Mixed Use 1
9/2689	648	1.5	972	Mixed Use 1
10/2689	648	0.6	388.8	Mixed Use 1
11/2689	810	0.6	486	Mixed Use 1
12/2689	810	0.6	486	Mixed Use 2
13/2689	1003	0	0	open space
14/2689	2279	0	0	open space
15/2689	3164	0	0	open space
2/2483	648	0.6	388.8	Mixed Use 2
3/2483	810	0.6	486	Mixed Use 2
4/2483	810	0.6	486	Mixed Use 2
5/2483	648	0.6	388.8	Mixed Use 2
6/2483	648	0.6	388.8	Mixed Use 2
7/2483	648	0.6	388.8	Mixed Use 2
8/2483	648	0.6	388.8	Mixed Use 2
9/2483	1537	1.2	1844.4	Mixed Use 2
10/2483	2952	0.6	2160.6	Mixed Use 2
11/2483	3362	0	0	open space
2511	648	1.2	777.6	Mixed Use 1
2512	810	0.6	486	Mixed Use 1
2513	810	0.6	486	Mixed Use 1
2514	648	0.6	388.8	Mixed Use 1
2515	648	1.5	972	Mixed Use 1

LOT NUMBER	SITE AREA	MIN FAR	MINIMUM FLOOR AREA (Sq. m.)	LAND USE
2516	810	1.2	972	Mixed Use 1
2517	810	1.2	972	Mixed Use 1
2518	648	1.2	777.6	Mixed Use 1
2519	648	1.5	972	Mixed Use 1
2520	810	0.6	486	Mixed Use 1
2521	810	0.6	486	Mixed Use 1
2522	648	0.6	388.8	Mixed Use 1
2523	648	0.9	583.2	Mixed Use 1
2524	810	0.9	729	Mixed Use 1
2525	810	0.9	729	Mixed Use 1
2526	648	0.9	583.2	Mixed Use 1
2527	648	1.2	777.6	Mixed Use 1
2528	810	0.6	486	Mixed Use 1
2529	810	0.6	486	Mixed Use 1
2530	648	0.6	388.8	Mixed Use 1
2531	648	1.5	972	Mixed Use 1
2532	810	1.2	972	Mixed Use 1
2533	810	1.2	972	Mixed Use 1
2534	876	1.5	1314	Mixed Use 1
2535	738	0.9	664.2	Mixed Use 1
2536	738	0.9	664.2	Mixed Use 1
2537	576	0.9	518.4	Mixed Use 1
2538	576	1.2	691.2	Mixed Use 1
2539	810	0.9	729	Mixed Use 1
2540	810	0.9	729	Mixed Use 1
2541	648	0.9	583.2	Mixed Use 1
2551	810	0.6	486	Mixed Use 2
2552	810	0.6	486	Mixed Use 1
2553	648	0.6	388.8	Mixed Use 1
2554	648	1.5	972	Mixed Use 1
2555	810	1.2	972	Mixed Use 1
2556	810	1.2	972	Mixed Use 1
2557	648	1.2	777.6	Mixed Use 1
2558	648	1.5	972	Mixed Use 1
2559	810	0.6	486	Mixed Use 1
2560	810	0.6	486	Mixed Use 2
2561	648	0.6	388.8	Mixed Use 2
2562	1247	0	0	open space
2568	963	0.9	866.7	Mixed Use 1
2569	978	1.2	1173.6	Mixed Use 1
2570	1278	1.2	1533.6	Mixed Use 1
2571	792	1.2	950.4	Mixed Use 1
2572	630	1.2	756	Mixed Use 1
2573	630	1.5	945	Mixed Use 1
2574	756	0.9	680.4	Mixed Use 1
2575	720	0.9	648	Mixed Use 1
2576	875	1.5	1312.5	Mixed Use 1
2577	630	1.2	756	Mixed Use 1
2578	630	1.2	756	Mixed Use 1
2579	630	1.5	945	Mixed Use 1

LOT NUMBER	SITE AREA	MIN FAR	MINIMUM FLOOR AREA (Sq. m.)	LAND USE
2580	648	0.9	583.2	Mixed Use 1
2581	648	0.9	583.2	Mixed Use 1
2582	630	1.5	945	Mixed Use 1
2583	630	0.9	567	Mixed Use 1
2584	630	0.9	567	Mixed Use 1
2585	700	1.2	840	Mixed Use 1
2586	684	0.9	615.6	Mixed Use 1
2587	1022	0.9	919.8	Mixed Use 1
2588	1019	0.9	917.1	Mixed Use 1
2589	1297	0.9	1167.3	Mixed Use 1
2590	1460	0.9	1314	Mixed Use 1
2591	1008	0.9	907.2	Mixed Use 1
2592	1004	0.9	903.6	Mixed Use 1
2594	684	0.9	615.6	Mixed Use 1
2595	684	0.9	615.6	Mixed Use 1
2596	684	0.9	615.6	Mixed Use 1
2597	720	1.2	864	Mixed Use 1
2598	648	0.9	583.2	Mixed Use 1
2599	648	0.9	583.2	Mixed Use 1
2600	648	1.5	972	Mixed Use 1
2601	648	1.2	777.6	Mixed Use 1
2602	648	1.2	777.6	Mixed Use 1
2603	648	1.2	777.6	Mixed Use 1
2604	1000	1.5	1500	Mixed Use 1
2605	736	0	0	open space
2606	1189	0	0	open space
2607	20917	0	0	open space
2609	22573	0.2	4514.6	Bus. Park
2610	22864	0.2	4572.8	Bus. Park
2612	3203	0.6	1921.8	Mixed Use 1
2613	3218	0.9	2896.2	Mixed Use 1
2614	810	0.9	729	Mixed Use 1
2615	648	0.9	583.2	Mixed Use 1
2616	648	1.2	777.6	Mixed Use 1
2617	810	0.6	486	Mixed Use 1
2618	810	0.6	486	Mixed Use 1
2619	648	0.6	388.8	Mixed Use 1
2620	648	0.9	583.2	Mixed Use 1
2621	810	0.6	486	Mixed Use 1
2622	648	0.9	583.2	Mixed Use 1
2623	810	0.6	486	Mixed Use 1
2624	810	0.6	486	Mixed Use 1
2625	648	0.6	388.8	Mixed Use 1
2626	648	1.2	777.6	Mixed Use 1
2627	810	0.9	729	Mixed Use 1
2628	810	0.9	729	Mixed Use 1
2629	648	0.9	583.2	Mixed Use 1
2630	648	1.2	777.6	Mixed Use 1
2631	810	0.6	486	Mixed Use 1
2632	810	0.6	486	Mixed Use 1

LOT NUMBER	SITE AREA	MIN FAR	MINIMUM FLOOR AREA (Sq. m.)	LAND USE
2633	648	0.6	388.8	Mixed Use 1
2634	648	0.9	583.2	Mixed Use 1
2635	810	0.6	486	Mixed Use 1
2636	810	0.6	486	Mixed Use 1
2637	648	0.6	388.8	Mixed Use 1
2638	648	0.9	583.2	Mixed Use 1
2639	648	0.6	388.8	Mixed Use 1
2640	810	0.6	486	Mixed Use 1
2641	810	0.6	486	Mixed Use 1
2642	648	1.2	777.6	Mixed Use 1
2643	648	0.9	583.2	Mixed Use 1
2644	810	0.9	729	Mixed Use 1
2645	810	0.9	729	Mixed Use 1
2646	576	1.2	691.2	Mixed Use 1
2647	576	0.9	518.4	Mixed Use 1
2648	738	0.9	664.2	Mixed Use 1
2649	728	0.9	655.2	Mixed Use 1
2650	670	1.2	804	Mixed Use 1
2651	791	0.9	711.9	Mixed Use 1
2652	810	0.6	486	Mixed Use 1
2653	779	0	0	OPEN SPACE
2656	1353	1.2	1623.6	Mixed Use 1
2657	660	1.5	990	Mixed Use 1
2658	702	1.2	842.4	Mixed Use 1
2659	700	1.2	840	Mixed Use 1
2660	612	1.5	918	Mixed Use 1
2661	810	0.9	729	Mixed Use 1
2662	817	0.9	735.3	Mixed Use 1
2663	676	1.5	1014	Mixed Use 1
2664	1262	1.2	1514.4	Mixed Use 1
2665	1265	1.2	1518	Mixed Use 1
2666	1268	1.2	1521.6	Mixed Use 1
2667	792	1.2	950.4	Mixed Use 1
2668	630	1.5	945	Mixed Use 1
2669	732	1.5	1098	Mixed Use 1
2670	864	1.2	1036.8	Mixed Use 1
2671	1012	1.2	1214.4	Mixed Use 1
2672	1040	1.2	1248	Mixed Use 1
2673	864	1.2	1036.8	Mixed Use 1
2674	732	1.5	1098	Mixed Use 1
2675	630	1.5	945	Mixed Use 1
2676	792	0.9	712.8	Mixed Use 1
2677	1288	0.9	1159.2	Mixed Use 1
2678	1292	0.9	1162.8	Mixed Use 1
2679	1294	1.2	1552.8	Mixed Use 1
2680	527	1.2	632.4	Mixed Use 1
2681	767	0.9	690.3	Mixed Use 1
2682	774	0.9	696.6	Mixed Use 1
2683	612	0.9	550.8	Mixed Use 1
2684	612	1.2	734.4	Mixed Use 1

LOT NUMBER	SITE AREA	MIN FAR	MINIMUM FLOOR AREA (Sq. m.)	LAND USE
2685	1626	0	0	open space
2721	1245	0.2	249	Bus. Park
2722	1038	0.2	207.6	Bus. Park
2723	976	0.2	195.2	Bus. Park
2724	971	0.2	194.2	Bus. Park
2725	971	0.2	194.2	Bus. Park
2726	971	0.2	194.2	Bus. Park
2727	2831	0.2	566.2	Bus. Park
2728	3477	0.2	695.4	Bus. Park
2729	4921	0.2	984.2	Bus. Park
2730	6586	0.2	1317.2	Bus. Park
2731	6787	0.2	1357.4	Bus. Park
2732	4490	0.2	898	Bus. Park
2733	5123	0.2	1024.6	Bus. Park
2734	1476	0.2	295.2	Bus. Park
2735	2502	0.2	500.4	Bus. Park
2736	2252	0.2	450.4	Bus. Park
2737	1228	0.2	245.6	Bus. Park
07/05	663	0.9	596.70	Mixed Use 2
08/05	662	0.9	595.80	Mixed Use 2
09/05	661	1.2	793.20	Mixed Use 2
10/05	1039	0.9	935.10	Mixed Use 2
35a	4747	1.5	7120.50	Mixed Use 2
06/07	648	0.9	583.20	Mixed Use 1
07/07	614	1.5	921.00	Mixed Use 1
06/07b	684	0.9	615.60	Mixed Use 1
08/07b	648	0.9	583.20	Mixed Use 1
07/08b	711	0.9	639.90	Mixed Use 1
08/08b	648	0.9	583.20	Mixed Use 1
08/11b	918	0.9	826.20	Mixed Use 1
12/05	1033	0.9	929.70	Mixed Use 1
01/05	811	1.2	973.20	Mixed Use 1
02/05	669	0.9	602.10	Mixed Use 1
03/05	668	0.9	601.20	Mixed Use 1
04/05	667	0.9	600.30	Mixed Use 1
05/05	665	0.9	598.50	Mixed Use 1
06/05	664	0.9	597.60	Mixed Use 1
11/05	1036	0.9	932.40	Mixed Use 1
01/07	614	0.9	552.60	Mixed Use 1
02/07	682	1.2	818.40	Mixed Use 1
03/07	684	0.9	615.60	Mixed Use 1
04/07	684	0.9	615.60	Mixed Use 1
05/07	648	0.9	583.20	Mixed Use 1
08/07	614	0.9	552.60	Mixed Use 1
01/08	632	1.2	758.40	Mixed Use 1
02/08	632	1.5	948.00	Mixed Use 1
03/08	648	0.9	583.20	Mixed Use 1
04/08	648	0.9	583.20	Mixed Use 1
05/08	711	0.9	639.90	Mixed Use 1
06/08	711	0.9	639.90	Mixed Use 1

LOT NUMBER	SITE AREA	MIN FAR	MINIMUM FLOOR AREA (Sq. m.)	LAND USE
07/08	860	1.5	1290.00	Mixed Use 1
08/08	632	1.2	758.40	Mixed Use 1
01/09	653	0.9	587.70	Mixed Use 1
02/09	814	1.5	1221.00	Mixed Use 1
03/09	814	1.5	1221.00	Mixed Use 1
04/09	653	0.9	587.70	Mixed Use 1
01/10	661	0.9	594.90	Mixed Use 1
02/10	825	1.5	1237.50	Mixed Use 1
03/10	825	1.5	1237.50	Mixed Use 1
04/10	661	0.9	594.90	Mixed Use 1
01/11	802	0.9	721.80	Mixed Use 1
02/11	614	1.2	736.80	Mixed Use 1
03/11	616	0.9	554.40	Mixed Use 1
04/11	783	0.9	704.70	Mixed Use 1
05/11	940	0.9	846.00	Mixed Use 1
06/11	956	1.5	1434.00	Mixed Use 1
07/11	1280	1.2	1536.00	Mixed Use 1
08/11	794	1.2	952.80	Mixed Use 1
09/11	632	1.2	758.40	Mixed Use 1
10/11	632	1.5	948.00	Mixed Use 1
11/11	756	0.9	680.40	Mixed Use 1
12/11	918	0.9	826.20	Mixed Use 1
01/13	805	1.5	1207.50	Mixed Use 1
02/13	901	1.5	1351.50	Mixed Use 1
03/13	744	0.9	669.60	Mixed Use 1
04/13	694	0.9	624.60	Mixed Use 1
05/13	1221	1.5	1831.50	Mixed Use 1
06/13	495	0.9	445.50	Mixed Use 1
07/13	495	0.9	445.50	Mixed Use 1
08/13	495	0.9	445.50	Mixed Use 1
09/13	495	1.2	594.00	Mixed Use 1
10/13	649	0.9	584.10	Mixed Use 1
01/14	922	1.5	1383.00	Mixed Use 1
02/14	916	1.2	1099.20	Mixed Use 1
03/14	917	1.2	1100.40	Mixed Use 1
04/14	935	1.5	1402.50	Mixed Use 1
05/14	706	0.9	635.40	Mixed Use 1
06/14	489	1.2	586.80	Mixed Use 1
07/14	489	0.9	440.10	Mixed Use 1
08/14	1136	0.9	1022.40	Mixed Use 1
09/14	648	0.9	583.20	Mixed Use 1
10/14	846	1.2	1015.20	Mixed Use 1
11/14	746	0.9	671.40	Mixed Use 1
12/14	915	0.9	823.50	Mixed Use 1
01/23	781	1.5	1171.50	Mixed Use 1
02/23	700	1.2	840.00	Mixed Use 1
03/23	706	1.2	847.20	Mixed Use 1
04/23	706	1.2	847.20	Mixed Use 1
05/23	706	1.2	847.20	Mixed Use 1
06/23	706	1.2	847.20	Mixed Use 1

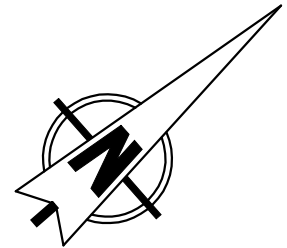
LOT NUMBER	SITE AREA	MIN FAR	MINIMUM FLOOR AREA (Sq. m.)	LAND USE
07/23	837	1.5	1255.50	Mixed Use 1
08/23	972	1.5	1458.00	Mixed Use 1
09/23	972	0.9	874.80	Mixed Use 1
10/23	972	0.9	874.80	Mixed Use 1
11/23	972	0.9	874.80	Mixed Use 1
12/23	972	0.9	874.80	Mixed Use 1
13/23	2050	0.9	1845.00	Mixed Use 1
14/23	2088	0.9	1879.20	Mixed Use 1
15/23	990	0.9	891.00	Mixed Use 1
16/23	990	0.9	891.00	Mixed Use 1
17/23	990	0.9	891.00	Mixed Use 1
18/23	990	0.9	891.00	Mixed Use 1
19/23	990	0.9	891.00	Mixed Use 1
20/23	908	0.9	817.20	Mixed Use 1
21/23	647	0.9	582.30	Mixed Use 1
22/23	491	0.9	441.90	Mixed Use 1
01/36	937	1.2	1124.40	Mixed Use 1
02/36	688	0.6	412.80	Mixed Use 1
03/36	850	0.6	510.00	Mixed Use 1
04/36	850	0.6	510.00	Mixed Use 1
05/36	812	0.9	730.80	Mixed Use 1
06/36	725	0.6	435.00	Mixed Use 1
07/36	887	0.6	532.20	Mixed Use 1
08/36	888	0.6	532.80	Mixed Use 1
09/36	857	1.2	1028.40	Mixed Use 1
10/36	686	0.9	617.40	Mixed Use 1
11/36	847	0.9	762.30	Mixed Use 1
12/36	1308	1.5	1962.00	Mixed Use 1
13/36	1339	1.5	2008.50	Mixed Use 1
14/36	902	0.9	811.80	Mixed Use 1
01/37	1652	1.5	2478.00	Mixed Use 1
02/37	1129	0.9	1016.10	Mixed Use 1
03/37	1122	0.9	1009.80	Mixed Use 1
04/37	1155	0.9	1039.50	Mixed Use 1
05/37	1249	0.9	1124.10	Mixed Use 1
06/37	1485	1.5	2227.50	Mixed Use 1
07/37	1396	1.5	2094.00	Mixed Use 1
08/37	778	0.9	700.20	Mixed Use 1
09/37	972	0.9	874.80	Mixed Use 1
10/37	972	0.9	874.80	Mixed Use 1
11/37	972	0.9	874.80	Mixed Use 1
12/37	648	1.5	972.00	Mixed Use 1
13/37	648	1.2	777.60	Mixed Use 1
14/37	648	1.2	777.60	Mixed Use 1
15/37	810	1.2	972.00	Mixed Use 1
16/37	648	1.2	777.60	Mixed Use 1
17/37	648	1.2	777.60	Mixed Use 1
18/37	648	1.2	777.60	Mixed Use 1
38d	5137	1.5	7705.50	Mixed Use 1
38e	5137	1.5	7705.50	Mixed Use 1

LOT NUMBER	SITE AREA	MIN FAR	MINIMUM FLOOR AREA (Sq. m.)	LAND USE
55a	2627	1.5	3940.50	Mixed Use 1
35	66573	0.5	33286.50	Bus Park
55	28824	0.5	14412.00	Bus Park
28g	1385	0	0	open space
28k	1015	0	0	open space
30	3096	0	0	open space
19/5	1009	0.9	908.10	Mixed Use 1
20/5	1006	0.9	905.40	Mixed Use 1
7/4b	807	1.2	968.40	Mixed Use 1
8/4b	873	1.2	1047.60	Mixed Use 1
9/4b	1046	1.5	1569.00	Mixed Use 1
3/5b	745	1.2	894.00	Mixed Use 2
1/5b	689	1.5	1033.50	Mixed Use 2
2/5b	689	1.2	826.80	Mixed Use 2
21/5	1003	0.9	902.70	Mixed Use 2

TOTAL = 555044

UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION

SCALE 1 : 7 500



LEGEND

UMHLANGA RIDGE TOWN CENTRE
MANAGEMENT ASSOCIATION

NOTES

1. Unless otherwise shown, all properties are Erven and Portions of Erven of Umhlanga Rocks.
2. For subdivisinal details of Erven, refer to Drawing 5545T/URTC/MA/A0



UMHLANGA RIDGE
TOWN CENTRE



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DATE : AUGUST 2013		DRAWING No. 5545T/URTC/MA	

