



Companies and Intellectual  
Property Commission  
a member of SIA dtd group

**COMPANIES AND INTELLECTUAL PROPERTY COMMISSION  
REPUBLIC OF SOUTH AFRICA**

**Form CoR14.3 - Registration Certificate**

Issue date: 07/02/2013  
Print date: 22/04/2013  
Customer code: MACROC  
Tracking number: 110374944

**Concerning:**

**CORNUBIA INDUSTRIAL AND BUSINESS ESTATE MANAGEMENT ASSOCIATION NPC  
2013/020224/08**

The above company has been registered in terms of section 14 of the Companies Act, 2008.

In accordance with the Notice of Incorporation, the registration of the company takes effect on 07/02/2013.

In conjunction with this certificate, the Commission has not issued another notice contemplated in section 12(3).

*Aetrid Ludin*

**Commissioner: CIPC**

AUT

**About this Notice**

This Notice is issued in terms of section 14 of the Companies Act, 2008 and Regulation 14 of the Companies Regulations, 2011. If the Commission has altered the name of the company, in terms of section 14(2)(b), the company may file an amended Notice of Incorporation to change the name.

If the Commission has issued a Notice of a Potentially Contested Name in conjunction with the Certificate, the company must serve that Notice on each person identified in the Notice, and any such person has the right to challenge the use of the name, by the company.

The Companies and Intellectual Property Commission of South Africa  
PO Box 429, Pretoria, 0001, Republic of South Africa  
Docex 256, Pretoria  
Contact centre: 086 100 2472  
[www.cipc.co.za](http://www.cipc.co.za)



2013/020224/08



110374944

Certificate issued by the Companies and Intellectual Property Commission on  
Thursday, February 07, 2013 12:00  
Certificate of Incorporation



Registration number	2013/020224/08
Enterprise name	CORNUBIA INDUSTRIAL AND BUSINESS ESTATE MANAGEMENT ASSOCIATION NPC
Enterprise shortened name	NOT APPLICABLE
Enterprise translated name	NOT APPLICABLE
Registration date	07/02/2013
Business start date	07/02/2013
Enterprise type	NON PROFIT COMPANY
Enterprise status	IN BUSINESS
Financial year end	JUNE
Main business/main object	NO RESTRICTION ON BUSINESS ACTIVITIES
Postal address	305 UMHLANGU ROCKS DRIVE LA LUCIA  4051
Address of registered office	305 UMHLANGU ROCKS DRIVE LA LUCIA  4051

The Companies and Intellectual Property Commission of South Africa  
PO Box 429, Pretoria, 0001, Republic of South Africa  
Docex 256, Pretoria  
Contact centre: 086 100 2472  
[www.cipc.co.za](http://www.cipc.co.za)



2013/020224/08



110374944

Certificate issued by the Companies and Intellectual Property Commission on  
Thursday, February 07, 2013 12:00  
Certificate of Incorporation



#### Auditors

Registration Number 2013/020224/08  
Enterprise Name CORNUBIA INDUSTRIAL AND BUSINESS ESTATE MANAGEMENT ASSOCIATION  
NPC

Auditor name	Practise number	Auditor type	Appoint- ment date	Addresses
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#### Directors

Surname and first names	Status	ID number or date of birth	Director type	Appoint- ment date	Addresses
MATSHINI, MTUTUZELI	Active	7210065694083	Director	07/02/2013	Postal P O BOX 22319 GLENASHLEY 4022  Residential 79 EDGECOMBE PARK 03 SIPHOSETHU ROAD MT EDGECOMBE 4300
GWALA, MUZUVUKILE CYRIL	Active	5511275654086	Director	07/02/2013	Postal P O BOX 22319 GLENASHLEY 4022  Residential 4 KING FREDERICK PLACE MANORS PINETOWN 3610
PETERSEN, KAREN DEIDRE	Active	7112220165084	Director	07/02/2013	Postal P O BOX 240 BALLITO 4420  Residential 10C NONDTI LANE MUSGRAVE DURBAN 4001



2013/020224/08



110374944

The Companies and Intellectual Property Commission of South Africa  
PO Box 429, Pretoria, 0001, Republic of South Africa  
Docex 256, Pretoria  
Contact centre: 086 100 2472  
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2013/020224/08



110374944

Companies and Intellectual Property C  
Republic of South Africa

Companies and Intellectual  
Property Commission

2013/020224/08

CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION

MACROC

Form CoR 14.1

This form is issued in terms of section 13 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011.

A profit company may be incorporated by an organ of state or by one or more persons. A non-profit company may be incorporated by an organ of state, a juristic person, or by three or more persons.

To each of paragraphs 1-2-3-4 and 7 you must select one option by ticking the appropriate box.

Annexure A must be completed and attached.

Annexure B is required only if you tick the 3<sup>rd</sup> option at paragraph 6.

Annexure C is required only if you tick the 2<sup>nd</sup> option at paragraph 7.

The basic filing fee is R475 in the company's Memorandum of Incorporation in Form 15.1A or 15.1C or R475 in any other case.

An MOI in Form CoR 15.1A, 15.1B, 15.1C, 15.1D or 15.1E or unique to the company must be attached.

A company is not registered until the Commission has issued a Registration Certificate in Form CoR 14.3.

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 Incorporation

Customer Code: \_\_\_\_\_

From: \_\_\_\_\_

(Name, address and identity or registration number of Incorporator)

(If there are multiple incorporators, each must be listed. Use a separate sheet.)

Name: Mtutuzeli Matshini  
Address: 305 Umhlanga Rocks Drive  
La Lucia, 4051

Identity/Reg No: 721006 5694 083

**CIPC** 2  
**MANUAL LODGEMENTS**  
**2012-12-14**  
**COMPANIES AND INTELLECTUAL PROPERTY**  
**COMMISSION**  
**KOMMISSIE VIR MAATSKAPPYE EN**  
**INTELLEKTUELE EIENDOM**

- The incorporators have incorporated a juristic person to be registered as a:
 

<input type="checkbox"/> State Owned Company	<input type="checkbox"/> Public Company
<input type="checkbox"/> Personal Liability Company	<input type="checkbox"/> Private Company
<input checked="" type="checkbox"/> Non Profit Company	

- The incorporation of the company is to take effect on
 

<input checked="" type="checkbox"/> The date of the registration certificate is issued
<input type="checkbox"/> _____, if later than the registration date.

- The company's first financial year will end on 30 June

- The company's registered office address is  
305 Umhlanga Rocks Drive, La Lucia, 4051

- There are 3 initial directors of the company, as listed in Annexure A.

- The company name is to be:

- |   |
|---|
| <input type="checkbox"/> The company's registration number, followed by the elements required by section 11 (3).  |
| <input checked="" type="checkbox"/> The name currently reserved or registered under # <u>19870687 110315203</u><br>for use by <u>Cornubia Industrial &amp; Business</u><br><u>Estate Management Association NPC</u> |
| <input type="checkbox"/> The first of the names set out on annexure B that proves to be eligible, in terms of Regulation 14 (1) (b)(iii).   |

- The company's Memorandum of Incorporation, attached in Form

CoR \_\_\_\_\_ (indicate form number) or unique ☒ (tick if appropriate)

☒ has no provision of the type contemplated in section 15 (2) (b) or (c).

☐ has provisions of the type contemplated in section 15 (2) (b) or (c), as listed in Annexure C.

I declare that the information in this application is true. If I am not the applicant, I declare that the Applicant has authorised me to make this application.

Signature

[Signature]

Date

04 December 2012

For Commission  
Use only

Commission file number

Date filed

Companies and Intellectual Property Commission  
Republic of South Africa

Companies and Intellectual  
Property Commission  
2013/020224/08  
CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION

## Form CoR 14.1

- This form is issued in terms of Section 13 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011.

- A profit company may be incorporated by an organ of state or by one or more persons. A non-profit company may be incorporated by an organ of state, a juristic person or by three or more persons.

- To each of paragraphs 1, 2, 3, 6 and 7, you must select one option by ticking the appropriate box.

- Annexure A must be completed and attached.

- Annexure B is required only if you tick the 3<sup>rd</sup> option in paragraph 6.

- Annexure C is required only if you tick the 2<sup>nd</sup> option in paragraph 7.

- The basic filing fee is R475 if the company's Memorandum of Incorporation is in Form 15.1A or 15.1C, or R475 in any other case.

- An official form or pre-unique to the company must be attached.

- A company is a CoR 14.1

Contacting the  
Commission

The Companies and Intellectual  
Property Commission of South Africa

## Postal Address

P.O. Box 429  
Pretoria 0001  
Republic of South Africa  
Tel: 086 100 2472

www.cipc.co.za

## Notice of Incorporation

Customer Code: \_\_\_\_\_

From: \_\_\_\_\_

(Name, address and identity or registration number of Incorporator)

(If there are multiple incorporators, each must be listed. Use a separate sheet.)

Name: Karen Deirdre Petersen

Address: 305 Umhlanga Rocks Drive  
La Lucia, 4051

Identity/Reg No: 711222 0165 08 4

- The incorporators have incorporated a juristic person to be registered as a:
 

<input type="checkbox"/> State Owned Company	<input type="checkbox"/> Public Company
<input type="checkbox"/> Personal Liability Company	<input type="checkbox"/> Private Company
<input checked="" type="checkbox"/> Non Profit Company	

- The incorporation of the company is to take effect on
 

<input checked="" type="checkbox"/> The date of the registration certificate is issued
<input type="checkbox"/> _____, if later than the registration date.

- The company's first financial year will end on 30 June

- The company's registered office address is  
305 Umhlanga Rocks Drive, La Lucia, 4051

- There are 3 initial directors of the company, as listed in Annexure A.

- The company name is to be:

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | The company's registration number, followed by the elements required by section 11 (3).   |
| <input checked="" type="checkbox"/> | The name currently reserved or registered under # <u>19870687 1103152</u><br>for use by <u>Cornubia Industrial &amp; Business Estate</u><br><u>Management Association NPC</u> |
| <input type="checkbox"/>            | The first of the names set out on annexure B that proves to be eligible, in terms of Regulation 14 (1) (b)(iii).  |

- The company's Memorandum of Incorporation, attached in Form

\_\_\_\_\_ (indicate form number) or unique ☒ (tick if appropriate)

☒ has no provision of the type contemplated in section 15 (2) (b) or (c).

☐ has provisions of the type contemplated in section 15 (2) (b) or (c), as listed in Annexure C.

I declare that the information in this application is true. If I am not the applicant, I declare that the Applicant has authorised me to make this application.

Signature

Date

K Petersen

04 DECEMBER 2012

For Commission  
Use only

Commission file number

Date filed

# Companies and Intellectual Property Commission Republic of South Africa

Companies and Intellectual  
Property Commission

2013/020224/08

CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION

## Form CoR 14.1

This form is issued in terms of section 13 of the Companies Act, 2008 and Regulation 14 of the Companies Regulations, 2011.

A profit company may be incorporated by an organ of state or by one or more persons. A non-profit company may be incorporated by an organ of state, a juristic person, or by three or more persons.

To each of paragraphs 1, 2, 3, 6 and 7, you must select one option by ticking the appropriate box.

Annexure A must be completed and attached.

Annexure B is required only if you tick the 3<sup>rd</sup> option at paragraph 6.

Annexure C is required only if you tick the 2<sup>nd</sup> option at paragraph 7.

The basic filing fee is R175 if the company's Memorandum of Incorporation is in Form 15.1A or 15.1C or R475 in any other case.

An MOI in Form CoR 15.1A, 15.1B, 15.1C, 15.1D or 15.1E or unique to the company must be attached.

A company is not registered until the Commission has issued a Registration Certificate in Form CoR 14.3.

## 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 Incorporation

Customer Code: \_\_\_\_\_

From: \_\_\_\_\_

(Name, address and identity or registration number of Incorporator)

(If there are multiple incorporators, each must be listed. Use a separate sheet.)

Name: Muzuvukile Cyril Gwala

Address: 305 Umhlanga Rocks Drive

La Lucia

Identity/Reg No: 551127 5654086

<b>CIPC</b>		<b>2</b>
<b>MANUAL LODGEMENTS</b>		
<b>2012-12-14</b>		
<b>COMPANIES AND INTELLECTUAL PROPERTY COMMISSION</b>		
<b>KOMMISSIE VIR MAATSKAPPYE EN INTELLEKTUELE EIGENDOM</b>		

- The incorporators have incorporated a juristic person to be registered as a:
 

<input type="checkbox"/> State Owned Company	<input type="checkbox"/> Public Company
<input type="checkbox"/> Personal Liability Company	<input type="checkbox"/> Private Company
<input checked="" type="checkbox"/> Non Profit Company	

- The incorporation of the company is to take effect on
 

<input checked="" type="checkbox"/> The date of the registration certificate is issued
<input type="checkbox"/> _____, if later than the registration date.

- The company's first financial year will end on 30 June

- The company's registered office address is  
305 Umhlanga Rocks Drive, La Lucia, 4051

- There are 3 initial directors of the company, as listed in Annexure A.

- The company name is to be:

- |   |
|---|
| <input type="checkbox"/> The company's registration number, followed by the elements required by section 11 (3).  |
| <input checked="" type="checkbox"/> The name currently reserved or registered under # <u>19870687 110315203</u><br>for use by <u>Cornubia Industrial &amp; Business Estate Management Association NPC</u> |
| <input type="checkbox"/> The first of the names set out on annexure B that proves to be eligible, in terms of Regulation 14 (1) (b)(iii).   |

- The company's Memorandum of Incorporation, attached in Form

CoR \_\_\_\_\_ (indicate form number) or unique ☒ (tick if appropriate)

- |   |
|---|
| <input checked="" type="checkbox"/> has no provision of the type contemplated in section 15 (2) (b) or (c).             |
| <input type="checkbox"/> has provisions of the type contemplated in section 15 (2) (b) or (c), as listed in Annexure C. |

I declare that the information in this application is true. If I am not the applicant, I declare that the Applicant has authorised me to make this application.

Signature

[Signature]

Date

04 December 2012

For Commission  
Use only

Commission file number

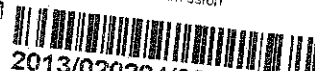
Date filed

2013/020224/08

MACROC

Companies and Intellectual Property Commission  
Republic of South Africa

Companies and Intellectual  
Property Commission



2013/020224/08

CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION

## Form CoR 14.1

This form is issued in terms of section 13 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011.

A profit company may be incorporated by an organ of state, or by one or more persons. A non-profit company may be incorporated by an organ of state, a juristic person, or by three or more persons.

To each of paragraphs 1, 2, 3, 6 and 7, you must select one option, by ticking the appropriate box.

Annexure A must be completed and attached.

Annexure B is required only if you tick the 3<sup>rd</sup> option at paragraph 6.

Annexure C is required only if you tick the 2<sup>nd</sup> option at paragraph 7.

The basic filing fee is R175 if the company's Memorandum of Incorporation is in Form 15.1A or 15.1C, or R475 in any other case.

An MCI in Form CoR 15.1A, 15.1B, 15.1C, 15.1D or 15.1E or unique to the company must be attached.

A company is not registered until the Commission has issued a Registration Certificate in Form CoR 14.3.

### 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 Incorporation

Customer Code: \_\_\_\_\_

From: \_\_\_\_\_

(Name, address and identity or registration number of Incorporator)

(If there are multiple incorporators, each must be listed. Use a separate sheet.)

Name: Mtutuzeli Matshini

Address: 305 Umhlanga Rocks Drive  
La Lucia, 4051

Identity/Reg No: 721006 5694 083

CIPC

MANUAL LODGEMENTS

2012-12-14

COMPANIES AND INTELLECTUAL PROPERTY  
COMMISSION  
KOMMISSIE VIR MAATSKAPPYE EN  
INTELLEKTUELE EIENDOM

1. The incorporators have incorporated a juristic person to be registered as a:

- ☐ State Owned Company  
☐ Personal Liability Company  
☒ Non Profit Company

2. The incorporation of the company is to take effect on:

- ☒ The date of the registration certificate is issued  
☐ \_\_\_\_\_, if later than the registration date.

3. The company's first financial year will end on 30 June

4. The company's registered office address is

305 Umhlanga Rocks Drive, La Lucia, 4051

5. There are 3 initial directors of the company, as listed in Annexure A.

6. The company name is to be:

- ☐ The company's registration number, followed by the elements required by section 11 (3).  
☒ The name currently reserved or registered under # 19870687 110315207  
for use by Cornubia Industrial & Business  
Estate Management Association NPC  
☐ The first of the names set out on annexure B that proves to be eligible, in terms of Regulation 14 (1) (b)(iii).

7. The company's Memorandum of Incorporation, attached in Form

CoR \_\_\_\_\_ (indicate form number) or unique ☒ (tick if appropriate)

☒ has no provision of the type contemplated in section 15 (2) (b) or (c).

☐ has provisions of the type contemplated in section 15 (2) (b) or (c), as listed in Annexure C.

I declare that the information in this application is true. If I am not the applicant, I declare that the Applicant has authorised me to make this application.

Signature

Date

04 DECEMBER 2012

For Commission  
Use only

Commission file number:

Date filed:



# Companies and Intellectual Property Commission Republic of South Africa

Companies and Intellectual  
Property Commission

2013/020224/08

CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION**Form CoR 14.1**

This form is issued in terms of section 13 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011.

A profit company may be incorporated by an organ of state, or by one or more persons. A non-profit company may be incorporated by an organ of state, a juristic person, or by three or more persons.

To each of paragraphs 1, 2, 3, 6 and 7, you must select one option by ticking the appropriate box.

Annexure A must be completed and attached.

Annexure B is required only if you tick the 3<sup>rd</sup> option at paragraph 6.

Annexure C is required only if you tick the 2<sup>nd</sup> option at paragraph 7.

The basic filing fee is R175 in the company's Memorandum of Incorporation is in Form 15.1A or 15.1C, or R475 in any other case.

An MOI in Form CoR 15.1A, 15.1B, 15.1C, 15.1D or 15.1E or unique to the company must be attached.

A company is not registered until the Commission has issued a Registration Certificate in Form CoR 14.3.

**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 Incorporation**

Customer Code: \_\_\_\_\_

From: \_\_\_\_\_

(Name, address and identity or registration number of Incorporator)

(If there are multiple incorporators, each must be listed. Use a separate sheet.)

Name: Karen Deirdre PetersenAddress: 305 Umhlanga Rocks Drive  
La Lucia, 4051Identity/Reg No: 711222 0165 08 4**CIPC****MANUAL LODGEMENTS****2012-12-14**

1. The incorporators have incorporated a juristic person

- ☐ State Owned Company  
☐ Personal Liability Company  
☒ Non Profit Company

2. The incorporation of the company is to take effect on

- ☒ The date of the registration certificate is issued  
☐ \_\_\_\_\_, if later than the registration date.

3. The company's first financial year will end on 30 June

4. The company's registered office address is

305 Umhlanga Rocks Drive, La Lucia, 40515. There are 3 initial directors of the company, as listed in Annexure A.

6. The company name is to be:

- ☐ The company's registration number, followed by the elements required by section 11 (3).  
☒ The name currently reserved or registered under # 19870687 11031520  
for use by Cornubia Industrial & Business Estate management Association NPC  
☐ The first of the names set out on annexure B that proves to be eligible, in terms of Regulation 14 (1) (b)(iii).

7. The company's Memorandum of Incorporation, attached in Form

CoR \_\_\_\_\_ (indicate form number) or unique ☒ (tick if appropriate)

- ☒ has no provision of the type contemplated in section 15 (2) (b) or (c).  
☐ has provisions of the type contemplated in section 15 (2) (b) or (c), as listed in Annexure C.

I declare that the information in this application is true. If I am not the applicant, I declare that the Applicant has authorised me to make this application.

Signature

Date

K Petersen04 December 2012For Commission  
Use only

Commission file number

Date filed

Companies and Intellectual  
Property Commission  
RepubCompanies and Intellectual  
Property Commission

2013/020224/08

CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION

OP	<b>CIPC</b>	2
MANUAL LODGEMENTS		
2012-12-14		
COMPANIES AND INTELLECTUAL PROPERTY COMMISSION KOMMISSIE VIR MAATSKAPPYE EN INTELLEKTUELE EIENDOM		

## Form CoR 14.1

- This form is issued in terms of section 13 of the Companies Act, 2008, and Regulation 14 of the Companies Regulations, 2011.
- A profit company may be incorporated by an organ of state or by one or more persons. A non-profit company may be incorporated by an organ of state, a juristic person, or by three or more persons.
- To each of paragraphs 1, 2, 3, 6 and 7, you must select one option by ticking the appropriate box.
- Annexure A must be completed and attached.
- Annexure B is required only if you tick the 3<sup>rd</sup> option at paragraph 6.
- Annexure C is required only if you tick the 2<sup>nd</sup> option at paragraph 7.
- The basic filing fee is R175 if the company's Memorandum of Incorporation is in Form 15.1A or 15.1C, or R475 in any other case.
- An MOI in Form CoR 15.1A, 15.1B, 15.1C, 15.1D or 15.1E or unique to the company must be attached.
- A company is not registered until the Commission has issued a Registration Certificate in Form CoR 14.3.

Contacting the  
CommissionThe 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 Incorporation

Customer Code: \_\_\_\_\_

From: \_\_\_\_\_

(Name, address and identity or registration number of Incorporator)

(If there are multiple incorporators, each must be listed. Use a separate sheet.)

Name: Muzuvukile Cyril GwalaAddress: 305 Umhlanga Rocks Drive  
La LuciaIdentity/Reg No: 551127 5654086

- The incorporators have incorporated a juristic person to be registered as a:
 

<input type="checkbox"/> State Owned Company	<input type="checkbox"/> Public Company
<input type="checkbox"/> Personal Liability Company	<input type="checkbox"/> Private Company
<input checked="" type="checkbox"/> Non Profit Company	
- The incorporation of the company is to take effect on
 

<input checked="" type="checkbox"/> The date of the registration certificate is issued	
<input type="checkbox"/> _____, if later than the registration date.	
- The company's first financial year will end on 30 June
- The company's registered office address is  
305 Umhlanga Rocks Drive, La Lucia, 4051
- There are 3 initial directors of the company, as listed in Annexure A.
- The company name is to be:
 

<input type="checkbox"/> The company's registration number, followed by the elements required by section 11 (3).	
<input checked="" type="checkbox"/> The name currently reserved or registered under # <u>19870687-11031520</u> for use by <u>Cornubia Industrial &amp; Business Estate Management Association NPC</u>	
<input type="checkbox"/> The first of the names set out on annexure B that proves to be eligible, in terms of Regulation 14 (1) (b)(iii).	
- The company's Memorandum of Incorporation, attached in Form CoR \_\_\_\_\_ (indicate form number) or unique ☒ (tick if appropriate)
 

<input checked="" type="checkbox"/> has no provision of the type contemplated in section 15 (2) (b) or (c).	
<input type="checkbox"/> has provisions of the type contemplated in section 15 (2) (b) or (c), as listed in Annexure C.	

I declare that the information in this application is true. If I am not the applicant, I declare that the Applicant has authorised me to make this application.

Signature

Date

04 December 2012

For Commission  
Use only

Commission file number: \_\_\_\_\_

Date filed: \_\_\_\_\_

Companies and Intellectual Property Commission  
Republic of South Africa

Companies and Intellectual  
Property Commission

2013/020224/08

CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION

Form CoR 14.1

Annexure A

- This form is issued in terms of section 13 of the Companies Act, 2008, and Regulation 14 of the Companies Regulation, 2011.
- Annexure A must be completed and attached to the Notice of Incorporation when it is filed.
- A public company, or a state-owned company, must have at least 3 initial directors.
- A non-profit company must have at least 3 initial directors.
- A private company, or a personal liability company, must have at least 1 initial director.
- A company is not registered until the Commission has issued a Registration Certificate in Form CoR 14.3.

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 Incorporation  
Initial Directors of the Company

The incorporators confirm that each person named below has consented to being appointed in terms of section 66 (7) (b) as a director of the company, whose Memorandum of Incorporation is attached.

Full name / former name, if any: Mtshuzeli Matshini

Identity number: 721006 5694 08 3

Nationality: South African

Passport number, if not South African: \_\_\_\_\_

Date of appointment: INCORPORATION

Designation in the company: Development Manager

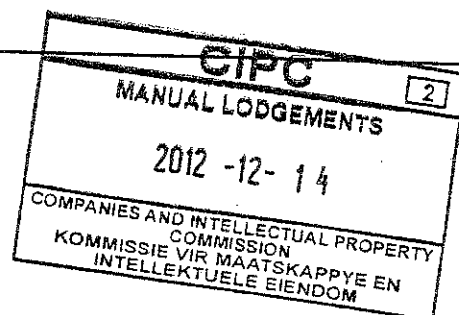
Residential address: 79 Edgecombe Park, 03 Siphosethu Road, Mt Edgecombe, 4300

Business address: 305 Umhlanga Rocks Drive, La Lucia, 4051

Postal address: P.O. Box 22319, Glenashley, 4022

Occupation: Quantity Surveyor

South African resident: ☒ (Yes) ☐ (No)



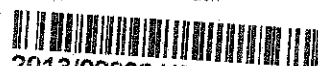
For Commission  
Use only

Commission file number

Date filed

Companies and Intellectual Property Commission  
Republic of South Africa

Companies and Intellectual  
Property Commission



2013/020224/08

CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION

Form CoR 14.1

Annexure A

- This form is issued in terms of section 13 of the Companies Act, 2008, and Regulation 14 of the Companies Regulation, 2011.
- Annexure A must be completed and attached to the Notice of Incorporation when it is filed.
- A public company, or a state owned company, must have at least 3 initial directors.
- A non-profit company must have at least 3 initial directors.
- A private company, or a personal liability company, must have at least 1 initial director.
- A company is not registered until the Commission has issued a Registration Certificate in Form CoR 14.3.

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 Incorporation  
Initial Directors of the Company

The incorporators confirm that each person named below has consented to being appointed in terms of section 66 (7) (b) as a director of the company, whose Memorandum of Incorporation is attached.

Full name / former name, if any: Mazurukile Cyril Gwala

Identity number: 551127 5654086

Nationality: South African

Passport number, if not South African: N/A

Date of appointment: INCORPORATION

Designation in the company: Director

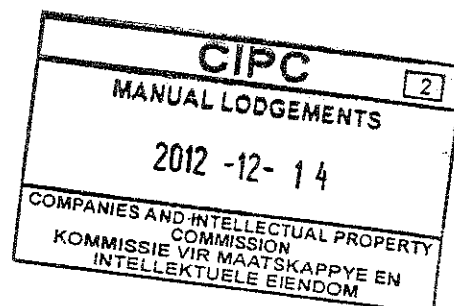
Residential address: 4 King Frederick Place, Manors,  
Pinetown, 3610

Business address: 305 Umhlanga Rocks Drive,  
La Lucia, 4051

Postal address: P.O. Box 22319, Glenashley  
4022

Occupation: Development Director

South African resident: ☒ (Yes) ☐ (No)



For Commission  
Use only

Commission file number:

Date filed:

Companies and Intellectual Property Commission  
Republic of South Africa
  
 2013/020224/08  
 CORNUBIA INDUSTRIAL AND BUSINESS  
 ESTATE MANAGEMENT ASSOCIATION

## Form CoR 14.1

## Annexure A

- This form is issued in terms of section 13 of the Companies Act, 2008 and Regulation 14 of the Companies Regulation, 2011.
- Annexure A must be completed and attached to the Notice of Incorporation when it is filed.
- A public company, or a state owned company, must have at least 3 initial directors.
- A non-profit company must have at least 3 initial directors.
- A private company, or a personal liability company, must have at least 1 initial director.
- A company is not registered until the Commission has issued a Registration Certificate in Form CoR 14.3.

Contacting the  
CommissionThe Companies and Intellectual  
Property Commission of South Africa

## Postal Address

 P.O. Box 429  
 Pretoria  
 0001  
 Republic of South Africa  
 Tel: 086 100 2472

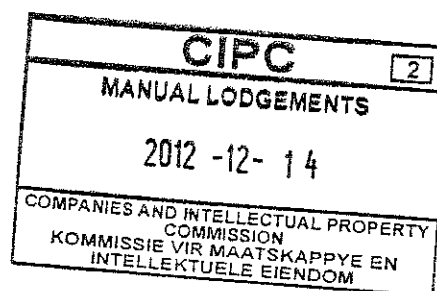
www.cipc.co.za

Notice of Incorporation  
Initial Directors of the Company

The incorporators confirm that each person named below has consented to being appointed in terms of section 66 (7) (b) as a director of the company, whose Memorandum of Incorporation is attached.

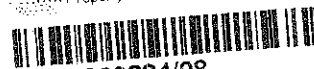
Full name / former name, if any: Karen Deirdre PetersenIdentity number: 711222 0165 08 4Nationality: South African

Passport number, if not South African: \_\_\_\_\_

Date of appointment: INCORPORATIONDesignation in the company: Development ExecutiveResidential address: 10c Nondoti Lane, Musgrave, Durban  
4001Business address: 305 Umhlanga Rocks Drive, La  
Lucia, 4051Postal address: P.O. Box 240, Ballito, 4420Occupation: Project ManagerSouth African resident: ☒ (Yes) ☐ (No)For Commission  
Use only

Commission file number:

Date filed:



2013/020224/08

CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION

# COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REPUBLIC OF SOUTH AFRICA

Companies and Intellectual  
Property Commission

a member of the sfi group

## Notice CoR 9.4

## Confirmation Notice of Name Reservation

### About this Notice

- This notice is issued in terms of Regulation 9,10 or 11 of the Companies Regulations, 2011.
- In terms of sections 12 (3) (b), and 160 of the Companies Act, 2008, any person with an interest in the use of the reserved name, or registered defensive name, as set out in this Notice, may apply to the Companies Tribunal for an order confirming or varying this Notice in whole or in part, or setting aside this Notice and directing the commission to cancel the reservation, or defensive registration, of the name.
- An application to the Companies Tribunal as discussed above may be made in Form CTR 142 any time within 3 months after the date on which that person received a copy of this Notice, or later with leave of the Tribunal for good cause.

Issue Date: 03/11/2012  
Print Date: 06/11/2012

### Concerning:

Applicant Name: VHUTSHILO LUKAS MUKWENA  
Applicant Address: PO BOX 7750, CENTURION, CENTURION, 0046  
File Number: 110315203

The Commission confirms that the application identified above has been approved, and the following name has been reserved in the name of VHUTSHILO LUKAS MUKWENA, under reservation number 110315203 from 03/11/2012 to 03/05/2013 : CORNUBIA INDUSTRIAL AND BUSINESS ESTATE MANAGEMENT ASSOCIATION

In Conjunction with this notice, the Commission has not issued any Notice contemplated in section 12 (3)

1) CORNUBIA INDUSTRIAL AND BUSINESS ESTATE MANAGEMENT ASSOCIATION (Comparative Name Exists)  
- CORNUBIA INDUSTRIAL AND BUSINESS ESTATE

### Contacting the Commission

The Companies and Intellectual Property  
Commission of South Africa

PO Box 429  
Pretoria, 0001  
Republic of South Africa  
Contact centre: 086 100 2472

www.cipc.co.za

<b>CIPC</b>		2
<b>MANUAL LODGEMENTS</b>		
2012 -12- 14		
COMPANIES AND INTELLECTUAL PROPERTY COMMISSION KOMMISSIE VIR MAATSKAPPE EN INTELLEKTUELE EIENDOM		

Regards

Astria Ludin

Commissioner: CIPC

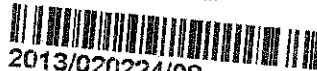


CoR 15.1E

Companies and Intellectual Property Commission  
Republic of South Africa

Memorandum of Incorporation  
Of

Companies and Intellectual  
Property Commission



2013/020224/08  
CORNUBIA INDUSTRIAL AND BUSINESS  
ESTATE MANAGEMENT ASSOCIATION

[Insert Name of Company] CORNUBIA INDUSTRIAL AND BUSINESS ESTATE MANAGEMENT ASSOCIATION NPC  
which is referred to in the rest of this Memorandum of Incorporation as "the Company".

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

SEE THE MOI

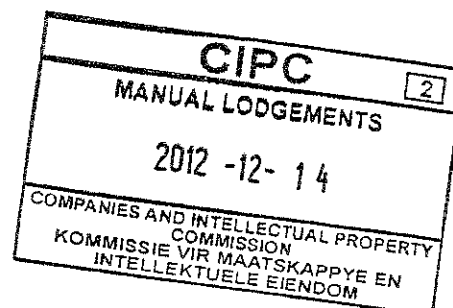
Adoption of Memorandum of Incorporation

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

Name of incorporator	Identity or Registration #	Signature	Date
Mtutuzeli Matshini	7210065694083		14/12/2012
Karen Deirdre Petersen	7112220165084		14/12/2012
Muzuvukile Cyril Gwala	5511275654086		14/12/2012

# MEMORANDUM OF INCORPORATION

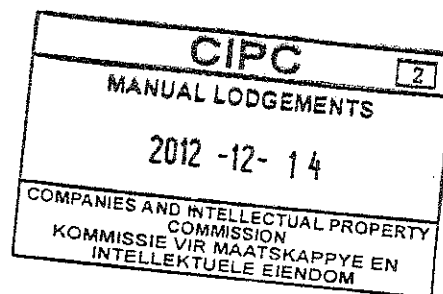
## CORNUBIA INDUSTRIAL AND BUSINESS ESTATE MANAGEMENT ASSOCIATION NPC



*MacRobert*  
Attorneys

Your strategic partner at law



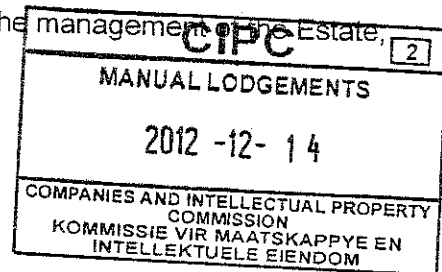


The Memorandum of Incorporation is as follows:

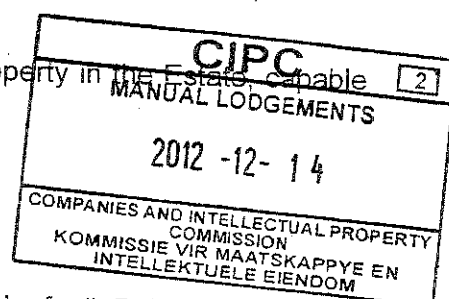
- 1 **INTERPRETATION**
  - 1.1 In this Memorandum of Incorporation, unless the context otherwise requires –
    - 1.1.1 “Act” means the Companies Act 71 of 2008 as amended from time to time;
    - 1.1.2 “MOI” means the Memorandum of Incorporation for the time being of the Association;
    - 1.1.3 “Association” means the Cornubia Industrial and Business Estate Management Association NPC;
    - 1.1.4 “Beneficial Interest” means, in the event of the Member being:
      - 1.1.4.1 a close corporation, the entire member’s interest in the close corporation;
      - 1.1.4.2 a company, all the issued shares in that company or
      - 1.1.4.3 a trust, the entire beneficial interest in that trust (as the case may be).
    - 1.1.5 “Board” means the Board of Directors of the Association for the time being;
    - 1.1.6 “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;
    - 1.1.7 “BROAD BASED BLACK ECONOMIC EMPOWERMENT” means the process of Black Economic Empowerment as envisaged in the Broad Based Black Economic Empowerment Act of 2003 and the Codes of Good Practice promulgated in terms of that Act (“BBBEE”).
    - 1.1.8 “Bulk” means:
      - 1.1.8.1 in respect of Property owned by any Member, except the Developer, the maximum floor area of building that a Member is permitted to erect on his Property in terms of the Scheme or in terms of his contractual obligations to the Developer, whichever is the lesser; and

- 1.1.8.2 in respect of Property owned by the Developer, means the Minimum Bulk, attaching to the said Property, as amended from time to time by the eThekweni Municipality, in terms of the Scheme;
- 1.1.9 "Common Spaces" means the common areas within the Estate, which areas shall include, inter alia, public and private open spaces, parks, certain areas of indigenous bush, certain road verges, private roads and public thoroughfares within the Estate;
- 1.1.10 "Design Review Panel" means the panel as provided for in Article 20 hereof;
- 1.1.11 "Developer" means Tongaat Hulett Developments Proprietary Limited (Registration No. 1981/012378/07), including its successors and assigns;
- 1.1.12 "Development Manual" means the Cornubia Industrial and Business Estate Urban Design Framework and Design Code, dated 29 September 2011, as amended and added to from time to time by the Developer during the Development Period, and thereafter, by the Board;
- 1.1.13 "Development Period" means the period from the date of registration of this Memorandum of Incorporation until such time as the Developer gives written notice to the Association of the termination of the Development Period;
- 1.1.14 "Directors" means the directors of the Association for the time being;
- 1.1.15 eThekweni Municipality" means the eThekweni Municipality, its successors in title or assigns;
- 1.1.16 "Environmental Management Programme" means the "Final Amended Environmental Management Programme for the proposed Cornubia Mixed Use Phase Development – Phase 1 Mount Edgecombe – Industrial and Business Estate" compiled by the Developer and SSI Engineers and Environmental Consultants and dated June 2012 (Reference No. DM/0189/12);

- 1.1.17 "finance committee" shall mean the committee appointed in accordance with Article 11.9 hereof;
- 1.1.18 "individual ownership" means ownership by a natural or juristic person or persons;
- 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 "Property" means any Subdivision whether such Subdivision is improved or not, and a sectional title unit under the provisions of the Sectional Titles Act, where a sectional title scheme has been established on any such Subdivision;
- 1.1.21 "Manager" means the person, corporation or association appointed by the Association, from time to time, to undertake the management of the Estate,
- 1.1.22 "Member" means:-
- 1.1.22.1 an Owner; and
- 1.1.22.2 the Developer, during the Development Period (although, it is recorded that, the Developer shall continue to be a Member after the expiry of the Development Period, if the Developer is then an Owner);
- 1.1.23 "office" means the registered office of the Association for the time being;
- 1.1.24 "Owner" means any person who is the registered owner of Property or an undivided share in Property;
- 1.1.25 "Plan" means the plan attached hereto marked annexure "A", drafted by Wall Marriott Paul & Borgen, professional land surveyors (drawing no. 5680/CIBE-MA/A) dated November 2012;



- 1.1.26 "Rules" mean the rules made by the Board in accordance with the provisions of Article 8.5 hereof;
- 1.1.27 "Scheme" means the Special Zone: Cornubia Industrial and Business Park Estate forming part of the Mount Edgecombe Town Planning Scheme in the course of preparation or any successor thereto;
- 1.1.28 "Sectional Titles Act" means the Sectional Titles Act No. 95 of 1986 as amended and any regulations in force thereunder from time to time;
- 1.1.29 "Services" means water, sewerage, refuse removal, electricity, telecommunications, security, landscaping, maintenance of Common Spaces and such other utilities or services as may be provided by the Association or any other supplier of services to the Estate, from time to time;
- 1.1.30 "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;
- 1.1.31 "Sub-Division" means any portion of freehold property in the Estate, capable of separate, individual, legal ownership;
- 1.1.32 "Total Bulk" means:
- 1.1.32.1 for the purposes of Article 3.4.1, the sum total of all Bulk owned by all Members, excluding any Bulk owned by the eThekweni Municipality or the Association itself; and
- 1.1.32.2 for the purposes of Article 14.4.2, the sum total of all Bulk owned by all Members excluding any Bulk owned by the eThekweni Municipality or the Association itself, and during the Development Period, shall also exclude any Bulk owned by the Developer;
- 1.1.33 "Estate" means the area outlined in red on the Plan, (which is Annexure "A")



hereto), comprising the immovable property more fully described as :

- 1.1.33.1 Erf 1 Cornubia;
- 1.1.33.2 Portion 2 of Erf 4 Cornubia;
- 1.1.33.3 Portion 3 of Erf 4 Cornubia;
- 1.1.33.4 A portion of Remainder of Erf 4 Cornubia;
- 1.1.33.5 Portion 1 of Erf 5 Cornubia;
- 1.1.33.6 A portion of Remainder of Erf 5 Cornubia and
- 1.1.33.7 Erf 28 Cornubia;

and any other property that may be included in the Estate as contemplated in Article 27 hereof, including any subdivision of the aforesaid properties but excluding any property which is owned by the eThekweni Municipality (or which otherwise constitutes a public road) or is excluded by the Developer in terms of Article 28 hereof.

- 1.1.34 Words and expressions used and not otherwise defined in this Memorandum of Incorporation shall have the meaning assigned to them by the Act.
- 1.1.35 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.
- 1.1.36 The heading above any of this Memorandum of Incorporation is intended for reference purposes only and shall not influence the interpretation of the Articles.
- 1.1.37 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 Property shall be transferred unless it is a condition of such transfer that the transferee, in a manner acceptable to the Association, agrees to become a Member and is admitted as a Member in terms of Article 2.2.1;

2.1.2.1        In order to procure compliance with the provisions of this Memorandum of Incorporation, it shall be registered as a Condition of Ownership of Property that no Property shall be alienated without the prior 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);

Notwithstanding anything contained herein or elsewhere, the Developer shall not be required to obtain the consent of the Association when transferring any Property owned by the Developer nor shall consent be required from the Association to the mortgage any Property simultaneously with the transfer thereof from the Developer.

For the purposes of this clause "alienate" means to alienate Property 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, mortgage, 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.

2.1.4 In the event of Property 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 parties becoming Owners.

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

## 2.2 **Admission of Members**

2.2.1 The members of the Association shall be the Developer, during the Development Period, and those persons who, from time to time, become a member 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 Property 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 Property, has complied with this Memorandum of Incorporation and all the Association's requirements, rules and regulations (and in no way detracting from the generality of the aforesaid), has made payment of any amounts due by such transferor to the Association.

2.2.3 Members shall all be of a single class, being voting members, each of whom shall have a vote, the value of which shall be calculated in accordance with the provisions of Article 3.4.1 hereof;

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 an owner of Property 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 business days notice in writing and any other general meeting shall be called by not less than 15 (Fifteen) clear business 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**

3.3.2.1.1 A quorum for a general meeting shall be Members holding between them, in aggregate, not less than 5% (Five Percent) of the voting rights in the Association, present, in person or by proxy, and entitled to vote (subject to a minimum of 2 (Two) Members personally present), provided that for the Development Period, 1 (One) of such Members must be the Developer;

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. Notwithstanding the foregoing, during the Development Period, the chairman and deputy chairman shall be nominees of the Developer.
- 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 Subject to the provisions of Article 3.4.2, 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

demand, 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.

### **Proxy**

- 3.3.8 The instrument appointing a proxy shall be in writing, dated and signed by the Member and shall be in such other form as the Board may 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 specifically 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 Subject to the provisions of Article 3.4.2, 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 each Member's vote shall be calculated with reference to the Bulk attaching to the Property owned by such Member represented as a percentage of the Total Bulk at that point in time, provided that where a Member owns a Sectional Title unit, the value of that Member's vote shall be calculated by dividing the Bulk attaching to the Subdivision on which the Sectional Title Scheme is situated by the Total Bulk at that point in time, multiplied by the Member's unit's participation quota vis-à-vis the Sectional title Scheme;

3.4.2 Notwithstanding the foregoing, during the Development Period, the Developer shall, for the purposes of voting on any proposed resolution of the Association, be deemed to have the higher of the actual number of votes that then vest in the Developer and the number of votes as are held, in aggregate, by all of the other Members present in person or by proxy at the relevant meeting.

### 3.5 **RESOLUTIONS OF MEMBERS**

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

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

resolution.

**4 INSPECTION OF MINUTES**

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

**5 DIRECTORS (TERMS OF OFFICE)**

5.1 The number of Directors and the election thereof shall be determined from time to time by the Members in general meeting subject to the following provisions:

5.1.1 During the Development Period, there shall be a maximum of 7 (Seven) Directors and a minimum of 3 (THREE) Directors, 4 (FOUR) of whom shall be nominees of the Developer.

5.1.2 After the expiry of the Development Period, there shall be a maximum of 10 (Ten) Directors and a minimum of 4 (Four) Directors;

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

5.1.4 A nominee of the Developer shall be a director for so long as the Developer 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 Developer 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 his 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 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 Developer, his successor shall be appointed by the Developer. The validity of any resolutions taken or acts performed by the Board 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 Developer, 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 Directors shall have the power to co-opt persons for the purposes of assisting the Directors in carrying out any of their functions. Any person so co-opted shall be entitled to attend board meetings but shall not be a director and 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, provided that for the Development Period, the Chairman and the Deputy Chairman shall be directors nominated by the Developer.

## **6 ALTERNATE DIRECTORS**

6.1 Any Director appointed by the Developer may for any reason, and at or for any time, appoint an alternate, provided that such appointment is first verified by the Board.

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.



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 specifically required by the Act, or by this Memorandum of Incorporation, to be exercised by the Association in general meeting.
- 8.2 Without in any way affecting the generality of Article 8.1 the Board shall have the power to enter into contracts and agreements with third parties to give proper effect to the provisions of this Memorandum of Incorporation.
- 8.3 The Board may, pursuant to their rights, obligations and duties in terms of this Memorandum of Incorporation and as provided for and contemplated under this Memorandum of Incorporation, incur such expenditure as is necessary and/or requisite and howsoever arising to enable them to give proper effect to the provisions of the Memorandum of Incorporation of the Association.
- 8.4 After the termination of the Development Period, the Association in general meeting, shall have the right to limit and restrict the powers of the Board, provided that no such 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 conduct 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 Estate, for the purposes of giving proper effect to the provisions of the Memorandum of Incorporation and for any other purpose which powers shall include the right to impose reasonable financial penalties to be paid by those Members who fail to comply with the provisions of this Memorandum of Incorporation or the conduct rules.
- 8.5.1 In no way detracting from the generality of the aforesaid, the Board may from time to time make conduct rules, applicable within Estate, 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 Estate;
  - 8.5.1.3 the placing of movable objects upon or outside the buildings included in the Estate, 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 Estate and the prevention of nuisance of any nature to any owner of immovable property in the Estate;
  - 8.5.1.6 the use of Property within the Estate;
  - 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 Spaces, sidewalks, open spaces and savannahs;
  - 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 and their tenants of buildings and other structures and the upkeep, aesthetics and maintenance of such buildings;
- 8.5.1.13 the use of road frontages and parking areas;
- 8.5.1.14 security;
- 8.5.1.15 the procedure in having building plans approved of by the Design Review Panel and the Local Authority and
- 8.5.1.16 generally in regard to any other matter which the Association from time to time considers appropriate.

#### **8.5.2 Enforcement of Conduct 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 conduct 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 conduct rules by any tenant or occupier of any Property owned by the Member, such breach shall be deemed to have been committed by the Member and the Board shall be entitled to take such action as they deem fit against the responsible Member.
- 8.5.2.3 Notwithstanding the foregoing, the Board may in the name of the Association enforce the provisions of any conduct 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 conduct rules made by the Board shall reasonably be in the interest of the Association and the Estate and, where applicable, shall apply equally to all Members or "class" of members, as the case may be.

8.7 The conduct 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, as provided for in 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 Developer, on the Developer revoking his appointment.
- 10.7 if the Director is otherwise ineligible or disqualified from serving as a Director on the grounds set out in Section 69 of the Act.
- 11 **PROCEEDINGS AT MEETINGS OF DIRECTORS**
  - 11.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit but shall meet at least 4 (Four) times during a financial year.
  - 11.2 A Director may, on 7 (Seven) day's written notice to all other Directors, at any time summon a meeting of the Directors.
  - 11.3 The quorum necessary for the transaction of the business of the Directors shall be at least 50% of the total number of Directors, provided that for the Development Period at least one of such Directors must be the nominee of the Developer;
  - 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 subject to the provisions of Article 5.7.

- 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. Notwithstanding the foregoing, during the Development Period, the Directors who are nominees of the Developer and are present at such meeting, shall, for the purposes of voting on any proposed resolution of the Board, be deemed, jointly, to hold between them 51% of the votes of Directors present at the meeting.
- 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 Estate. 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 Estate including, but in no way limited to, the provision of security services for the Estate, garden maintenance services, verge and private road maintenance, insurance premiums, the payment of rates and taxes and other charges on the Estate levied by the local or any other authority, any charges for the supply of electric current, gas, water, fuel and sewage disposal, refuse collection and any other services to the Estate including any matter arising from the provisions of Article 13, and any services required by the Association to enable it to carry out its main and ancillary objects (including any required capital expenditure), for the covering of any losses suffered by the Association, for the payment of any premiums of insurance and of all other expenses incurred or to be incurred in relation to the Estate and for the discharge of any other obligation of the Association (provided that nothing in this Memorandum of Incorporation shall be construed as obliging the Association to pay service charges due by Owners to the relevant authority).

14.2      All levies due by Members shall be payable to the Association immediately same become due and owing without deduction, demand or set-off.



- 14.3 Notwithstanding anything contained herein or elsewhere, during the Development Period, the Developer alone in his sole and absolute discretion, shall determine what portion of the total expenditure of the Association is to be paid by the Developer.
- 14.4 Subject to the provisions of Articles 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:
- 14.4.1 they shall assign those costs arising directly out of the Property itself to the Member owning such Property;
- 14.4.2 they shall assign those costs relating to the Estate generally, (including but in no way limited to, the maintenance of the Common Spaces) to a Member in the ratio of Bulk attaching to that Member's Property represented as a percentage of the Total Bulk at that point in time (after deduction of the Developer's contribution referred to in Article 14.3 above), provided that, for the purposes of this Article 14.4.2, the Bulk attaching to a Sectional Title unit, shall be deemed to be calculated by dividing the Bulk attaching to the Subdivision, on which the Sectional Title Scheme is situated, by the Total Bulk at that point in time, multiplied by the Member's unit's participation quota vis-à-vis the Sectional Title Scheme;;
- provided however that the Board may (subject to the provisions of Article 14.3 above) 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.
- 14.5 All contributions received from Members and the Developer shall forthwith be deposited in a separate account which the Association shall open and keep with a financial institution.
- 14.6 The monies in the levy fund shall be utilised to defray the expenses referred to

in clause 14.1 above.

- 14.7 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.
- 14.8 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.
- 14.9 Subject to the provisions of Article 14.3, 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 14.4.
- 14.10 A Member shall not be entitled to demand repayment of any amount standing to the credit of his levy account.
- 14.11 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.
- 14.12 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).

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

## 15 **ACCOUNTING RECORDS**

- 15.1 The Board shall cause such accounting records as are prescribed by the Act to be kept. Accounting records shall be deemed to be proper if they represent fairly the state of affairs and business of the Association and to explain the transactions and financial position of the trade or business of the Association.
- 15.2 The accounting records shall be kept at the registered office of the Association or at such other place or places as the Board think fit, and shall always be open to inspection by the Members.

## 16 **ANNUAL FINANCIAL STATEMENTS**

- 16.1 The Board shall from time to time, in accordance with the Act, cause to be prepared and laid before the Association in general meeting such financial statements as are prescribed by the Act.
- 16.2 A copy of any annual financial statements shall be laid before the Association in annual general meeting. A copy of the aforesaid financial statements 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 Memorandum of Incorporation 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**

Subject to the provisions of Article 21.4.2, 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 PANEL**

20.1 The Design Review Panel shall be comprised of:

20.1.1 during the Development Period, an architect, urban designer or other competent professional and two (2) other individuals appointed by the Developer. The balance of the members of the Panel shall be appointed by the Board, provided that the Board shall not make any appointment in terms hereof to the Design Review Panel unless such appointee has been pre-approved of by the Developer (which approval shall not unreasonably be withheld) and

20.1.2 after the expiry of the Development Period, three (3) individuals appointed by

the Board provided that at all times at least one of the members of the Design Review Panel shall be an architect.

- 20.2 The Design Review Panel shall act as, *inter alia*, an aesthetics committee with a view to ensuring any development within the Estate is in accordance with the Development Manual, the Scheme and with standards and an architectural theme which will enhance the attraction of the Estate as a whole.
- 20.3 The Board shall ensure that the Design Review Panel carries out all the functions and duties entrusted to it so as to give proper effect to the provisions of the Development Manual.
- 20.4 Any individual appointed to the Design Review Panel by the Developer may, for any reason or for any time, appoint an alternative.
- 20.5 The Chairman and Deputy Chairman of the Design Review Panel shall be elected by the Panel at their first meeting in the financial year of the Association, provided that, during the Development Period, the Chairman and Deputy Chairman shall be members of the Panel nominated by the Developer.
- 20.6 A meeting of the Design Review Panel may be called by any Member on 14 (Fourteen) days' written notice to the other Members.
- 21 **REPAIR, UPKEEP, ADMINISTRATION, MANAGEMENT AND CONTROL OF THE ESTATE**
- 21.1 **Buildings and improvements**
- 21.1.1 In order to procure compliance with the nature and amenity of the Estate nothing shall be placed on or attached to a building or any other structure, visible from outside of the building or such other structure without the consent of the Design Review Panel and no building, extension or alteration to an existing building or other structure shall be built or erected within the Estate, other than in accordance with the Scheme, the Development Manual and plans approved by the Design Review Panel which approval shall be in writing and

signed by a duly authorised representative of the Design Review Panel. The Design Review Panel shall be entitled to charge members a fee, as determined by the Board in this regard. Before giving such approval, the Panel may require that there be lodged with them such description and/or drawing and/or plan as may be necessary, in the opinion of the Panel, to enable them to consider the matter. Any approval as contemplated herein may be subject to such conditions as the Design Review Panel may deem fit. In the event of any building or other structure being erected, save in accordance with the plans approved of by the Design Review Panel as set out in this clause, then in that event, the Board 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 Panel and recover the costs of such alterations from the relevant owner in question which amount shall be deemed to be part of the levy due by the Member to the Association. Notwithstanding the foregoing, the provisions of this clause shall not be binding on the Developer during the Development Period. 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 Property 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 Property is undeveloped, it is kept grassed and mowed. An Owner shall, on receipt of a notice given by the Design Review Panel, undertake such work as may be specified in such notice relevant to such Owner's Property. Should an owner fail to carry out any work as required by the Design Review Panel, after the Design Review Panel has given the Owner notice, which the Design Review Panel deems reasonable in the circumstances, so as to comply, the Board shall be entitled to carry out such work and to recover the reasonable costs thereof from the Member concerned, which amount shall be deemed to be part of the levy due by the Member to the Association.

## 21.2 Landscaping

- 21.2.1 Save as may otherwise be agreed by the Board, any landscaping on Property

to be undertaken by a Member shall be undertaken in accordance with a landscape plan approved by the Design Review Panel and no Member shall commence landscaping of any Property 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 Estate or attempt to erect any fence or wall or any other structure or remove same on any Property without the prior written consent of the Design Review Panel. Notwithstanding the foregoing, the provisions of this clause shall not be binding on the Developer during the Development Period.

21.3 **Provision of Services**

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

- 21.3.2 In no way detracting from the generality of the aforesaid, it is recorded that should the local authority or any other service provided not have the means, or be unwilling, to maintain or provide the normal municipal services within the Estate, the Association may, if the Board in its sole discretion deems it appropriate, take over the responsibility for providing and maintaining such services.

21.4 **Use of Common Spaces and Private Roads**

- 21.4.1 Members, their employees and invitees shall be entitled to use all Common Spaces and Private Roads, owned or managed by the Association in the Estate, 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 Property 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 Estate or the transfer of such accesses to a local authority, as public roads.

#### 21.5 **Maintenance of Building**

Save where such work is carried out by the Association, the exterior of every building shall be maintained and kept in a clean, tidy and neat condition by the Member and no Member shall be entitled to apply paint or any similar material to any exterior part of his building without the prior written consent of the Design Review Panel which consent shall not unreasonably be withheld. An Owner shall, on receipt of a notice given by the Design Review Panel, undertake such work as may be specified in such notice relative to such Owner's building. Should an Owner fail to carry out any work as required by the Design Review Panel, after the Design Review Panel has given the owner notice, which the Design Review Panel 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 Member concerned which amount shall be deemed to be part of the levy due by the Member to the Association.

#### 21.6 **Occupation of Building**

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 within the Estate or allow any other person to use such building for purposes not permitted by the Scheme or this Memorandum of Incorporation or the Rules, nor occupy any building not approved of by the Design Review Panel and confirmed in writing by the Design Review Panel as being complete and compliant with its requirements.

#### 21.7 **Services**

Inasmuch as the provision, establishment, maintenance and repair of services may be required to take place in the Estate, Members shall be obliged to

accept the laying out and installation of such services across their Property, in such places as the Design Review Panel determines, from time to time. The Design Review Panel or persons authorised by it, shall be entitled to enter upon such Property 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 the Estate**

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

**Maintenance of Common Spaces, Sidewalks and Municipal Services**

21.9      The Association shall be responsible for the maintenance, upkeep and repair of the Common Spaces..

21.10     The Association shall negotiate and liaise with the local authority and other service providers in order to ensure a high level of services is provided to the Estate. However in the event of the Local Authority, or any other provider of services to an area in, or in the vicinity of the Estate, 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 may provide and maintain such services (in consultation, where possible, with such Local Authority or other service provider).

21.11     The Association shall be responsible for the landscaping and maintenance of the public sidewalks within the Estate. In addition, the Association shall have the power to control, manage and prevent street vending on public sidewalks or any Common Spaces within the Estate.

- 21.12 It is recorded that the Association will be the holder of a number of servitudinal rights over various immovable properties within the Estate (including, but not limited to right of way servitudes, sidewalk servitudes, parking servitudes, landscaping servitudes and non-user servitudes). Although the Board 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.

21.11 **Environmental Management Programme**

Notwithstanding anything contained herein or elsewhere, no immovable property within the Estate shall be developed or utilized in any manner save in accordance with the Environmental Management Programme.

21.12 **Development Manual**

Notwithstanding anything contained herein or elsewhere, no immovable property within the Estate shall be developed save in accordance with the provisions of the Development Manual.

22 **ENFORCEMENT OF OBLIGATIONS OF OWNERS**

Should any Member, or any lessee of a Member, fail to perform any obligation incumbent upon him, if applicable, within the period of any notice given for compliance, the Board shall be entitled, but not obliged, to do such things and incur such expenditure as is, in the opinion of the Board, necessary and/or requisite to procure compliance. The costs thereby incurred by the Association shall be a debt due by the Member concerned, which shall be payable on demand. The Member shall be obliged to bring to the attention of any tenant of his Property, the rules and regulations of the Association and shall ensure such tenant complies with the aforesaid rules and regulations. In addition, a Member

shall utilise its best endeavours to ensure that any invitee of the Member who goes upon the Estate complies with the Association's rules and regulations.

## 23 **SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

23.1 The Association shall promote and protect responsible social and environmentally sustainable practices and policies within the Estate, which shall include, but in no way limited to, the promotion of Broad Based Black Economic Empowerment.

23.2 In addition, in conducting its affairs, the Association shall endeavour to promote partnerships with neighbouring communities, government and non-governmental organisations and with programmes aimed at social economic development and social upliftment.

23.3 The Association shall promote socio-economic development initiatives amongst its Members.

## 24 **CORNUBIA UMBRELLA MANAGEMENT ASSOCIATION NPC**

It is recorded that should the Developer, in its sole and absolute, discretion elect to form and incorporate the Cornubia Umbrella Management Association NPC, (which, it is recorded, shall be a non-profit company the Developer proposes incorporating for the purposes of administering the entire Cornubia Precinct, of which the Estate only forms a part), then in that event, the Association shall become and remain a member of the Cornubia Umbrella Management Association NPC. In addition, the Association shall at all times comply with its obligations as a member of the aforesaid Cornubia Umbrella Management Association NPC, including, but in no way limited to, the payment of a levy to the Cornubia Umbrella Management Association to meet its expenses, which levy shall be calculated in accordance with the aforesaid Cornubia Umbrella Management Association's Memorandum of Incorporation.

## **25 SPECIAL RATINGS AREA**

- 25.1 Should, at any stage in the future, the Board deem it in the best interest of the Members, the Board may pursue inclusion of the Estate within a "special rating area" as contemplated in Section 22 of the Municipal Property Rates Act 6 of 2004 (as amended) or any similar legislation. However, the approval of Members in a general meeting, to the specific terms and conditions of the incorporation of the Estate into such special rating area shall be required before same may be finalised.

## **26 DEVELOPER'S RIGHTS REGARDING THE ESTATE**

The Developer shall, during the Development Period, be entitled to develop any Property within the Estate of which it is the owner in conformity with the Scheme, without the approval of the Association.

## **27 INCORPORATION OF ADDITIONAL LAND**

- 27.1 The Developer may, on notice in writing to the Board, have any land contiguous to the Estate (as currently defined in this Memorandum of Incorporation) incorporated into the Estate. The date of such incorporation of any aforesaid additional land shall be the date on which notice is given by the Developer to the Board. (Provided that, for the purposes of this clause 27.1, any property separated from the Estate by a public road, shall be regarded as contiguous to the Estate).
- 27.2 In addition, the Developer may, with the prior written consent of the Board, incorporate any additional land into the Estate which is not contiguous to the Estate (as currently defined in this Memorandum of Incorporation).

## **28 EXCLUSION OF PROPERTY**

The Developer may, on notice in writing to the Board, have any Property

owned by the Developer, excluded from the Estate. The date of such exclusion of any aforesaid Property shall be the date on which notice is given by the Developer to the Board.

29      **AMENDMENT TO MEMORANDUM OF INCORPORATION**

Save as otherwise herein provided, this Memorandum of Incorporation may only be amended or varied by way of a Special Resolution of Members, provided that during the Development Period, this Memorandum of Incorporation shall not be varied or amended without the prior written consent of the Developer.

30      **DISCLAIMER OF RESPONSIBILITY**

30.1      The Association shall not be liable for any injury to any person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon the Estate regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring within the Estate. 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.

30.2      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, for any injury or loss or damage of any description which the Member or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Estate, regardless of the cause thereof.

30.3      Members hereby 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 30.

## 31 DETERMINATION OF DISPUTES

- 31.1 Subject to the provision of this Memorandum of Incorporation, and in particular, subject to Article 14.13 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, 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 90 (ninety) days, then such dispute or difference shall be submitted to arbitration in accordance with the provisions set out below.
- 31.2 The arbitrator shall be if the question in issue is:
- 31.2.1 primarily an accounting matter, an independent chartered accountant of not less than 15 (fifteen) years standing as such appointed by the President for the time being of the South African Institute of Chartered Accountants in Kwazulu-Natal;
- 31.2.2 primarily a legal matter, a practising senior Advocate of not less than 10 (ten) years standing as such, or a practising attorney of not less than 15 (fifteen) years standing as such, in either event as may be appointed by the President for the time being of the KwaZulu-Natal Law Society (or any body enacted to replace such Society);
- 31.2.3 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 KwaZulu-Natal Law Society (or any body enacted to replace such Society) regard being had to the needs of the dispute and the qualifications required therefor.
- 31.2.4 If agreement cannot be reached within 10 (ten) business days after the

arbitration has been demanded as to whether the question in issue falls under 31.2.1, 31.2.2 or 31.2.3, then a practising Advocate of not less than 10 (ten) years standing or alternatively practising attorney of not less than 15 (fifteen) years standing as such, as agreed between the parties and failing agreement as may be appointed by the President for the time being of the KwaZulu-Natal Law Society (or any body enacted to replace such Society) as soon as possible thereafter, shall determine that issue so that an arbitrator can be appointed and the arbitration can proceed as soon as reasonably practical in the circumstances.

31.2.4.1 The arbitration referred to in 31.1 shall be held:

31.2.4.1.1 in a summary manner, i.e. on the basis that it shall not be necessary to observe or carry out either:

31.2.4.1.2 the usual formalities or procedure, which may be otherwise be prescribed in terms of the laws referred to in clause 31.4.3 below, or

31.4.1.2 the strict rules of evidence;

31.4.2 immediately and with a view to it being completed within 30 (thirty) days of the appointment of the arbitrator having particular regard to any urgency regarding the matter in issue, provided that should any party to such dispute delay or omit to fulfil any act required of it to enable the arbitration to be duly completed within the period aforesaid, any other party hereto shall be entitled at its election and upon the expiration of 6 (six) days' notice to the defaulting party to that effect, without such defaulting party having remedied its default or omission to the satisfaction of the arbitrator, either to require the arbitrator summarily without hearing the parties to determine the rules of procedure for the finalising of the arbitration proceedings within such further period not exceeding 14 (fourteen) days beyond the original 30 (thirty) day period as the arbitrator may determine, or alternatively and in the discretion of the party serving such 6 (six) day notice aforesaid, to require the arbitrator to proceed with the arbitration without the further participation of the defaulting party, in which event the defaulting party



shall be barred from participating in the further conduct of the arbitration other than at the hearing thereof, and the decision of the arbitrator then to proceed with the arbitration, either with the presence or in the absence of the defaulting party, will be competent, or further alternatively and in the discretion of the party serving the 6 (six) day notice aforesaid, such party shall be entitled to have recourse to the competent Court having jurisdiction, in which event the arbitrator shall then be entitled to make an award of any wasted costs occasioned by the proceedings, and whereupon such arbitration proceedings shall then terminate and the wasted costs borne by the party against whom the award is made, and the decision of the arbitrator as to such costs shall be final and binding upon the relevant parties;

31.4.3 otherwise, but subject to the relevant provisions hereof and subject to any other alternative directions which the arbitrator may and shall be competent to prescribe, under the provisions of the arbitration laws of the place in which the arbitration takes place as amended from time to time.

31.5 The arbitrator shall:

31.5.1 be entitled to make any award as to costs of the proceedings;

31.5.2 decide the matter submitted to him according to what he considers just and equitable in the circumstances, and shall have regard to the desire of the parties to dispose of such dispute expeditiously, economically and confidentially, and the strict rules of law need not be observed or taken into account by him in arriving at his decision.

31.6 The parties irrevocably agree that the decision of those arbitration proceedings:

31.6.1 shall be binding on all of them and shall be forthwith carried into effect;

31.6.2 may at the instance of any party hereto be made an Order of Court of competent jurisdiction, provided that such proceedings for such Order of Court shall not delay in any way at all the due execution and carrying into effect of the arbitrator's award.

- 31.7 Notwithstanding anything to the contrary contained in this Article 31, the provisions hereof shall not preclude any party hereto from taking any action against any other party or parties to the dispute in any competent Court having jurisdiction where such action is reasonably required either to restrain temporarily pending the outcome of any arbitration proceedings as hereinbefore provided for, any party hereto from commencing or continuing any action or course of action or likewise to enforce temporarily pending such arbitration proceedings any omission by any party, which action, course of action or omission is or is likely to materially prejudice any party hereto, and regard being had to all the circumstances, is of such an urgent nature that it would not be appropriate merely to have recourse to arbitration proceedings, the parties agreeing that the test to be generally applied being that which would otherwise entitle any party hereto to an urgent interdict against any other party in accordance with the relevant laws applicable.