

REGISTRATEUR VAN MAATSKAPPYE  
EN VAN BESLOTE KORPORASIES  
2002-05-03  
REGISTRAR OF COMPANIES  
AND OF CLOSE CORPORATIONS

REGISTRATEUR VAN MAATSKAPPYE  
EN VAN BESLOTE KORPORASIES  
2002-05-09  
REGISTRAR OF COMPANIES  
AND OF CLOSE CORPORATIONS

REPUBLIC OF SOUTH AFRICA  
COMPANIES ACT, 1973

ARTICLES OF ASSOCIATION OF A COMPANY NOT HAVING A SHARE  
CAPITAL

(Section 60(1): Regulation 18)

SA Companies Registration  
BIRDWOOD HOME OWNERS ASSOCIATION

2002/010913/08

REGISTRATEUR VAN MAATSKAPPYE  
EN VAN BESLOTE KORPORASIES  
2002-04-18  
REGISTRAR OF COMPANIES  
AND OF CLOSE CORPORATIONS

Name of Company: BIRDWOOD-ESTATE HOME OWNERS' ASSOCIATION

(INCORPORATED UNDER SECTION 21)

- A. The Articles of Table A contained in Schedule 1 to the Companies Act, 1973, shall not apply to the company.
- B. The Articles of the company are as follows:

1. INTERPRETATION

In these Articles, unless the context otherwise requires-



- 1.1 "the Companies Act" means Act 61 of 1973, as amended or any Act which replaces it;
- 1.2 "the developer" means NEW MOON PROPERTY DEVELOPERS (PTY) LTD
- 1.3 "the development period" means the period from the incorporation of the company until the developer ceases to be the registered owner of more than 50% of the land within the property;
- 1.4 "the land" means any erf on the property, or any approved subdivided portion thereof excluding the streets;
- 1.5 "the manager" means the manager appointed from time to time in terms of Article 10;
- 1.6 "members" means the persons referred to in Article 4.1 as read with Articles 4.2 to 4.9;
- 1.7 "the open spaces" means the common areas, amenities, recreational areas and open spaces on the property;
- 1.8 "profits" includes revenue and capital profits;
- 1.9 "property" means the township of IFAFI EXTENSION 2 Registration Division J.Q. North-West Province;
- 1.10 "register" means the register of members kept in terms of the Statutes;



- 1.11 "the Republic" means the Republic of South Africa
- 1.12 "the rules" means the rules made by the directors in terms of Article 6 as they apply from time to time;
- 1.13 "the Statutes" means the Companies Act and any and every other statute or ordinance from time to time in force concerning companies and necessarily affecting the company;
- 1.14 "the recreational area" means those areas on the property so designated by the developer from time to time;
- 1.15 references to members represented by proxy shall include members represented by an agent appointed under a general or special power of attorney and references to members present or acting in person shall include corporations represented or acting in the manner prescribed in the Statutes;
- 1.16 expressions defined in the Companies Act, or any statutory modification thereof, in force at the date on which these Articles become binding on the company shall have the meanings so defined; and
- 1.17 words in the singular number shall include the plural and words in the plural number shall include the singular, words importing the masculine gender shall include females, and words importing persons shall include bodies corporate.



## 2. PRELIMINARY

2.1 If the provisions of these Articles are in any way inconsistent with the provisions of the Statutes, the Statutes shall prevail, and these Articles shall be read in all respects subject to the Statutes.

2.2 Notwithstanding the omission from these Articles of any provisions to that effect, the company may do anything which the Companies Act empowers a company to do if so authorised by its articles of association.

## 3. PUBLIC COMPANY

The company is a public company.

## 4. MEMBERS

4.1 The following persons shall be the first members of the company

WHJ BESTER

JJ VAN WYK

W BESTER

G FERREIRA

FG DE CLERCQ

MJM BESTER

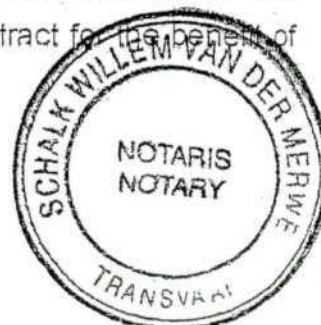
SW VAN DER MERWE

The members shall from time to time consist of

4.1.1 During the development period 6 nominees of the developer who are registered owners of the land, and



- 4.1.2 any person, including the developer, who is the registered owner of the land.
- 4.2 The developer shall be entitled from time to time on notice to the company to terminate the membership of any person nominated as a member of the developer in terms of Article 4.1.1 and to nominate some other person as a member of the company in his stead.
- 4.3 No person other than a person referred to in Article 4.1 shall be entitled to be a member of the company.
- 4.4 Where two or more persons are registered as the owners of land in the development all the registered owners of that land shall be deemed to be one member of the company.
- 4.5 When a member ceases to be the registered owner of land he shall ipso facto cease to be a member of the company.
- 4.6 The developer shall, when it is no longer the registered owner of any erven in the township cease to be a member of the company. Until such time it shall have one vote for each erf or approved subdivided portion of an erf in the township, subject to the provision of clause 14.
- 4.7 A member shall not sell or otherwise agree to alienate any land unless it is a condition of such agreement that-
- 4.7.1 the persons to whom the land is to be sold is otherwise to be alienated ("the transferee") has bound himself, to the satisfaction of the company, as a contract for the benefit of



the company, to become a member of the company upon transfer of the land to him

4.7.2 the registration of transfer of the land to the transferee shall *ipso facto* constitute the transferee as a member of the company.

4.8 A member may not resign as a member of the company.

4.9 The company shall keep a register of members at the place and in the manner specified in the Companies Act.

## 5. LEVIES

5.1 The directors shall, from time to time, make levies upon the members for the purpose of meeting all the expenses which the company has incurred, or which the directors reasonably anticipate the company will incur, in the furtherance of its objects.

5.2 The members, save for the owner or owners of the property who shall have no liability in this regard, shall be liable in respect of any levy made in terms of Article 5.1 in equal shares, provided that any member who is the registered owner of more than one piece of land shall be liable to make payment of such share of the levy in respect of each piece of land owned by him, and provided further that the members nominated by the developer in terms of Article 4.1.1 shall ~~not~~ be liable in respect of any levy.

5.3 The directors shall, prior to the end of each financial year, prepare an itemised estimate of the anticipated income and expenditure



(which may include the company during the ensuing financial year, estimate the amount required to be levied upon the members during such ensuing financial year and impose a levy upon the members in such estimated amount.

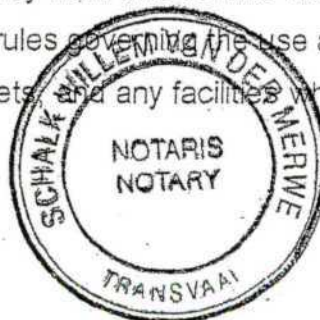
- 5.4 The directors shall, as soon as possible after the imposition of the levy in terms of Article 5.3, advise each member who is liable therefore in writing of the amount payable by him. Such amount shall be payable in equal monthly installments due in advance on the first day of each month of the financial year.
- 5.5 The directors may from time to time make special levies upon the members or call upon them to make special contributions in respect of all such expenses as are mentioned in Article 5.1 above (which are not included in any estimate made in terms of Article 5.3) and such levies and contributions may be made payable in one sum installments (with or without interest and if with interest at such rate as may be determined by the directors and at such time or times as the directors shall think fit.
- 5.6 Interest shall be payable on arrear levies at such rate as may from time to time be determined by the directors.
- 5.7 Any amount due by a member by way of a levy or interest thereon shall be a debt due by him to the company
- 5.8 The obligations of a member to pay levies shall cease upon his ceasing to be a member, without prejudice to the company's right to recover arrear levies and interest thereon.



- 5.9 No levies or interest paid by a member shall under any circumstances be repayable by the company upon his ceasing to be a member.
- 5.10 A member's successor-in-title to the land shall be liable, with effect from the date upon which he becomes member pursuant to the transfer of that land, to pay the levy attributable to that land.
- 5.11 A member shall be liable for and pay all legal costs, including costs as between an attorney and his own client, and collection commission, expenses and charges incurred by the company in obtaining the recovery of arrear levies or any other arrear amounts due and owing by such member to the company.
- 5.12 No member shall be entitled to any of the privileges of membership unless and until he shall have paid every levy and interest thereon, and any other sum, if any, which may be due and payable by that member to the company, from whatsoever cause arising.
- 5.13 The directors shall from the date of commencement of business of the company until differently decided by special resolution, raise levies in accordance with the principles set out above, *mutatis mutandis*.

## 6. RULES

- 6.1 Subject to any restriction imposed or direction given at a general meeting of the company, the directors may from time to time make, and from time to time amend or add to, rules governing the use and enjoyment of the open spaces, the streets, and any facilities which



may exist on the property which are intended for the general use, enjoyment and amenity of the members, and for the security, access to and safety of the property and all persons therein.

6.2 For the enforcement of any of the rules made by the directors in terms hereof, the directors may-

6.2.1 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall then be deemed to be debt owing by the member concerned to the company;

6.2.2 take such other action, including court proceedings, as they may deem fit.

6.3 In the event of any breach of the rules by the members of any member's household, or his guest, or lessees, such breach shall be deemed to have been committed by the member himself, but, without prejudice to the foregoing, the directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

6.4 In the event of any member disputing the fact that he has committed a breach of any of the rules aforesaid, a committee of three directors, appointed by the chairman of the company, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the chairman may direct.

6.5 Notwithstanding the foregoing, the directors may in the name of the company enforce the provisions of any rules by proceedings in



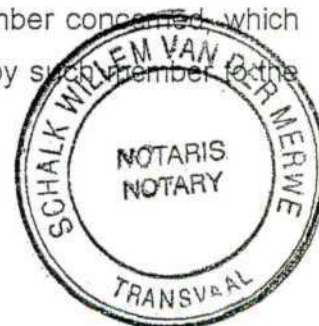
a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

- 6.6 It shall be the duty of the manager, or such other person or body as may be empowered by the directors, to ensure compliance by the members with the rule, and to this end to issue such notices or do such things as may be necessary or requisite.
- 6.7 Each member undertakes to the company that he shall comply with any rules made in terms of this Article 6.

## 7. MAINTENANCE

The directors shall have the power, without prejudice to any other rights of the company-

- 7.1 whenever they consider that the appearance of any land or building in the township owned by a member is unsightly or injurious to the amenities of the surrounding area or the property generally, to serve notice on such member to take steps as may be specified in the notice to rectify such unsightly or injurious condition within a stated period;
- 7.2 should a member on whom a notice in terms of Article 7.1 is served fail to take such steps as may be specified in the notice within the stated period, on behalf of the company to take such steps as may be necessary to rectify such unsightly or injurious condition and to recover the costs of so doing from the member concerned, which costs shall be deemed to be a debt owing by such member to the company;



- 7.3 from time to time to determine the routine maintenance requirements of the open spaces and to instruct the manager to attend to such maintenance requirements on behalf and at the cost of the company; and
- 7.4 to maintain such measures as they in their discretion deem necessary to ensure the security, access to and safety of the property and all persons therein.

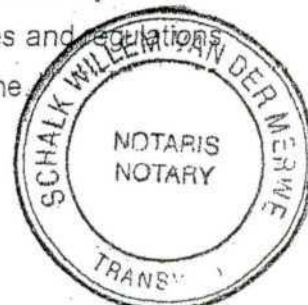
8. AESTHETICS

No member may during the development period without the written consent of the developer and thereafter without the written consent of the directors-

8.1.1 erect any fencing or walling on the land;

8.1.2 erect any building or make any additions or extensions to any building on the land or erect any further building or structure (including, but not limited to, carports, garages, servant's quarters, storerooms, satellite dishes and pergolas), whether of a temporary or permanent nature, upon the land;

which approval shall not be withheld unless the developer or the directors as the case may be, is/or are, of the opinion that such fencing or walling, building or structure is not in keeping with the architectural style and/or finishes of the other buildings on the land and/or the rules and regulations issued by the company applicable thereto from time to time.



8.2 A member shall comply fully with the provisions of the operative town planning scheme, the national building regulations and all relevant conditions imposed by any competent authority insofar as they affect any land registered or to be registered in the name of such member.

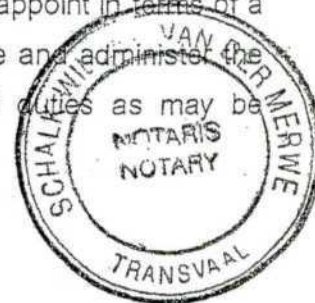
9. AMENITIES

9.1 The directors shall have control of all sporting, social and recreational facilities and amenities situate on the open spaces and may lay down, and amend, from time to time such rules as it may consider necessary for the use of any such facilities and amenities by members, including the charging of such fee as it may deem reasonable for the use thereof.

9.2 The directors may establish or permit the establishment of clubs or associations of members to control and regulate the use of any such sporting, social and recreational facilities and amenities, and may delegate to the committees of such clubs or associations any or all of their functions, powers and duties in relation to the particular facility or amenity concerned as they may deem fit.

10. MANAGER

10.1 The directors may from time to time, and shall if required by the members of the company in general meeting, appoint in terms of a written contract a manager to control, manage and administer the company and to exercise such powers and duties as may be



entrusted to the manager, including the power to collect contributions levied.

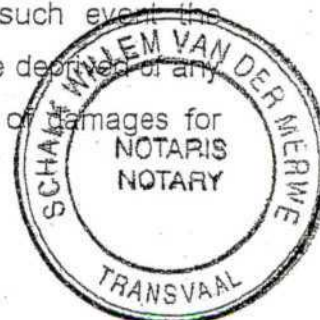
10.2 The directors shall ensure that there is included in the contract of appointment of the manager a provision to the effect that if he is in breach of any of the provisions of this contract, or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the directors may, without notice, cancel such contract of appointment and the manager shall have no claim whatsoever against the company or any of the members as a result of such cancellation.

10.3 The contract with the manager shall further provide for the appointment to be terminated and the manager shall cease to hold office if-

10.3.1 where the manager is a company, an order is made for its provisional or final liquidation, or, where the manager is a natural person, he surrenders his estate as insolvent or his estate is sequestrated, whether provisionally or finally; or

10.3.2 the manager is convicted of an offence involving fraud or dishonesty, or, where the manager is a company, any of its directors is convicted of an offence involving fraud or dishonesty; or

10.3.3 a special resolution of the members of the company is passed to that effect, provided that in such event the manager so removed from office shall not be deprived of any right he may have to claim compensation or damages for breach of contract.



- 10.4 The manager shall keep full records of his administration and shall report to the company on all matters which in his opinion detrimentally affect the value or amenity of the properties.
- 10.5 The directors shall give reasonable prior notice to the manager of all meetings of the directors and the manager shall be entitled to be present thereat.
- 10.6 The directors shall from time to time furnish to the manager copies of minutes of all meetings of the directors and of the company.
- 10.7 Should there be no manager in office at any time, then all references in these articles to the manager shall be deemed to be a reference to the directors.

## 11. RESTRICTION ON TRANSFER OF LAND

11.1 No member, other than the developer, shall transfer the land of which he is the owner unless-

11.1.1 the company, under the hand of the manager or director has certified in writing that the member has fulfilled all his financial obligations to the company in respect of the period up to and including the date specified in such notice;

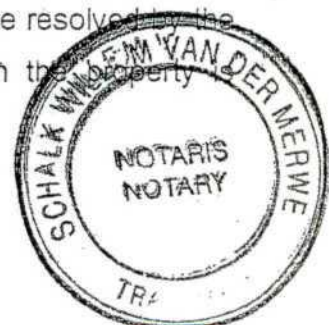
11.1.2 the transfer takes place prior to or on that specified date and



- 11.2 No member shall transfer land unless the proposed transferee has agreed in writing to become a member of the company and such written agreement has been lodged with the company.
- 11.3 The company may claim from any member or his estate any arrears of levy or interest or other amount due by him to the company at the time of his ceasing to be a member.

## 12. MEETINGS OF MEMBERS

- 12.1 The company, at such times as are in the Statutes prescribed, shall hold general meetings of members to be known and described in the notices calling such meetings as annual general meetings.
- 12.2 The directors may, whenever they think fit, convene a general meeting. Such a meeting shall also be convened on a requisition by members representing not less than one-twentieth of the total voting rights of all members of the company having at the date of the lodgment of the requisition a right to vote at general meetings of the company or, in default, may be convened by the requisitionists as provided by and subject to the provisions of the Statutes. If at any time there shall be within the Republic sufficient directors capable of acting to form a quorum, any director or any two members of the company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.
- 12.3 Every meeting of members shall, unless otherwise resolved by the directors, be held in the city or town in which the property is situated.



12.4 Subject to the provisions of the Statutes relating to meeting of which special notice is required to be given, an annual general meeting and a meeting called for the passing of a special resolution shall be called by twenty-one clear days' notice in writing at the least, and a meeting of the company, other than an annual general meeting or a meeting for the passing of a special resolution, shall be called by fourteen clear days' notice in writing at least. The notice shall be inclusive of the day on which it is served or deemed to be served and exclusive of the day for which it is given and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of the business, and shall be given, in a manner hereinafter mentioned or in such other manner, of any, as may be prescribed by the company at a meeting of members, to such persons as are, under these Articles, entitled to receive such notices from the company: Provided that a meeting of the company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting to, or the non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

### 13. PROCEEDINGS AT MEETINGS OF MEMBERS

13.1 All business that is transacted at a general meeting, and all that is transacted at the annual general meeting, with the exception of the consideration of the audited financial statements, the election of auditors and the fixing of the remuneration of the auditors shall be deemed to be special business.



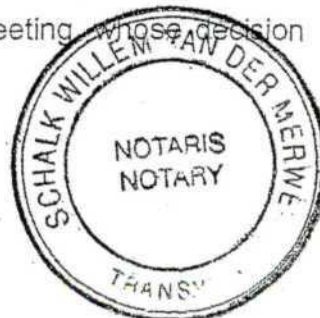
- 13.2 Business may be transacted at any meeting of members only while a quorum is present.
- 13.3 Save as herein otherwise provided, the quorum at a meeting of members shall be-
- 13.3.1 during the development period, seven members, of whom one member shall be a nominee of the developer, personally present and entitled to vote;
- 13.3.2 after the development period, members representing 25% (twenty-five percent) of the total number of stands personally present and entitled to vote. Provided that there shall never be less than seven [7] members present in person.
- 13.4 If within thirty minutes from the time appointed for a meeting a quorum is not present, the meeting if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or if that day be a public holiday, to the next succeeding day other than a public holiday, and if at such adjourned meeting a quorum is not present within thirty minutes from the time appointed for the meeting then, subject to the Statutes, the members or member present shall be a quorum.
- 13.5 The chairman, if any, of the board of directors shall preside as chairman at every meeting of members of the company. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to act as chairman, the members present shall choose some director or, if no director be present or if all the directors



present decline to take the chair, they shall choose some member present to be chairman of the meeting.

13.6 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 transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned as a result of direction given in terms of any applicable provision in the Statutes, notice of the adjourned meeting shall be given in the manner prescribed by such provision but, save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

13.7 At any meeting of members a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or on the declaration of the result of the show of hands a poll shall be demanded by any person entitled to vote at the meeting and, unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book of the company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, such resolution. No objections shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.



- 13.8 If a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be elected to declare the result of the poll, and their decision, which shall be given by the chairman of the meeting, shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 13.9 In case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall not be entitled to a second or casting vote.

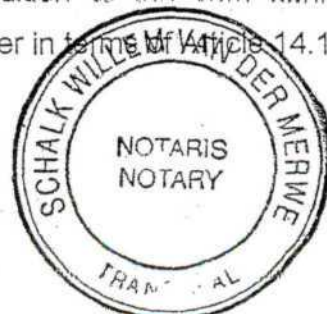
#### 14. VOTES OF MEMBERS

14.1 At any meeting of the company-

14.1.1 each member of the company, including the developer, present in person or by proxy or, if a member is a body corporate, duly represented at any meeting of the company shall have one vote;

14.1.2 the developer shall:

14.1.2.1 during the development period, have the same number of votes as there is the number of members in the company, excluding the developer, in addition to the vote conferred upon the developer in terms of Article 14.1.1;



14.1.2.2 after the development period, one vote for each portion of land or erf still registered in its name.

14.1.3 Co-owners of land shall only have one vote representing one member;

14.1.4 Owners of multiple portions of land shall have one vote for each portion of land.

14.2 A proxy need not be a member of the company.

14.3 The form appointing a proxy shall be in writing under the hand of the appointer or his agent duly authorised in writing or, if the appointer is a corporate body, under the hand of an officer or agent authorised by that body. The holder of a general or special power of attorney given by a member shall be entitled to vote, if duly authorised under that power to attend and take part in the meetings and proceedings of the company of companies generally, whether or not he be himself a member of the company.

14.4 The form appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power of authority shall be deposited at the registered office of the company not less than twenty-four hours (or such lesser period as the directors may unanimously determine in relation to any particular meeting) before the time for holding the meeting (including an adjourned meeting) at which the person named in the form proposes to vote, and in default of the form of proxy shall not be treated as valid. No form appointing a proxy shall be valid after the expiration of six months from the date when it was



signed, except at an adjourned meeting unless otherwise specifically stated in the proxy itself.

14.5 Subject to the provisions of the Companies Act, a form appointing a proxy may be in any usual or common form

15. DIRECTORS

15.1

15.1.1 Unless otherwise determined by a meeting of members, the number of directors shall not be less than seven [7] not more than ten [10];

15.1.2 During the development period the developer shall be entitled to appoint SEVEN [7] directors on written notice to the company and, on similar written notice, to remove and replace any of such directors.

15.2 The first directors of the company shall be-

WHJ BESTER

W BESTER

FG DE CLERCQ

SW VAN DER MERWE

JJ VAN WYK

G FERREIRA

MJM BESTER



- 15.3 Subject to the provisions of Article 15.1.2, the company may from time to time at any meeting of members increase or reduce the number of directors.
- 15.4 A director need not be a member of the company
- 15.5 Unless otherwise decided by a meeting of members any casual vacancy occurring in the board of directors may be filled by the directors.
- 15.6 The company at a meeting of members or the directors shall have power at any time, and from time to time, to appoint any person as a director but so that the total number of directors shall not at any time exceed the maximum number fixed by or in terms of these Articles

## 16. REMUNERATION OF DIRECTORS

- 16.1 The remuneration of the directors shall from time to time be determined by the directors, but subject always to the provisions of condition 6.1 of the company's memorandum of association. The directors may also be paid all travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as directors including those of attending and travelling to and from meetings of the directors or any committee of the directors or at any meeting of members of the company.
- 16.2 The directors may pay any director who serves on any committee or who devotes special attention to the business of the company, or otherwise performs services which in the opinion of the directors



are outside the scope of the ordinary duties of a director, such extra remuneration as they may determine.

17. ALTERNATE DIRECTORS

17.1 Any director shall have the power to nominate another person to act as alternate director in his place during his absence or inability to act as such director, and on such appointment being made, the alternate director shall, in all respects, be subject to the terms and conditions existing with reference to the other directors of the company. A person may be appointed as alternate to more than one director. Where a person is alternate to more than one director or where an alternate director is a director, he shall have separate vote, on behalf of each director he is representing in addition to his own vote, if any.

17.2 The alternate directors, whilst acting in the place of directors who appointed them, shall exercise and discharge all the duties and functions of the directors be present. The appointment of an alternate director shall cease on the happening of any event which, if he were a director, would cause him to cease to hold office in terms of these Articles or if the director who appointed him ceases to be a director, or gives notice to the secretary of the company that the alternate director representing him shall have ceased to do so. An alternate director shall look to the director who appointed him for his remuneration.

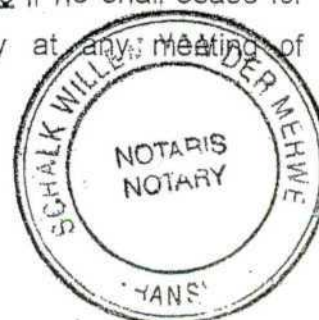


18. BORROWING POWERS OF DIRECTORS

- 18.1 The directors may in their discretion, from time to time, raise or borrow from the members or any persons any sums of money for the purpose of the company without limitation
- 18.2 The directors may secure the payment or repayment of any sums of money borrowed or raised in terms of Article 18.1 or the payment of any debt, liability of obligation whatsoever of the company or of a third party, in such manner and upon such terms and conditions in all respects as they think fit.

19. GENERAL POWERS AND DUTIES OF DIRECTORS

- 19.1 The business of the company shall be managed by the directors who may exercise all such powers of the company as are by the Statutes or by these Articles required by the company at any meeting of members, subject nevertheless to the provisions of these Articles and of the Statutes and to such regulations being not inconsistent with these Articles of the Statutes, as may be prescribed by the company at any such meeting, but no regulation made by the company at such meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.
- 19.2 The directors may from time to time appoint one or more of their body to the office of managing director for such period and generally on such terms as they may think fit. The appointment of a managing director shall determine *ipso facto* if he shall cease for any reason to be a director, or if the company at any meeting of



members shall resolve that this tenure of the office of managing director be determined.

- 19.3 The directors may from time to time entrust to and confer upon a managing director for the time being such of the powers vested in them as they may think fit, and may confer such powers for such time and to be exercised for such objects and upon such terms and with such restriction as they may think expedient; and they may confer such powers either collaterally or to the exclusion of, and in substitution for, all or any of the powers of the directors, and may from time to time extend or vary all or any such powers.
- 19.4 The directors shall have the power from time to time to delegate to any of their body or to any other person, whether in the Republic or not, such of the powers as are vested in the directors pursuant to the Statutes or under these Articles, as they may deem fit.
- 19.5 The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the directors. Save as aforesaid, the meetings and proceedings of a committee consisting of more than one member shall be governed by the provisions of these Articles regulating the meetings and proceedings of directors.
- 19.6 The directors shall not be entitled to undertake on behalf of the company any works of a capital nature, without the sanction of a resolution of the company in general meeting.



20. DISQUALIFICATION AND PRIVILEGES OF DIRECTORS

20.1 A director shall cease to hold office as such if-

20.1.1 he ceases to be a director by virtue of any of the provisions of the Statutes or becomes prohibited from being a director by reason of any order made under the Statutes; or

20.1.2 his estate is sequestrated or he files a petition for the surrender of his estate or an application for an administration order, or if he commits an act of insolvency as defined in the insolvency law for the time being in force, or if he makes any arrangement of composition with his creditors generally; or

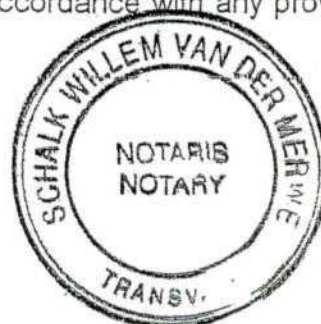
20.1.3 he is found lunatic or becomes of unsound mind; or

20.1.4 he is removed by resolution of the company as provided in the Statutes; or

20.1.5 he resigns his office by notice in writing to the company; or

20.1.6 a notice removing him from office is signed by members having a right to attend and vote at a meeting of members who hold more than 75 per cent of the total voting rights of all members who are at that time entitled so to attend and vote and is delivered to the company or lodged at its registered office, or

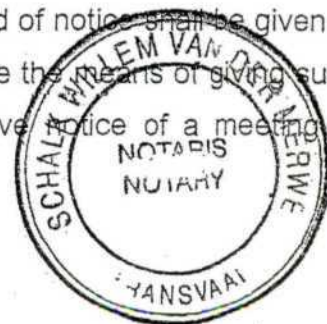
20.1.7 he is otherwise removed in accordance with any provisions of these Articles.



- 20.2 No director or intending director shall be disqualified by his office from contracting with the company in any manner whatsoever.
- 20.3 Such director shall be entitled to vote at any board meeting or otherwise in relation to such contract as freely as if he were not interested therein and he shall be reckoned for the purpose of constituting a quorum of directors.

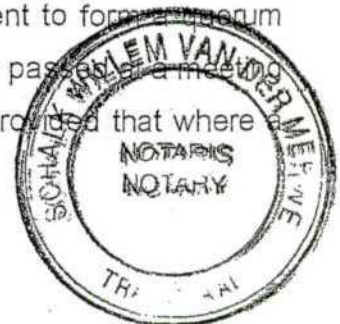
## 21. PROCEEDING OF DIRECTORS

- 21.1 A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.
- 21.2 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 21.3 Unless otherwise resolved by the directors, all their meetings shall be held in the city or town where the company's property is situated.
- 21.4 Questions arising at any meeting of directors shall be decided by a majority of votes.
- 21.5 The chairman shall not have second or casting vote in the case of an equality of votes.
- 21.6 The directors may determine what period of notice shall be given of meetings of directors and may determine the means of giving such notice. It shall not be necessary to give notice of a meeting of



directors to any director for the time being absent from the Republic, but notice of any such meeting shall be given to his alternate, if he has appointed one, provided that such alternate is in the Republic.

- 21.7 Until otherwise determined by the directors, a quorum shall consist of FOUR [4] directors. During the development period not less than 2 of the directors required to constitute a quorum shall be directors appointed by the developer in terms of Articles 15.1.2. For the purpose hereof a director who has authorised another director to vote for him at a meeting in terms of Article 21.10 shall, if the director so authorised is present at the meeting, be deemed to be present himself and each director whose alternate is present at a meeting (even if the latter is alternate to more than one director) shall be deemed to be so present.
- 21.8 The continuing directors (or sole continuing director) may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as a quorum, the continuing directors or director may act only for the purpose of summoning a general meeting of the company. If there are no directors or director able and willing to act, and no specific provision is made in these Articles for the appointment of directors, then any two members may summon a general meeting for the purpose of appointing directors.
- 21.9 Subject to the Statutes, a resolution in writing signed by the sole director or by all the directors for the time being present in the Republic and being not less than are sufficient to form a quorum shall be as valid and effectual as if it had been passed by a meeting of the directors duly called and constituted: Provided that where



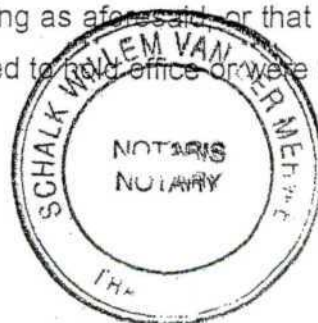
director is not present in the Republic, but has an alternate who is, the resolution must be signed by the alternate. The resolution may consist of several documents, each signed by one or more directors or their alternate in terms of this Article.

21.10 A director unable to attend a directors' meeting may authorise any other director to vote for him at that meeting, and in that event the director so authorised shall have a vote for each director by whom he is authorized in addition to his own vote. If both the directors so authorized and alternate of the director who granted the authority are present at the meeting, the alternate shall not be entitled to vote on behalf of the absent director. Authority in terms of this Article must be in writing (which may take the form of a telegram, cable or telex) and must be handed to the person presiding at the meeting at which it is to be used.

21.11 The directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding it, the directors present may choose one of their number to be chairman of the meeting

## 22. VALIDITY OF ACTS OF DIRECTORS AND COMMITTEES

As regard all persons dealing in good faith with the company, all acts done by any meeting of the directors or of a committee of directors, or by any person acting as a director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of continuance in office of any such directors or personating as aforesaid, or that they or any of them were disqualified or had ceased to hold office or were entitled



to vote, be as valid as if every such person had been duly appointed or was qualified or had continued to be a director or was entitled to vote, as the case may be.

23. RESERVES

The directors may set aside out of the profits of the company and carry to reserve such sums as they think proper. All sums standing to the credit of revenue and general reserve shall at the discretion of the directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the company, for repairing, improving or maintaining any property of the company, for repairing, improving or maintaining any property of the company, for meeting losses on realisation of or writing down investments either individually or in aggregate, or for any other purpose to which profits of the company may appropriately be applied. Pending such application such sums may either be employed in the business of the company (without being kept separate from the other assets of the company) or be invested. The directors may divide the reserve into such special reserves as they think fit and re-allocate the amounts of such reserves either in whole or in part to other special or general reserves and may consolidate into one reserve any special reserves or any parts of any special reserves into which the reserve may have been divided. The directors may also carry forward any profits without placing them to reserve.



## 24. NOTICES

- 24.1 A notice by the company to any member shall be regarded a validly given of it is either delivered personally to the member or sent prepaid through the post to him at his registered address.
- 24.2 A member entitled to a share shall be bound by every notice given in terms of Article 24.1. The company shall not be bound to enter any person in the register of members until that person gives the company an address for entry on the register.
- 24.3 Any notice, if given by post, shall be deemed to have been served on the day following that on which the letter or envelope containing such notice is posted, and in proving the giving of the notice sent by post it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office
- 24.4 When given a number of days' notice or notice extending over any period is required to be given, the days of service shall not be counted in such number of days or period.

## 25. INDEMNITY

Every director, manager and officer of the company and every person (whether an officer of the company or not) employed by the company as auditor shall be indemnified out of the funds of the company against all liability incurred by him as such director, manager, officer or auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any



applications under section 248 of the Companies Act or any amendment thereof in which relief is granted to him by the court.

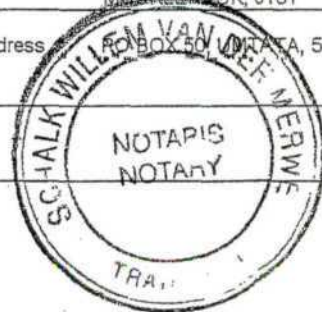
26. WINDING-UP

If the company be wound up the liquidator shall comply with the provisions of clause 6.2 of the company's memorandum of association.



Signatories to articles of association

Particulars of subscribers		Date and Signature	Particulars of witness		Date and signature
1.Full names	WILLEM HENDRIK JACOBUS BESTER	18/4/02 <i>[Signature]</i>	1.Full names	ILANA MEYER	18/4/02 <i>[Signature]</i>
Occupation	BUSINESS MAN		Occupation	SECRETARY	
Residential address	MAGALIES VIEW 319, HARTBESPOORT		Residential address	26 BRENTHURST, MURATI AVENUE, CENTURION	
Business address:	WAPADRAND KANTOORPARK BLOK J KINGBOLTSINGEL 90 WAPADRAND 0050		Business address:	BROOKLYN COURT B, 304 LANGE STREET, NIEU MUCKLENEUK, 0181	
Postal address	P.O. BOX 74640 LYNNWOODRIF 0040		Postal address	PO BOX 50, UMTATA, 5100	
2.Full names	WILLEM BESTER	18/4/02 <i>[Signature]</i>	2.Full names	ILANA MEYER	18/4/02 <i>[Signature]</i>
Occupation	BUSINESS MAN		Occupation	SECRETARY	
Residential address	BERGSERING 470, MAGALIESKRUIN PRETORIA 0150		Residential address	26 BRENTHURST, MURATI AVENUE, CENTURION	
Business address	WAPADRAND KANTOORPARK BLIK J KINGBOLTSINGEL 90 WAPADRAND 0050		Business address	BROOKLYN COURT B, 304 LANGE STREET, NIEU MUCKLENEUK, 0181	
Postal address	POSBUS 74640 LYNNWOODRIF 0040		Postal address	PO BOX 50, UMTATA, 5100	
3.Full names	FRANSISCUS GERHARDUS DE CLERCQ	18/4/02 <i>[Signature]</i>	3.Full names	ILANA MEYER	18/4/02 <i>[Signature]</i>
Occupation	BUSINESS MAN		Occupation	SECRETARY	
Residential address	THERESA STRAAT 473 DIE WILGERS 0041		Residential address	26 BRENTHURST, MURATI AVENUE, CENTURION	
Business address	WAPADRAND KANTOORPARK BLOK J KINGBOLTSINGEL 90 WAPADRAND 0050		Business address	BROOKLYN COURT B, 304 LANGE STREET, NIEU MUCKLENEUK, 0181	
Postal address	POSBUS 74640 LYNNWOODRIF 0040		Postal address	PO BOX 50, UMTATA, 5100	
4.Full names	SCHALK WILLEM VAN DER MERWE	18/4/02 <i>[Signature]</i>	4.Full names	ILANA MEYER	18/4/02 <i>[Signature]</i>
Occupation	ATTORNEY		Occupation	SECRETARY	
Residential address	311 MACKENSIE STREET BROOKLYN PRETORIA		Residential address	26 BRENTHURST, MURATI AVENUE, CENTURION	
Business address	BROOKLYN COURT BLOK B VEALE STR 361 NIEU MUCKLENEUK 0181		Business address	BROOKLYN COURT B, 304 LANGE STREET, NIEU MUCKLENEUK, 0181	
Postal address	P O/BOX 2381 BROOKLYN SQUARE 0075		Postal address	PO BOX 50, UMTATA, 5100	



Signatories to articles of association

Particulars of subscribers		Date and Signature	Particulars of witness		Date and signature
5. Full names	GEOFF FERREIRA	18/4/02 <i>[Signature]</i>	5. Full names	ILANA MEYER	18/4/02 <i>[Signature]</i>
Occupation	ATTORNEY		Occupation	SECRETARY	
Residential address	36 MAPLE STREET, WELDEGRA		Residential address	26 BRENTHURST, MURATI AVENUE, CENTURION	
Business address	BROOKLYN COURT BLOK B VEALE STR 361 NIEU MUCKLENEUK 0181		Business address	BROOKLYN COURT B, 304 LANGE STREET, NIEU MUCKLENEUK, 0181	
Postal address	PO BOX 2381, BROOKLYN SQUARE, 0075		Postal address	PO BOX 50, UMTATA, 5100	
6. Full names	JOHANNES JACOBUS VAN WYK	18/4/02 <i>[Signature]</i>	6. Full names	ILANA MEYER	18/4/02 <i>[Signature]</i>
Occupation	ATTORNEY		Occupation	SECRETARY	
Residential address	456 SAPPERS CONTOUR ROAD, LYNNWOOD, 3081		Residential address	26 BRENTHURST, MURATI AVENUE, CENTURION	
Business address	BROOKLYN COURT BLOK B VEALE STR 361, NIEU MUCKLENEUK 0181		Business address	BROOKLYN COURT B, 304 LANGE STREET, NIEU MUCKLENEUK, 0181	
Postal address	PO BOX 2381, BROOKLYN SQUARE, 0075		Postal address	PO BOX 50, UMTATA, 5100	
7. Full names	MARTHA JOHANNA MACHDELINA BESTER	18/4/02 <i>[Signature]</i>	7. Full names	ILANA MEYER	18/4/02 <i>[Signature]</i>
Occupation	HOUSE HOLD EXECUTIVE		Occupation	SECRETARY	
Residential address	MAGALIESVIEW 319, HARTEBESPOORT		Residential address	26 BRENTHURST, MURATI AVENUE, CENTURION	
Business address	N/A		Business address	BROOKLYN COURT B, 304 LANGE STREET, NIEU MUCKLENEUK, 0181	
Postal address	PO BOX 54, HARTEBESPOORT, 0216		Postal address	PO BOX 50, UMTATA, 5100	





DEPARTMENT: TRADE AND INDUSTRY  
REPUBLIC OF SOUTH AFRICA

Zanza Building, 116 Proes Street, Pretoria 0002 P O Box 429 , Pretoria, 0001  
Tel (012) 310 - 9791, Fax (012) 328 - 3051, www3.gov.za/sacro

VAN DER MERWE EN FERREIRA  
Basket: VDMF1

Date: 13/05/2002  
Our Reference: 12460968  
Box: 19640  
Sequence: 15

Your Reference:

**RE: Application to Register Company**

We have received a CM3 from you dated 09/05/2002.

The Company 'BIRDWOOD HOME OWNERS ASSOCIATION' was successfully registered on our database on 10/05/2002. Your reference number will be 2002/010913/08.

**Note:**

The lodged copy of this company's memorandum and articles of association has been accepted as a properly notarialy certified copy and has accordingly been endorsed with the company registration particulars.

Yours truly

**Registrar of Companies**

WBG

Opgawe van besonderhede van maatskappyregister van direkteure,ouditeure en beampies/  
Return of particulars of company's register of directors,auditors and officers

CM 29

Gedateer  
Dated \_\_\_\_\_



Naam van maatskappy  
Name of company \_\_\_\_\_

BIRDWOOD ESTATE HOME OWNERS ASSOCIATION  
(Association Incorporated under Section 21))

Posadres  
Postal address \_\_\_\_\_

P O BOX 4573, PRETRIA, 0001

Datum ontvang Date received
<b>REGISTRATEUR VAN MAATSKAPPYE EN VAN BESLOTE KORPORASIES</b>
Datumstempel van Date stamp of
registrasiekantoor vir maatskappye/ companies registration office
<b>2007-04-18</b>
<b>REGISTRAR OF COMPANIES AND OF CLOSE CORPORATIONS</b>