



**COUNTRY ESTATES**

**REPUBLIC OF SOUTH AFRICA**

COMPANIES ACT, 1973

A COMPANY NOT HAVING A SHARE CAPITAL

Section 60(1); regulation 18

**ARTICLES OF ASSOCIATION**

**OF**

**RANDJESFONTEIN COUNTRY ESTATES**

(Association incorporated under Section 21)

**Registration Number 1997/022118/08**

A. The Articles of Table A or Table B contained in Schedule 1 to the Companies Act 1973, shall not apply to the Association.

B. The Articles of the Association are as follows.

## **1. INTERPRETATION**

1.1 The headings contained in the Articles are intended for reference purposes only and shall not be taken into account in the interpretation thereof. In the interpretation of the Articles the words defined below shall bear the meanings hereinafter respectively assigned to them, unless otherwise stated or inconsistent with the context in which they appear.

1.2 Unless the context otherwise requires:

1.2.1 words importing the singular number shall include the plural number and vice versa;

1.2.2 words importing the masculine gender shall include the feminine gender;

1.2.3 words importing natural persons shall include firms and corporate bodies;

1.2.4 words or expressions defined in the Deeds Registry Act, 1937 shall, unless otherwise defined hereunder, bear the same meaning in these Articles.

## **2. DEFINITIONS:**

2.1 "The Act" means the Companies Act, 1973, including any amendment, consolidation or re-enactment thereof;

2.2 "The Articles" means these Articles of Association as framed or as from time to time amended by special resolution;

2.3 "The Association" means Randjesfontein Country Estates (Association incorporated under Section 21), Registration Number 1997/022118/08;

2.4 "Board" means the Board of Directors for the time being of the Association;

2.5 "Chairperson" means the Chairperson or the Deputy Chairperson of the Board;

2.6 "Communal Areas" includes but is not limited to open spaces, servitudes, gatehouses, areas for general community use and recreational amenities in Randjesfontein Country

Estates which belong to the Association or over which the Association has control, but excludes the Horse Trails;

- 2.7 "The Directors" means the Directors for the time being of the Association and the alternate Directors thereof or, as the case may be, the Directors assembled at a meeting of Directors at which a quorum is present;
- 2.8 "General Meeting" means an Annual General Meeting or a General Meeting of the Association;
- 2.9 "Horse Trails" means the servitudes registered as such over the properties constituting Randjesfontein Country Estates for the purposes of a horse trail;
- 2.10 "The Managing Agent" means any suitably qualified person or body appointed in terms of Article 9 from time to time to undertake any functions of the Association;
- 2.11 "Meeting" includes an adjourned meeting;
- 2.12 "Member" means a Member of the Association;
- 2.13 "The Office" means the registered office of the Association;
- 2.14 "Property" means immovable property registered as such in the deeds registry and situated within Randjesfontein Country Estates, and includes Portions 1 to 4 of Erf 18, Portions 1 and 2 of Erf 19, Portions 1 to 3 of Erf 16; Portions 1 and 2 of Erf 15; Portions 1 and 2 of Erf 13 and the remainder of Erf 13; Portions 1 and 2 and the remainder of Erf 12; Portions 1 to 3 and the remainder of Erf 9, and Portions 1 and 2 of Erf 8 Glen Austin;
- 2.15 "Randjesfontein Country Estates" means the equestrian rural residential estate established on portions of the Farm Randjesfontein 405 JR, all being portions of the former Remaining Extent of the Farm Randjesfontein 405 JR, measuring 845, 9313 hectares, and which incorporates the Glen Austin properties recorded in 2.14;
- 2.16 "The Rules" means the rules made by the Directors in terms of Articles 5, 7 and 8 as they apply from time to time;
- 2.17 "The Register" means the Register of Members of the Association;
- 2.18 "The secretary" means the secretary of the Association for the time being;

- 2.19 "Sign" includes the reproduction of a signature by printing, typewriting or lithography, or any kind of stamp or any other mechanical process, and "Signature" has a corresponding meaning;
- 2.20 "Transfer" of property includes the transfer of member's interest in a close corporation, the transfer of shares in a company or the change of trustees and/or beneficiaries in a trust;
- 2.21 "Written" or "in writing" includes reproduced by any substitute for writing or partly written and partly reproduced and including printing, typewriting or lithography or any other mechanical process, or partly one and partly another.

### **3. MEMBERSHIP**

- 3.1 The Association is a public company and shall comply with the provisions of Section 66 of the Companies Act and shall not carry on business for more than six months while it has less than seven Members, failing which every person who is a Member of the Association during the time that it so carries on business and is cognisant of the fact that it is so carrying on business, shall be liable for the payment of the whole of the debts of the Association contracted during that time and may be sued for the same without any other Member being joined in the action.
- 3.2 Subject to the further provisions of this clause 3 the Members of the Association shall be those persons who are the registered owners of property from time to time.
- 3.3 No persons other than a person referred to in 3.2 shall be entitled to be a Member of the Association.
- 3.4 Where two or more persons are registered owners of a property, all the registered owners of that property shall be deemed to be one Member of the Association, provided that each such co-owner shall be jointly and severally liable to the Association for the due performance of any obligation. Such co-owners shall nominate one of their number in writing to represent the registered owners.
- 3.5 When a Member ceases to be the registered owner of a property, he shall *ipso facto* cease to be a Member of the Association.
- 3.6 A Member shall not sell or otherwise agree to alienate a property or effect the transfer thereof unless such Member has complied with the provisions of Article 10.

- 3.7 A Member may not resign as a Member of the Association.
- 3.8 The Association shall keep a register of Members at the place and in the manner specified in the Act.
- 3.9 Subject to these Articles of Association, all members shall have equal rights and obligations, provided that any persons who are Members by reasons of their ownership of any Glen Austin property recorded in 2.14 shall have no rights in respect of the Horse Trails, nor any obligations in respect thereof.
- 3.10 Persons who are Members of the Association on the date upon which these Articles come into effect, shall be obliged to pay a fencing levy in the sum of Thirteen Thousand Rand to the Association unless:
- 13.10.1 they or their predecessors in property title have already done so;
  - 13.10.2 payment thereof has previously been waived by the Board.
- 3.11 The Board may, on such conditions as the Members in General Meeting may decide, waive, defer or reduce the payment to be made in 3.10 either generally, or in respect of a particular member or class of members. Specifically, a Member may be permitted to defer payment thereof until transfer of his property is effected to any subsequent purchaser, provided payment is secured to the satisfaction of the Board.

## **4. LEVIES**

### **4.1 Operational Levies**

- 4.1.1 The Directors shall, prior to the end of each financial year, prepare and present for approval at the Annual General Meeting a statement of the anticipated income and expenditure (which may include a reasonable provision for contingencies) of the Association for the ensuing financial year and reflecting the amount required to be levied upon the Members during such ensuing financial year. Notwithstanding anything to the contrary contained herein the levies shall not increase by an amount in excess of 10% above the ruling CPIX at the time.
- 4.1.2 The statement and levies in 4.1.1 shall be approved, either with or without amendment, by the members in the Annual General Meeting, and the Directors shall forthwith notify each Member in writing of the levy payable by such Member.

- 4.1.3 The levy so approved by the Annual General Meeting shall come into effect not less than one month and not more than two months after the Annual General Meeting and shall be payable monthly in advance on the first day of each month until a new levy, approved at the following Annual General Meeting, becomes effective.
- 4.1.4 Members shall be liable for any amounts levied in terms of 4.1.1 from time to time, provided that any Member who is the registered owner of more than one property shall be liable to make payment of such levy in respect of each property owned by that Member.
- 4.1.5 Interest shall be payable on arrear levies, from the due date thereof, at the prime overdraft rate of interest charged by the Association's bankers from time to time.
- 4.1.6 Any amount due by a Member by way of a levy or interest thereon shall be a debt due by him to the Association.
- 4.1.7 The obligation of a Member to pay levies shall cease upon his ceasing to be a Member, without prejudice to the Association's rights to recover arrear levies and interest thereon.
- 4.1.8 Levies paid in advance shall be subject to a *pro rata* refund when a Member ceases to be a Member.
- 4.1.9 A Member's successor-in-title to a property shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that property to pay the levy and interest thereon attributable to that property.
- 4.1.10 A Member shall be liable to pay all legal costs, including costs as between attorney and client and collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrear levies or any other arrear amounts due and owing by such Member to the Association.
- 4.1.11 Except in respect of a vote on any special resolution, a Member shall not be entitled to any of the privileges of membership in the event that any levy, interest thereon or any other sum owing by such Member to the Association, is three or more months in arrears.

4.1.12 The Directors shall not be entitled to undertake on behalf of the Association any works of a capital nature, where the aggregate capital amount of such works will exceed 10% of the prior year's operational levies collected, without the sanction of a resolution of the Association in a General Meeting passed by 75% of the Members present in person or by proxy and entitled to vote.

4.1.13 Any funds on hand in excess of an amount equal to more than three months operational expenses, shall be paid into an interest bearing trust account of the attorneys of the Association from time to time. The attorneys shall invest such funds for the benefit of the Association. Withdrawal of such funds shall only be permitted on the signature of at least two Directors acting together.

## 4.2 Special Levies

4.2.1 The Board may from time to time propose that a special levy for extraordinary or special projects outside the scope of usual operational expenditure be levied upon Members.

4.2.2 Such proposal shall be submitted to a General Meeting of Members and shall contain a description of the proposed project, the motivation therefor, and an estimate of the anticipated cost thereof. No special levy which exceeds five times the operational levy in 4.1.1 shall be proposed.

4.2.3 Any proposal for a special levy must be passed by a majority of seventy-five per cent of the Members present in person or by proxy and entitled to vote at such General Meeting.

4.2.4 The provisions of 4.1.5 to 4.1.11 shall apply *mutatis mutandis* to any amount levied in terms of this Article 4.2.

## 5. RULES

5.1 Subject to any restriction imposed or approval given by the Members at a General Meeting of the Association, the Directors may from time to time make and implement the rules in regard to the furtherance and promotion of any of the objects of Association and/or for the better management of the affairs of the Association and/or for the advancement of the interest of Members and/or residents of Randjesfontein Country Estates, or the use by Members, the members of their households, employees, their guests, and lessees of Communal Areas and Horse Trails.

5.2 For the enforcement of any of the rules made by the Directors in terms hereof, the Directors may:

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

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

5.3 In the event of any breach of the rules by the Members of any Member's household, or his guests, 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.

5.3.1 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 Chairperson for the purpose, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairperson may direct, provided that a Member shall be entitled to assistance from an independent mediator, the costs of whom will be borne by the Member.

5.3.2 Notwithstanding the foregoing, the Directors may in the name of the Association 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.

5.4 The Directors are empowered to ensure compliance by the Members with the rules, and to this end, to issue such notices or do such things as may be reasonably necessary or requisite, and may delegate such authority to any Managing Agent.

5.5 Each Member undertakes to the Association that he shall comply with any rules made in terms of Articles 5, 7 and 8.

## **6. MAINTENANCE**

The Directors shall have the power within the parameters contained herein:

6.1 from time to time to determine the routine maintenance requirements of the Communal Areas and Horse Trails, and to instruct the Managing Agent or any contractor to attend to such maintenance requirements on behalf of and at the cost of the Association;

6.2 to maintain the security facilities related to the Communal Areas;

- 6.3 to cut fire breaks on undeveloped properties that are deemed by the estate manager to be hazardous, where the Member has failed to do so despite written notification from the Association. The costs incurred by the Association in cutting such fire breaks will fall to the account of the Member.

## **7. AESTHETICS**

- 7.1 Subject to any restriction or direction given at any General Meeting of the Association, and subject always to any restrictions contained in any title deed and/or deed of transfer of any property the Directors may from time to time set up or incorporate rules pertaining to:
- 7.1.1 the aesthetics, standards and guidelines for the architectural design of all buildings and outbuildings, structures of any nature and all additions and alterations to any such buildings, outbuildings, or structures erected or to be erected on a property;
  - 7.1.2 the siting of all buildings, outbuildings, structures of any nature and of any additions and alterations thereto;
  - 7.1.3 the preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of walls and fences, whether upon or within the boundaries of any property;
  - 7.1.4 the use, maintenance, repair and replacement of any roadway to be constructed within Randjesfontein Country Estates, and of any services, connections and equipment under or over the roadway
- 7.2 No Member may deviate from the aesthetic rules drafted or incorporated pursuant to 7.1. above.

## **8. AMENITIES**

- 8.1 The Directors shall be responsible for the maintenance of all amenities situated on the Communal Areas, and may lay down, and alter, from time to time such rules as they may consider necessary regarding the use of any such amenities by Members, including the charging of such fee as they may deem reasonable for the use or maintenance thereof.

8.2 It is recorded that there are registered over the properties comprising Randjesfontein Country Estates, various servitudes for horse trail purposes. Subject always to the provisions of the servitudes, the title deeds and the rights of the local authority, the administration of the Horse Trails shall be the responsibility of the Directors. The Directors shall, subject to the approval of the Members at a General Meeting, be entitled to determine, from time to time, rules and regulations governing the use of the Horse Trails.

## **9. MANAGING AGENT**

9.1 The Directors may from time to time, and shall if required by the Members of the Association in General Meeting, appoint in terms of a written contract a Managing Agent to control, manage and administer the Association and to exercise such powers and duties as may be entrusted to the Managing Agent, including the power to collect levies from the Members.

9.2 The Directors shall ensure that the agreement concluded between the Association and the Managing Agent contains a provision in terms of which the Managing Agent agrees to be bound by the provisions of the Articles.

9.3 The Directors shall ensure that there is included in the contract of appointment of the Managing Agent a provision to the effect that if he is in breach of any of the provisions of his 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 Managing Agent shall have no claim whatsoever against the Association or any of the Members as a result of such cancellation.

9.4 The contract with the Managing Agent shall further provide for the appointment to be revoked and the Managing Agent shall cease to hold office if:

9.4.1 where the Managing Agent is a company, an order is made for its provisional or final liquidation; or,

8.4.2 where the Managing Agent is a natural person, he surrenders his estate as insolvent or his estate is sequestrated; or,

8.4.3 the Managing Agent is convicted of an offence involving fraud or dishonesty; or,

9.4.4 where the Managing Agent is a company, any of its Directors is convicted of an offence involving fraud or dishonesty; or,

9.4.5 a special resolution of the Members of the Association is passed to that effect; provided that in such event the Managing Agent so removed from office shall not be deprived of any right he may have to claim compensation or damages for breach of contract.

9.5 The Managing Agent shall keep full records of his administration and shall report to the Association on all matters, which in his opinion detrimentally affect the value of a property.

9.6 The Directors shall:

9.6.1 give reasonable prior notice to the Managing Agent of all relevant meetings of the Directors, and the Managing Agent or his representative shall be required to be present thereat;

9.6.2 from time to time furnish to the Managing Agent copies of the minutes of all relevant meetings of the Directors and of the Association.

9.7 Should the Managing Agent not be appointed in terms of this Article 9, then all references in the Articles to the Managing Agent shall be deemed to be a reference to the Directors.

9.8 Although the Directors can appoint a Managing Agent in terms of Article 9, the duties and responsibilities referred to in Article 9.1 remain with the Directors.

## **10. RESTRICTION ON THE TRANSFER OF LAND**

10.1 A Member shall not transfer a property unless:

10.1.1 the Association, under the hand of the Managing Agent and a Director, or of two Directors, has certified in writing that the Member has fulfilled all his financial obligations to the Association in respect of the period up to and including the date specified in such notice; and

10.1.2 the transfer takes place on or before the date specified in the notice referred to in 10.1.1.

10.2 No Member shall sell or transfer or otherwise cease to be an owner of his property unless the proposed transferee has irrevocably agreed in writing, to the satisfaction of the Association, to become a Member of the Association and to be bound by the provisions of these Articles.

- 10.3 The Association may claim from any Member or his estate any arrears of levy or interest or other amount due by him to the Association at the time of his ceasing to be a Member.
- 10.4 It is recorded that the title deed of each property contains the following conditions:
- 10.4.1 The property shall not be alienated without the prior written consent of Randjesfontein Developments (Proprietary) Limited, its successors in title or assigns first being had and obtained;
- 10.4.2 No building or fence may be erected on the property without the prior written consent of Randjesfontein Developments (Proprietary) Limited, its successors in title or assigns first being had and obtained.
- 10.5 It is further recorded that the rights of Randjesfontein Developments (Proprietary) Limited set out in Article 10.4 above, were ceded and assigned to the Association in terms of a Notarial Cession of Real Rights dated 16 August 2000.
- 10.6 In the event that such conditions have for any reason whatsoever been omitted from any title deed, the registered owner of the property in issue hereby agrees to the registration of a notarial deed incorporating the above conditions, at the cost of the Association.

## **11. GENERAL MEETINGS**

- 11.1 The Association shall from time to time hold Annual General Meetings. Such meetings shall be held within not more than nine months after the end of every ensuing financial year and within not more than fifteen months after the date of the last preceding Annual General Meeting.
- 11.2 Members may only convene a General Meeting of the Association if:
- 11.2.1 all the Directors have become incapacitated or have ceased to be Directors, in which event two or more Members may convene a General Meeting on due notice to all Members, and may recover the cost of so doing from the Association;
- 11.2.2 the Directors have failed to respond to a reasonable request submitted by ten or more Members to convene a General Meeting of the Association.
- 11.3 The Directors:
- 11.3.1 may convene a General Meeting of the Association whenever they deem fit; and

11.3.2 shall convene a General Meeting if requisitioned in terms of the Act.

11.4 Subject to the provisions of the Act:

11.4.1 all General Meetings whether annual or otherwise;

11.4.2 all adjourned General Meetings,

shall be held at such time and place as the Directors shall appoint, provided that such venue is reasonably accessible to Members.

## **12. NOTICE OF GENERAL MEETINGS**

12.1 Not less than twenty one clear days notice shall be given of all Annual General Meetings or meetings called for the passing of a special resolution and not less than fourteen clear days notice shall be given of any other General Meeting:

12.1.1 in the manner hereinafter determined, or in such other manner, if any, as may be prescribed by the Association in a General Meeting;

12.1.2 to such persons as are, in accordance with the provisions of the Articles, entitled to receive notice of all meetings from the Association.

12.2 The notice shall specify the place, date and time of the meeting and the nature of the business to be transacted thereat.

12.3 In the event of a special general meeting the notice shall specify the place, date, and time of the meeting and shall contain a copy of the special resolution to be considered and the notice will in addition indicate the names of the proposer and seconder of such special resolution.

12.4 Whenever notice of a meeting is given pursuant to this Article, the Association shall forward a copy thereof to the auditors of the Association and to the Managing Agent.

## **3. PROCEEDINGS AT GENERAL MEETINGS**

13.1 The Annual General Meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements, the election of Directors and the appointment and remuneration of an auditor.

13.2 The Annual General Meeting shall also consider any levy proposed by the Directors and may deal with any other business laid before it.

- 13.3. The quorum for a General Meeting shall be forty Members or their appointed proxies present and entitled to vote.
- 13.4 No business shall be transacted at any General Meeting unless a quorum is present.
- 13.5 A corporate body, being a Member of the Association, and which is represented by a duly appointed representative, shall be deemed to be a Member personally present for the purpose of this Article.
- 13.6 If:
- 13.6.1 within thirty minutes from the time appointed for the meeting: or
- 13.6.2 at any time during the course of the meeting,
- a quorum is not present, the meeting if convened upon the requisition of Members, shall be dissolved.
- 13.7 In any other case it shall stand adjourned to a date not earlier than seven days and not later than twenty one days after the date of the meeting as the Chairperson may determine, and at the same time and place or, if not possible, at such other time and/or place as the Chairperson of the meeting shall appoint.
- 13.8 If at such adjourned meeting a quorum is not present within thirty minutes from the time appointed for holding the meeting, ten Members who are present in person and are entitled to vote shall be a quorum and may transact the business for which the meeting was called.
- 13.9 The Chairperson, or, in his absence, the Deputy Chairperson (if any) shall preside as Chairperson at every General Meeting of the Association.
- 13.10 If at any meeting neither the Chairperson nor the Deputy Chairperson is present within ten minutes after the time appointed for the meeting, or if neither of them be willing to act as Chairperson, the Directors present shall choose one of their number to act as such, but if one Director only is present, he shall preside as Chairperson if he is willing so to act.
- 13.11 In the absence of a Chairperson in terms of 13.10, the Members present shall elect one of their number to act as Chairperson.

- 13.12 The Chairperson may, with the consent of a 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 may be transacted at any adjourned meeting, except such business as may lawfully have been transacted at the meeting which was adjourned.
- 13.13 Where a meeting has been adjourned in terms of Articles 13.6, 13.7, 13.8 or 13.12 (save where the adjournment has been demanded at a meeting), the Association shall give notice stating:
- 13.13.1 the date, time and place to which the meeting has been adjourned;
  - 13.13.2 the matter before the meeting when it was adjourned; and
  - 13.13.3 the ground for the adjournment
- 13.14 If any Member present and entitled to vote at the meeting, demands an adjournment of that meeting, and if more than fifty percent of the members present and entitled to vote support such demand, the meeting shall be adjourned and the Chairperson shall, within three days of such adjournment publish in a newspaper circulating in the province where the registered office is situated, a notice stating:
- 13.14.1 the time, date and place to which the meeting has been adjourned (which date shall not be less than seven and not more than twenty-one days after the adjourned meeting);
  - 13.14.2 the matter before the meeting at the time when it was adjourned; and
  - 13.14.3 the ground for the adjournment
- 13.15 At a General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded before or immediately after the declaration of the result of the show of hands:
- 13.15.1 by the Chairperson of the meeting; or
  - 13.15.2 by not less than ten Members having the right to vote at the meeting; or
  - 13.15.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

- 13.16 Unless a poll be demanded, and the demand has not been withdrawn, a declaration by the Chairperson of the meeting that a resolution has, on a show of hands, been passed or passed unanimously or by a particular majority, or rejected an entry made to that effect in the minute book shall be conclusive evidence of that fact.
- 13.17 The result of a poll shall be deemed to be the resolution of the meeting at which the poll was held.
- 13.18 No poll may be demanded on the election of the Chairperson of the meeting or on any question of adjournment.
- 13.19 A poll demanded in respect of any other matter shall be taken at such time and place and in such manner as the Chairperson of the meeting directs (but not later than thirty days after the poll has been demanded).
- 13.20 Until such time as the poll is held, the meeting may proceed with any business, other than that upon which a poll has been demanded.
- 13.21 The Chairperson of a meeting shall appoint persons to act as scrutineers for the purpose of checking the proxies received and for counting the votes at the meeting.
- 13.21.1 If any votes were counted which ought not to have been counted or if any votes were not counted which ought to have been counted, the error shall not vitiate the resolution unless:
- 13.21.1.1 it be brought to the attention of the Chairperson at the meeting; and
- 13.21.1.2 in the opinion of the Chairperson of the meeting, it be of sufficient magnitude to vitiate the resolution.
- 13.21.2 Any objection to the admissibility of any vote (whether on a show of hands or on a poll) shall be raised:
- 13.21.2.1 at the meeting or adjourned meeting at which the vote objected to was recorded; or

13.21.2.2 at the meeting or adjourned meeting at which the result of the poll was announced,

and every vote not then disallowed shall be valid for all purposes. Any objection made timeously shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

13.22. Even if he is not a Member:

13.22.1 any Director; or

13.22.2 the Association's attorney (or where the Association's attorneys are a firm, any partner thereof),

may attend and speak at any General Meeting, but may not vote unless he is a Member or the proxy or representative of a Member.

#### **14. VOTES OF MEMBERS**

14.1 At every General Meeting:

14.1.1 every Member present in person or by proxy shall:

14.1.1.1 on a show of hands, have one vote; and

14.1.1.2 on a poll, have one vote in respect of each property of which he is the registered owner;

14.1.2 Except in cases where a special resolution is to be voted on, a Member shall not be entitled to vote at any General Meeting if:-

14.1.2.1 any levies payable by him in terms of Article 4 in respect of his property have not been duly paid and have remained in arrears for a period of three months or more; or

14.1.2.2 he persists in a breach of any of the rules referred to in these Articles, notwithstanding written warning by the Association to refrain from breaching such rule.

14.2 Any corporate body, which is a Member may, by resolution of its directors or other governing body, appoint a person to act as its representative at any General Meeting of the Association.

14.3 Such representative shall be entitled to exercise the same rights on behalf of the corporate body which he represents as that corporate body could exercise if it were an individual who was a Member of the Association.

14.4 The Directors may, but shall not be obliged to require proof to their satisfaction of the appointment or authority of such representative.

14.5 The parent or guardian of a minor, the curator bonis of a mentally disturbed Member, the liquidator of an insolvent Member and the executor of the deceased estate of a Member, may vote at any General Meeting in the same manner as if he were a Member of the Association, provided that at least forty eight hours before the time of holding the meeting at which he proposes to vote, he shall satisfy the Directors that he is such parent, guardian, curator, liquidator or executor, or that the Directors have previously admitted his right to vote in respect such Member.

## **15. PROXIES**

15.1 The appointment of a proxy shall be in writing under the hand of the person making such appointment or his agent, duly authorised in writing.

15.2 If the appointee be a corporate body, the proxy shall be signed in the manner which and by the person who binds that corporate body.

15.3 The agent under a proxy of a Member is entitled, if so authorised by the proxy, to vote on behalf of and represent such Member at any meeting of the Association.

15.4 A proxy need not be a Member of the Association.

15.5 The Directors may, if they think fit, send out with the notice of any meeting, forms of proxy for use at the meeting.

15.6 Every instrument of proxy, whether for a specified meeting or otherwise, shall be in the form or to the effect of the following, or in such other form as the Directors may approve, in either case under the heading of or referring to the Association's name:

I/We,.....of.....  
 ..... being a Member(s)  
 of **RANDJESFONTEIN COUNTRY ESTATES (Association incorporated under Section 21)** hereby  
 appoint ..... of  
 ..... or failing him .....  
 ..... of ..... or failing him the  
 Chairperson of the meeting as my/our proxy to vote for me/us on my/our behalf at the Annual General  
 Meeting or General Meeting (as the case may be) of the Association to be held on the ..... day of  
 ..... and at any adjournment thereof as follows:

	In Favour of	Against	Abstain
Resolution no. .....	.....	.....	.....
Resolution no. .....	.....	.....	.....
Resolution no. .....	.....	.....	.....

(Indicate instruction to proxy by way of a cross in the space provided above).  
 Unless otherwise instructed, my/our proxy may vote as he thinks fit.  
 Signed this ..... day of .....

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

(Note: A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his stead, and such proxy need not also be a Member of the Association.)

15.7 The instrument appointing a proxy to vote at a meeting of the Association shall be deemed also to confer authority to demand (or join in demanding) a poll, and for the

purposes of section 198(1) of the Act, a demand by a proxy shall be the same as a demand by a Member.

15.8 Any power of attorney and any instrument 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 attorney shall be deposited at the registered office or at such other place within South Africa as is specified for that purpose in the notice convening the meeting, not less than forty eight hours (excluding Saturdays, Sundays and public holidays) before the time appointed for holding:

15.8.1 the meeting or adjourned meeting at which the person named in such instrument proposes to vote;

15.8.2 a poll, where a poll is to be held after a meeting or adjourned meeting

15.9 If the power of attorney or other instrument of proxy is not deposited timeously, it shall not be treated as valid.

15.10 Unless specifically otherwise stated in the proxy, no instrument appointing a proxy shall be valid after the expiration of six months from the date thereof except at a poll demanded at a meeting originally held within the six months after the date of such instrument, or at an adjourned meeting of a meeting held within such period.

15.11 A vote by virtue of a power of attorney or an instrument of proxy shall be valid notwithstanding the previous legal incapacity of the principal or revocation of the power of attorney or instrument of proxy, unless an intimation in writing of such legal incapacity is received by the Association at the registered office not less than twenty four hours before commencement of the meeting or the taking of the poll at which the instrument of proxy is used.

## **16. DIRECTORS**

16.1 The Association shall have not less than four, and not more than ten Directors of whom at least seventy five percent must be Members of the Association;

16.2 Subject to Article 16.1, a Director need not be a Member of the Association.

**17. DIRECTORS: REMUNERATION, VACATION OF OFFICE, INTEREST IN CONTRACTS.**

17.1 The Directors shall be entitled to such reasonable remuneration as the Association in General Meeting may from time to time determine, which remuneration shall be divided among the Directors in such proportions as they may agree, or in default of such agreement, equally except that in such event any Director holding office for less than a year shall only rank in such division in proportion to the period during which he has actually held office.

17.2 Such reasonable remuneration shall accrue to the Directors from day to day.

17.3 Any Director who:

17.3.1 serves on any executive or other committee; or

17.3.2 devotes special attention to the business of the Association; or

17.3.3 otherwise performs or binds himself to perform services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director,

may be paid such reasonable extra remuneration or allowances in addition to or in substitution of the remuneration to which he may be entitled as a Director, as a disinterested quorum of the Directors may from time to time determine.

17.4 The Directors shall also be paid all their travelling and other reasonable expenses necessarily expended by them as the Association in General Meeting may from time to time determine in connection with:

17.4.1 the business of the Association; and

17.4.2 attending meetings of the Directors or of committees of the Directors of the Association

17.5 Without prejudice to any contrary provisions in the Articles, the office of a Director shall be vacated in any of the following events:

17.5.1 if his estate is sequestrated or he assigns his estate or enters into a general compromise with his creditors;

17.5.2 if he is found to be or becomes of unsound mind;

17.5.3 if a majority of his co-Directors sign and deposit at the office a written notice wherein he is requested to vacate his office (which shall become operative on deposit at the office);

17.5.4 if he be removed by a resolution of the Association of which proper notice has been given in terms of the Act;

17.5.5 if he shall, pursuant to the provisions of the Act or any order made thereunder, be prohibited from acting as a Director;

17.5.6 if he resigns his office by notice in writing to the Association;

17.5.7 if:

17.5.7.1 he is absent from meetings of the Directors for three consecutive meetings without their leave and otherwise than on the business of the Association, or fails to attend to the business of the Association for which he is responsible for more than three consecutive months; and

17.5.7.2 the Directors resolve that his office be, by reason of such absence, vacated, provided that the Directors shall have power to grant to any Director leave of absence for a definite or indefinite period.

17.6 A Director may hold any other office or position of profit under the Association (except that of auditor) or any subsidiary of the Association in conjunction with his office of Director, for such period and on such terms as to remuneration (in addition to the remuneration to which he may be entitled as a Director) and otherwise as a disinterested quorum of the Directors may determine.

17.7 A Director of the Association may be or become a director or other officer of, or otherwise interested in, any company promoted by the Association or in which the

Association may be interested as shareholder or otherwise and (except in so far as otherwise decided by the Directors) he shall not be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company.

17.8 A Director, who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Association, shall declare the nature of his interest in accordance with the Act.

17.8.1 Provided his interest is so declared, no Director or intended Director shall be disqualified by his office from contracting with the Association with regard to:

17.8.1.1 professional services rendered or to be rendered by such Director;

17.8.1.2 any sale or other transaction

17.8.2 No such contract or arrangement entered into by or on behalf of the Association in which any Director has declared his interest shall be voidable by reason only that such Director has an interest therein.

17.8.3 No Director so contracting or being so interested shall be liable to account to the Association for any profit realized by any such appointment, contract or arrangement by reason of such Director holding office or of the fiduciary relationship thereby established.

17.8.4 Any contract entered into between a Director of the Association and the Association for services to be rendered, is to be in writing, should contain the entire agreement between the Association and such Director and should be made available for inspection by all the Members of the Association.

17.8.5 Simultaneously with Clause 17.8.4 above, the Association will be required to obtain three additional quotations for such services to be rendered, which quotations are to be submitted for inspection together with the contract contained in Clause 17.8.4. above.

17.9 A Director may not vote nor be counted in the quorum and if he shall do so his vote shall not be counted on any resolution for his own appointment to any other office or position of profit under the Association or in respect of any contract or arrangement in which he is interested.

17.9.1 A contract which violates the terms of Article 17.9 may be ratified by the Association in General Meeting.

17.9.2 Subject to compliance of sections 234 to 241(inclusive) of the Act the terms of Article 17.9 shall not prevent a Director from voting as a Member at a General Meeting at which a resolution in which he has a personal interest is tabled.

17.10 The Directors may exercise the voting powers conferred by the shares held or owned by the Association in any other company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing themselves or any of them to be Directors or officers of such other company or for determining any payment of or remuneration to the Directors or officers of such other company.

17.11 A Director may vote in favour of a resolution referred to in 17.10 notwithstanding that he may be, or is about to become, a director or other officer of such other company and for that or any other reason may be interested in the exercise of such voting rights in the manner aforesaid.

## **18. RETIREMENT OF DIRECTORS IN ROTATION**

18.1 At every Annual General Meeting, 50% of the Directors for the time being shall retire from office. The longest serving Directors shall retire first, and in the event of the length of service being the same, the Directors shall draw lots to determine which of them shall retire.

18.2 A Director retiring at a meeting shall retain office until the election of Directors at that meeting has been completed.

18.3 Retiring Directors shall be eligible for re-election.

18.4 No person, other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of a Director at any General Meeting, unless:

18.4.1 not more than fourteen, but at least seven clear days before the day appointed for the meeting, there shall have been delivered at the office a notice in writing by a Member duly qualified to be present and vote at the meeting for which such notice is given;

18.4.2 such notice sets out the Member's intention to propose a specific person for election as Director; and

18.4.3 notice in writing by the proposed person of his willingness to be elected is attached thereto.

18.5 Subject to the preceding Article, the Association may at the meeting at which a Director retires, fill the vacated office by electing a person thereto and if no such election is made, the retiring Director, if willing to continue to act, shall be deemed to have been re-elected, unless:

18.5.1 it is expressly resolved at such meeting not to fill such vacated office; or

18.5.2 a resolution for the re-election of such Director shall have been put to the meeting and rejected.

18.6 The Association in General Meeting or the Directors may appoint any person as Director to fill a casual vacancy.

## **19. POWERS OF DIRECTORS**

19.1 The management and control of the business of the Association shall be vested in the Directors who, in addition to the powers and authorities expressly conferred upon them by the Articles, may exercise all powers and authorities and perform all acts which may be exercised or done by the Association, and are not hereby or by the Act expressly reserved to the Association in General Meeting.

19.2 Such management and control may not be inconsistent with the Articles nor with the provisions of the Act.

19.3 The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Act.

## **20. DUTIES OF DIRECTORS TO KEEP MINUTES**

20.1 The Directors shall cause minutes to be made of:

20.1.1 all appointments of officers made by the Directors;

20.1.2 the names of the Directors present at each meeting of the Directors;

20.1.3 all resolutions and proceedings at each meeting of the Association;

20.1.4 all resolutions passed by the Directors under Article 21.10;

20.1.5 all meetings of the Directors

20.2 Minutes of any resolutions and proceedings mentioned in 20.1 appearing in one of the minute books of the Association, shall be proof of the facts therein stated if signed by:

20.2.1 any person purporting to be the Chairperson of the meeting to which it relates; or

20.2.2 any person present at the meeting and appointed by the Directors to sign in the Chairperson's place; or

20.2.3 the Chairperson of a subsequent meeting of the Directors

20.3 Any extracts from or copy of those minutes purporting to be signed by:

20.3.1 the Chairperson of that meeting; or

20.3.2 any Director; or

20.3.3 the secretary,

shall be *prima facie* proof of the facts therein stated.

## **21. PROCEEDINGS OF DIRECTORS AND COMMITTEES**

- 21.1 The Directors may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit, provided that such meetings are held at least quarterly.
- 21.2 Until otherwise determined by the Directors, four Directors shall form a quorum.
- 21.3 The Chairperson may at any time, and the secretary, upon the request of a Director, shall at any time, convene a meeting of the Directors.
- 21.4 The Directors shall determine the number of days notice to be given for Directors meetings, and the form of that notice, provided reasonable notice is always given.
- 21.5 The Directors may:
- 21.5.1 elect a Chairperson and a Deputy Chairperson (to act in the absence of the Chairperson) of their meetings;
- 21.5.2 determine the period for which they are to hold office, which shall not exceed one year.
- 21.6 If no Chairperson or Deputy Chairperson is elected, or if at any meeting the Chairperson or Deputy Chairperson be not present within five minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to be Chairperson at such meeting.
- 21.7 All questions arising at any meeting shall be decided by a majority of votes.
- 21.8 In case of any equality of votes, the Chairperson shall not have a second or casting vote.
- 21.9 A meeting of the Directors at which a quorum is present shall be entitled to exercise all or any of the powers, authorities and discretions conferred by or in terms of the Articles which are vested in or are exercisable by the Directors generally.

21.10 A resolution in writing signed by:

21.10.1 all the Directors; or

21.10.2 all the Directors who may at the time be present in the town where the registered office is situated and who form a quorum,

shall be as valid and effectual as a resolution passed at a meeting of the Directors duly called and constituted.

21.11 Such resolutions:

21.11.1 may consist of one or more documents so signed;

21.11.2 shall have regard to the provisions of Section 236 of the Act;

21.11.3 shall be delivered to the secretary without delay, and shall be recorded by him in the Association's minute book.

21.12 Such resolution shall be deemed to have been passed on the day it was signed by the last Director or who is entitled to sign it.

21.13 A resolution referred to in 21.10 which is not signed by all the Directors shall be inoperative if it shall purport to authorise any act which a meeting of the Directors has decided shall not be authorised, until confirmed by a meeting of Directors.

21.14 The meetings and proceedings of any committee consisting of four or more Directors shall be governed by the provisions hereof in regard to meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors

21.15 All acts performed by the Directors or by a committee of Directors or by any person acting as a Director or a member of a committee shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of the Directors or persons acting as aforesaid, or that any of them were disqualified from or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

21.16 The Chairperson and/ or the Board shall be entitled to seek the advice and assistance of advisors and/or consultants to the Board from time to time and as the Chairperson or Board, as the case may be, deem fit. For the purpose of providing such advice and assistance such advisors and/or consultants or any of them shall at the request of the Chairperson or the Board as the case may be, be entitled to attend meetings of the Board and to participate therein, but not to vote on any issue considered thereat.

## **22. AUTHENTICATION OF DOCUMENTS**

22.1 Any Director or the secretary or any person appointed by the Directors for the purpose shall have power to authenticate:

22.1.1 the Memorandum and Articles of Association;

22.1.2 any resolutions passed by the Association or the Directors;

22.1.3 any books, records, documents and accounts relating to the business of the Association,

and to certify copies thereof or extracts therefrom as true copies or extracts.

22.2 Where any books, records, documents or accounts are elsewhere than at the registered office, the local Managing Agent or other officer of the Association or other person having the custody thereof shall be deemed to be a person duly appointed by the Directors for the abovementioned purpose.

22.3 Subject to the provisions of the Act or any other statute, a Member shall be entitled to request that:

22.3.1 any book, document or record be shown to him;

22.3.2 any information concerning the Association's affairs be disclosed to him.

## **23. ACCOUNTING RECORDS**

- 23.1 The Directors shall cause to be kept such accounting records as are prescribed by the Act.
- 23.2 The accounting records shall be kept at the registered office or (subject to the provisions of the Act) at such other place as the Directors think fit, and shall at all times be open to inspection by the Directors and Members.
- 23.2.1 A copy of all financial statements (including every document required by law to be annexed thereto) which are to be laid before the Association in Annual General Meeting, together with copies of the Directors' and auditors' reports, shall be delivered or sent by post to the registered address of each Member and to every person entitled to a notice of the General Meeting.
- 23.2.2 The documents referred to in 23.2.1 shall be sent at least twenty one days before such Annual General Meeting.
- 23.2.3 The documents referred to in 23.2.1 need not be sent to any person who is not entitled to receive notice of General Meeting of the Association or whose address is not known to the Association.

## **24. AUDITORS**

- 24.1 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.
- 24.2 An auditor may be a Member of the Association, but no person shall be qualified for appointment as auditor of the Association if he is:
- 24.2.1 a Director, officer or employee of the Association;
- 24.2.2 a Director, officer or employee of any company performing secretarial work for the Association;
- 24.2.3 a partner or employer or employee of a Director or an officer of the Association;

24.2.4 a person who by himself or his partner or employee habitually or regularly performs the duties of secretary or bookkeeper of the Association, save where the provisions of Section 275(3) of the Act have application and are complied with;

24.4.3 a person who at any time during the financial year was a Director or officer of the Association; or

24.4.4 not qualified to act as such under the Public Accountants' and Auditor's Act, 1951 (Act No. 51 of 1951).

## **25. SERVICE OF NOTICES**

25.1 Any notice or other document may be served by the Association upon any Member at his registered address by:

25.1.1 delivering it to him personally; or

25.1.2 despatching it by electronic mail or telefacsimile, or by post in a prepaid envelope addressed to such Member at his address notified to the Association

25.2 Each Member of the Association shall notify the Association in writing of his physical and postal address within the Republic of South Africa, and/or an electronic mail and/or telefacsimile address, any of which shall be his registered address within the meaning of the last preceding Article. The association shall be entitled, but not obliged, to give notice to any Member who has not notified the Association of the addresses contemplated in the Article, by publication thereof in a newspaper circulating in the area of Randjesfontein Country Estates.

25.3 Subject to Article 12.4, no person other than a registered Member, alternatively such Member's executor, curator, trustee, liquidator or other legally appointed representative, as the case may be, whose address appears in the Register of Members shall be entitled to receive notice of general meetings from the Association.

25.4 Any notice or other document, if served by post, shall be deemed to have been served on the fifth day after posting, and in proving such service, it shall be sufficient to prove that the notice or document was properly addressed, stamped and posted.

- 25.5 Any notice or other document, if served by hand, shall be deemed to have been served on the date of delivery.
- 25.6 Any notice or other document, if served by electronic mail or telefacsimile, shall be deemed to have been served on the day after transmission thereof.
- 25.7 Save as otherwise expressly provided, where a given number of days notice, or notice extending over any period is required to be given, the day of service shall not be counted in the number of days or other period.

## **26. INDEMNITY**

- 26.1 Every Director, Managing Agent, secretary, auditor and officer of the Association shall be indemnified out of the funds of the Association against:
- 26.1.1 all liabilities incurred by him in that capacity;
- 26.1.2 expenditure in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted; or
- 26.1.3 costs in connection with any application under Section 248 of the Act in which relief is granted to him by the Court
- 26.2 Every such person shall be indemnified by the Association against the liabilities expenses and costs listed in 26.1 and it shall be the duty of the Directors to pay out of the funds of the Association all costs, losses and expenses for which any such person may become liable by reason of:
- 26.2.1 any contract entered into; or
- 26.2.2 any act done by him,
- 26.2.3 in his capacity as Director, secretary, Managing Agent, auditor or officer of the Association or in any way in the discharge of his duties.

26.3 Subject to the provisions of the Act, no Director, Managing Agent, secretary, auditor, officer or servant of the Association shall be liable for:

26.3.1 any act, receipt, neglect or fault of any other such officer or servant of the Association; or

26.3.2 joining in any receipt or other act; or

26.3.3 loss or expense suffered by the Association through the insufficiency or deficiency of title to any property acquired by order of the Directors for and on behalf of the Association; or

26.3.4 the insufficiency or deficiency of any security in or upon which any of the monies of the Association have been invested; or

26.3.5 any loss or damage arising from the insolvency or delict of any person with whom any monies, securities or effects have been deposited; or

26.3.6 any loss or damage occasioned by any error of judgment or oversight on his part; or

26.3.7 any other loss, damage or misfortune whatever which shall happen in the execution of his duties of office or in relation thereto,

unless the same occurs through his own dishonesty or gross negligence.

## **27. GUARANTEE**

Each Member, on becoming a Member of the Association, undertakes to contribute to the assets of the Association in the event of it being wound up whilst he is a Member or within one year thereafter, for payment of the debts and liabilities of the Association contracted before he ceased to be a Member and of the costs, charges and expenses of the winding-up and for adjustment of the rights of the contributees amongst themselves, in an amount of Five Rand.

**28. PROHIBITION ON DISTRIBUTION OF INCOME AND PROPERTY**

28.1 The income and property of the Association, howsoever derived, shall be applied solely towards the promotion of its main object and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the Members of the Association or to its controlling or controlled company; provided that nothing herein contained shall prevent payment in good faith of reasonable remuneration to any officer or servant of the Association or to any Member thereof in return for any services actually rendered to the Association.

28.2 For the purposes of Article 28.1, the investment of surplus profit shall be permissible, provided that any profits occurring on such investments are applied solely towards the promotion of the main object of the Association.

**29. WINDING UP**

Upon the winding-up, de-registration or dissolution of the Association the assets of the Association remaining after satisfaction of all its liabilities shall be given or transferred to some other association or institution or associations or institutions having objects similar to its main object, to be determined by the Members of the Association at or before the time for dissolution or, failing such determination, by the court.

**30. DONATIONS**

The Association may only make donations to other companies, societies or associations having a main object similar to the Association's main objects.

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