

MEMORANDUM OF INCORPORATION

FOR A NON-PROFIT COMPANY WITH MEMBERS

DALINET NPC (REG NO.: 2010/013384/08)

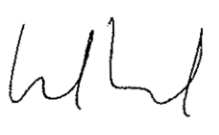
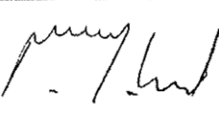
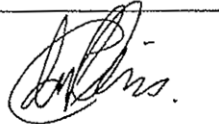
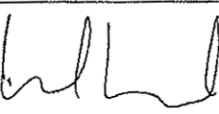
to be known as

LORD'S VIEW PROPERTY OWNERS ASSOCIATION NPC

("LVPOA")

This MOI was adopted by Special Resolution passed on **23 June 2013**, a copy of which was filed together with the notice of amendment in substitution for the memorandum of association and the articles of association of the Company (which were the constitutional documents of the Company in terms of the Companies Act No. 61 of 1973). This MOI takes effect (in terms of section 16(9)(b)(i) of the Companies Act) on the date of filing hereof.

This MOI was adopted by the Incorporators as evidenced by their signatures below:

Name, postal address and e-mail address of Incorporator	Identity/Registration Number of Incorporator	Signature	Date
Warwick Lord 39B St. James Crescent, Bryanston 2021 warwick@awl.co.za	Identity Number 790105 5263 08 3		24/6/2013
Peter John Lord c/o 39B St. James Crescent, Bryanston 2021 peter@awl.co.za	Identity Number 540318 5087 08 8		24/6/2013
Charl Deon Du Plessis 57A Waterfall Avenue Craighall 2024 charl@marclaw.co.za	Identity Number 631111 5050 08 5		24/6/2013
The Lord Trust c/o 39B St. James Crescent, Bryanston, 2021 warwick@awl.co.za	Registration Number IT802/1993		24/6/2013

Proposed amendment to the MOI: In terms of Clause 6 of the MOI, all amendments shall be in accordance and subject to Section 16(1) of the Act.

Amendment to MOI Clause 27.8 adopted by members during the Annual General Meeting held **20 July 2020**.

Name and e-mail address of Incorporator	Identification Number	Signature	Date
Warwick Lord warwick@lordsview.co.za	790105 5263 083		
Riaan Gous riaan@equites.co.za	650625 5051 088		
Mel Potgieter Mel.potgieter@magnathomson.com	731112 5093 082		
Peter Truby Peter@improvon.co.za	660123 5018 081		
Grant Scrutton grants@arbhold.co.za	620327 5002 081		

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1. INTERPRETATION AND DEFINITIONS

In this MOI —

- 1.1 words that are defined in the Companies Act (which are contained in Annex 1 for easy reference) but not defined in this MOI will bear the same meaning in this as in the Act.
- 1.2 unless the context otherwise requires —
- 1.2.1 "**Act**" means the Companies Act, No. 71 of 2008 (as amended); including any amendment, consolidation or re-enactment thereof;
- 1.2.2 "**alienate**" means to alienate or dispose of immovable property by way of sale, exchange, donation, deed, cession, assignment, acquisitive prescription, court order or insolvency (either voluntary or by the Court), irrespective of whether such alienation is subject to suspensive or resolutive conditions and "alienation" shall have a corresponding meaning;
- 1.2.3 "**architectural review committee**" means the committee established in terms of this MOI, responsible for monitoring compliance with the architectural design criteria on behalf of the LVPOA;
- 1.2.4 "**architectural design criteria**" means the architectural guidelines which govern the procedure for the preparation and submission of a site development plan by a member for approval by the architectural review committee;
- 1.2.5 "**auditors**" means the auditors of the LVPOA, appointed in terms of the Act, from time to time;
- 1.2.6 "**board**" means the board of directors from time to time of the LVPOA;
- 1.2.7 "**building**" means the building and other improvements on an erf constructed by a member as prescribed in the architectural design criteria, and "buildings" shall bear a corresponding meaning;
- 1.2.8 "**chairman**" means the chairman from time to time of the board;
- 1.2.9 "**conditions of establishment**" means the conditions of establishment of the development as promulgated by the local authority from time to time in terms of the ordinance;
- 1.2.10 "**conduct rules**" means the rules created by the board which regulates the use, enjoyment and conduct of the members in the development;
- 1.2.11 "**deeds registry**" means the office of the Registrar of Deeds at Pretoria, established in terms Section 1(1)(a) of the Deeds Registries Act, within which jurisdiction the development is situated;
- 1.2.12 "**deeds registries act**" means the Deeds Registries Act, No. 47 of 1937, as amended;
- 1.2.13 "**deliver**" means deliver in the manner in which the LVPOA is entitled to give notice or deliver documents in accordance with clause 26 of the Act;
- 1.2.14 "**developer**" means The Trustees for the Time being of the Lord Trust, Registration Number IT802/1993;
- 1.2.15 "**development**" means the proposed phased industrial park to be developed on the land, to be known as "LORDS VIEW INDUSTRIAL PARK", consisting of industrial erven, roads and public open spaces and

zoned "Industrial One" under the provisions of Chapter III, Part C of the ordinance;

- 1.2.16 **"development period"** means the period commencing from the date upon which the first township in the development is declared an approved township in terms of Section 103 of the ordinance, and terminating upon which date the last erf within the development is sold and transferred into the name of a purchaser in the Deeds Registry with approved site development plans, alternatively, upon the date that the developer notifies the LVPOA in writing that it has ceased development of the land and waives the rights herein conferred upon it;
- 1.2.17 **"directors"** the directors for the time being of the LVPOA 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;
- 1.2.18 **"effective date"** means the date on which the Act came into operation, namely 18 May 2011;
- 1.2.19 **"electronic address"** means in regard to electronic communication, any email address furnished to the LVPOA by a member;
- 1.2.20 **"environmental authorisation"** means the authorisation dated 10 March 2009 granted by the Gauteng Department of Agriculture, Conservation and Environment ("GDACE") under reference: Gaut:002/07-08/N1124 in terms whereof GDACE granted its authorisation for the development in terms of the National Environmental Management Act, 1998 (Act 107 of 1998) and the Environmental Impact Assessment Regulations, 2006;
- 1.2.21 **"erf"** means an erf in the development and "erven" shall bear a corresponding meaning;
- 1.2.22 **"financial year"** means the financial year of the LVPOA which shall run from the first day of March in any year to the last day of February in the subsequent year unless otherwise required by law;
- 1.2.23 **"general meeting"** means an annual general meeting or a general meeting of the LVPOA;
- 1.2.24 **"ineligible or disqualified"** means ineligible or disqualified as contemplated in the Act (a list of which is set out in Annexure 2) which shall apply not only to directors and alternate directors but also to members of board committees and prescribed officers;
- 1.2.25 **"in writing"** means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
- 1.2.26 **"LVPOA"** means DALINET NPC, which is about to change its name to **"LORD'S VIEW PROPERTY OWNERS ASSOCIATION NPC"** (a non-profit company incorporated in terms of Section 8 of the Act) or by whatever other name it may be known from time to time;
- 1.2.27 **"land"** means collectively:
- the Remaining Extent of Portion 36;
 - the Remaining Extent of Portion 22;
 - a Portion of Portion 23;
 - the Remaining Extent of Portion 39;
 - Portion 149 (a portion of Portion 123);

of the Farm Klipfontein No. 12, Registration Division I.R., and any further land acquired by the developer and/or the LVPOA during the development period as part of, and to be incorporated into the development;

- 1.2.28 "**legal incapacity**" means death, sequestration or judicial management or liquidation; or placing under curatorship by reason of insanity or prodigality, infancy or minority; or any other reason which, in the opinion of the directors, deprives a person of his legal capacity to act;
- 1.2.29 "**local authority**" means collectively, the Ekurhuleni Metropolitan Municipality and/or the Johannesburg Metropolitan Municipality, whichever is the applicable municipality within which jurisdiction the development or part thereof is situated;
- 1.2.30 "**LVE**" means Lords View Electrical Proprietary Limited, a company incorporated in accordance with the laws of South Africa, to be appointed by the developer as a specialist service provider for the re-selling, distribution, maintenance and administration of the supply of electricity to the development;
- 1.2.31 "**member**" means a person who is a registered owner of an erf or erven who holds membership in and specified rights in the LVPOA as contemplated in Item 4 of Schedule 'I' to the Act, but subject to Article 5 of this MOI;
- 1.2.32 "**MOI**" means this memorandum of incorporation of the LVPOA as now framed or as from time to time amended by special resolution;
- 1.2.33 "**office**" means the registered office of the LVPOA;
- 1.2.34 "**ordinance**" means the Town-Planning and Townships Ordinance, Ordinance (Transvaal) No. 15 of 1986, and any amendment thereto and its successors in title;
- 1.2.35 "**park manager**" means any person or body appointed by the LVPOA as an independent contractor to undertake routine management of the development and of the affairs of the LVPOA, and/or the designated park manager;
- 1.2.36 "**regulations**" means the regulations published under the Act;
- 1.2.37 "**roads and public open spaces**" means such roads including access ways as may be constructed in the development and any public open space provided for in the applicable town planning scheme of the development for use in common by members of the public;
- 1.2.38 "**secretary**" means the secretary of the LVPOA for the time being, or any person duly authorised thereto by the directors acting in the place of such secretary for the time being, or any person appointed by the directors to perform any of the duties of the secretary; or any person duly authorised to represent a corporate body which is the secretary of the LVPOA;
- 1.2.39 "**services**" means the provision of water, sewerage, electricity, storm water, refuse removal, and such other utilities and amenities as may be provided by the local authority;
- 1.2.40 "**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 corresponding meaning;

- 1.2.41 "**site development plan**" means the plan to be compiled by a member in terms of the architectural design criteria for approval by the LVPOA and thereafter by the local authority.
- 1.2.42 "**vice-chairperson**" means the vice-chairperson of the LVPOA from time to time;
- 1.2.43 "**these presents**" means this MOI and any regulations of the LVPOA, as approved and from time to time in force;
- 1.2.44 "**writing**" includes electronic communication but as regards any member entitled to vote, only to the extent that such member has notified the LVPOA of an electronic address;
- 1.3 references to members represented by proxy shall include members entitled to vote represented by an agent appointed under a general or special power of attorney;
- 1.4 references to members entitled to vote present at a meeting or acting in person shall include juristic persons represented by duly authorised representative or acting in the manner prescribed in the Act;
- 1.5 all references to "section/s" in this MOI refer to the sections of the Act unless the context indicates otherwise;
- 1.6 the headings are for reference purposes only and shall not affect the interpretation of this MOI;
- 1.7 if any term is defined within the context of any particular clause in the MOI, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this MOI, notwithstanding that that term has not been defined in this interpretation provision;
- 1.8 save during the period contemplated in item 4(4) of Schedule 5 of the Act when this MOI shall prevail, if the provisions of this MOI are in any way inconsistent with the provisions of the Act, the provisions of the Act shall prevail, and this MOI shall be read in all respects subject to the Act;
- 1.9 the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply to this MOI.
- 1.10 unless the context otherwise requires, any words importing singular number shall also include the plural number, and vice versa and words importing any one gender only shall include the other two genders;
- 1.11 subject as aforesaid, any words or expressions defined in the Act or in the Sectional Titles Act 1986, as amended or any statutory modifications of such Acts in force at the date on which this MOI become binding on the LVPOA shall, if not inconsistent with the subject or context, bear the same meaning in this MOI.

2. NON-PROFIT COMPANY

The LVPOA —

- 2.1 is subject to the provisions of Schedule 1 of the Act concerning non-profit companies;
- 2.2 is a non-profit company with voting members, incorporated for a public benefit, or communal or group interests, or other object as required by Item 1(1) of Schedule 1 of the Act;

- 2.3 is one, the income and property of which cannot be distributed to its incorporators, members, directors, officers or persons related to any of them, except to the extent permitted by Item 1(3) of Schedule 1 to the Act.

3. MAIN BUSINESS, OBJECTS AND POLICIES OF THE LVPOA

The main business, objects and policies of the LVPOA is to:

- 3.1 promote, advance, administer and protect the communal or group interests of members and the members of further townships adjacent to the land that may be developed by the developer;
- 3.2 enforce compliance with the architectural design criteria and this MOI.

4. POWERS OF THE COMPANY

- 4.1 The LVPOA shall have such powers as set out in Schedule 1 to the Act - "Provisions concerning non-profit companies".
- 4.2 The LVPOA shall have all the powers which are necessary, conducive or incidental to the attainment or furtherance of its main business, purpose, objects and policies as set out in its MOI, which powers include:
- 4.2.1 the capacity to enter into any agreement or contract of any nature with any person (natural or juristic) statutory body, government, municipal, local or other authority or affiliate or subsidiary, including LVE, necessary to carry out the purpose, objects and policies of the LVPOA;
- 4.2.2 remunerating any person for services rendered or to be rendered in respect of organising or managing the LVPOA's affairs;
- 4.2.3 opening bank accounts, investing or borrowing money, drawing, making, accepting, endorsing, discounting, executing and/or issuing negotiable or transferable instruments of any kind;
- 4.2.4 applying for and obtaining any order (including any court order), directive, regulation or other authorisation or provision for the benefit of the LVPOA;
- 4.2.5 making such conduct rules as are conducive to the LVPOA attaining its purpose, objects and policies;
- 4.2.6 regulating relations between members themselves and between members and the LVPOA; and
- 4.2.7 constituting any body of representatives of members into a committee with delegated powers to manage the affairs of the LVPOA on its behalf;
- 4.2.8 generally doing or causing to be done such acts or things which may be incidental or conducive to the attainment of the purpose, objects and policies of the LVPOA;
- 4.2.9 to enforce compliance of and implementation with the architectural design criteria;
- 4.2.10 imposing fines on its members for contraventions of this MOI, including contraventions of the architectural design criteria and conduct rules and recover such fines or compulsory contributions from its members.
- 4.3 The specific powers or part of any powers of the LVPOA which are excluded from the plenary powers set out in the Act are the powers to:

- 4.3.1 make loans to persons, unless otherwise resolved by members in a general meeting;
- 4.3.2 form and to acquire an interest in any company or companies having the same or similar objects to the LVPOA for the purpose of acquiring the undertaking of all, or any of the assets or liabilities of the LVPOA or for any other purpose which may seem, directly or indirectly, calculated to benefit the LVPOA, and to transfer to any such or companies, the undertaking of all or any assets or liabilities of the LVPOA;
- 4.3.3 amalgamate with any other companies having the same or similar purpose, objects and policies as the LVPOA which power will only be exercised if such other company's purpose, objects and policies are similar to the purpose, objects and policies of the LVPOA;
- 4.3.4 take part in the management, supervision and control of the business or operations of any other company or business or body corporate having the same or similar purpose, objects and policies as the LVPOA and to enter into partnerships having the same or similar purpose, objects and policies as the LVPOA;
- 4.3.5 make donations to any person unless otherwise resolved by members in a general meeting;
- 4.3.6 pay gratuities and pensions and establish pension schemes and incentive schemes in respect of its officers and bona fide employees, unless otherwise resolved by members in a general meeting;
- 4.3.7 distribute in specie or in kind any of its assets amongst its members.

5. MEMBERSHIP AND CESSATION OF MEMBERSHIP

- 5.1 As contemplated in Item 4.1 of Schedule 1 of the Act, the LVPOA has members.
- 5.2 Membership of the LVPOA shall be limited to —
 - 5.2.1 the developer in its capacity as such or its successors in title or their successors in title in their capacity as such; and
 - 5.2.2 any other person who is, in terms of the Deeds Registries Act (and if applicable, the Sectional Titles Act), reflected in the deeds registry as the registered owner of an erf.
- 5.3 Any person so reflected in the records of the deeds registry concerned, as a registered owner of an erf in the development, shall be deemed to be the registered owner of such erf.
- 5.4 Where any erf is owned by more than one person, all the registered owners of that erf shall together be deemed to be one member and have the rights and obligations of one member; provided, however, that all co-owners of an erf are jointly and severally liable for the due performance of all their obligations to the LVPOA.
- 5.5 When a member becomes the registered owner of an erf, such member shall ipso facto become a member of the LVPOA, and when such member ceases to be the registered owner of an erf, such member shall ipso facto cease to be a member of the LVPOA, provided that a former member will not be relieved of any of such former member's obligations towards the LVPOA which arose prior to such former member ceasing to be a member.

- 5.6 No member shall let or otherwise part with occupation of such member's erf, whether temporarily or otherwise, unless such member has agreed with the proposed occupier of such erf, as a *stipulatio alteri* in favour of the LVPOA, that such occupier shall be bound by and shall comply with the terms and conditions of this MOI.
- 5.7 The developer may at any time abandon in whole or in part any rights conferred upon it in terms of this MOI, by giving the LVPOA notice thereof.
- 5.8 A registered owner of an erf may not resign as a member of the LVPOA.
- 5.9 The rights and obligations of a member shall not be transferable and every member shall —
- 5.9.1 to the best of such member's ability further the purpose, objects and policies of the LVPOA;
- 5.9.2 observe all rules, regulations, directions, procedures or the like formulated by the LVPOA or the board from time to time; provided that nothing contained in this MOI shall prevent a member from ceding such member's rights as security to the mortgagee of that member's erf; and
- 5.9.3 be deemed to have knowledge of the provisions of this MOI, the conduct rules, the architectural design criteria and any other documents or agreements referred to in this MOI.
- 5.10 No member is entitled to any of the privileges of membership unless and until such member has paid the applicable levy and any other amount (if any), which is due and payable by such member to the LVPOA.
- 5.11 If any member, or any employee, lessee or invitee of such member intentionally or negligently damages any property of the LVPOA, whether movable or immovable, such member is personally liable to make good such damage. Should the member fail to do so within the time stipulated in the written notice of the LVPOA calling upon such member to do so, then the LVPOA is entitled to have the necessary repairs effected and upon demand recover the costs thereof from the member concerned.
- 5.12 The developer may at any time abandon, cede and assign, in whole or in part any rights conferred upon it in terms of the MOI during the development period and shall be deemed to have done so at the end of the development period, provided that nothing hereinbefore contained shall be construed as depriving the developer of any rights it may have in terms hereof as an ordinary member of the LVPOA. The cessionary shall be entitled to exercise all such rights / perform all such obligations as the developer may have had.
- 5.13 The developer shall, when it is no longer the owner of any land or erf, cease to be a member of the LVPOA.
- 5.14 The acquisition of membership of the LVPOA shall be automatic and non-renounceable by persons qualifying for it in terms of this clause 5.
- 5.15 Any qualifying natural or juristic person may be a member of the LVPOA.
- 5.16 Each member shall have one vote on every resolution proposed, whether with or on a show of hands or on a poll, save that the developer shall, during the development period, have 150 votes in addition to the erven registered in its name.
- 5.17 The board may from time to time prescribe the amounts of any contributions or levies payable by members and the periods covered thereby.
- 5.18 The board may suspend the voting rights of any member who acts in any way contrary to the interests of the LVPOA.

6. AMENDMENTS TO THE MOI

Save for correcting errors substantiated as such from objective evidence or which are self-evident errors including, but without limitation, *ejusdem generis*, spelling, punctuation, reference, grammar or similar defects in the MOI, which the board is empowered to do, all other amendments of the MOI shall be effected in accordance with section 16(1) of the Act. The board shall publish a copy of any such correction effected by the board on the LVPOA's website.

7. THE MAKING OF RULES

The board shall publish a copy of any rules which it may make for the LVPOA or which it may amend, on its website, unless —

- 7.1 the amendment is one to correct self-evident errors including, but without limitation, *ejusdem generis*, spelling, punctuation, reference, grammar or similar defects, in which event the board shall publish a copy of any such correction effected by the board on the LVPOA's website;
- 7.2 in making any rules in question, the board may determine that any other method of publication may or shall be used.

8. CONDITIONS

The special conditions which apply to the LVPOA are —

- 8.1 the income and property of the LVPOA when so ever derived shall be applied solely towards the promotion of its purpose, object and policies 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 LVPOA or to its holding company or subsidiary, provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or employee of the LVPOA or to any member thereof in return for any services actually rendered to the LVPOA;
- 8.2 upon its winding-up, deregistration or dissolution, the assets of the LVPOA remaining after satisfaction of all its liabilities shall be given or transferred to a public benefit organisation in South Africa approved by the Commissioner for the South African Revenue Service in terms of Section 30 of the Income Tax Act 1962, as amended, ("the ITA") and the Ninth Schedule of the ITA and which —
 - 8.2.1 is exempt from income tax and donations tax on bequests or accruals from the estates of deceased persons in favour of public benefit organisations or which are exempt from the payment of estate duty and are exempt from the payment of skills development levies in terms of the Skills Development Levies Act 1999;
 - 8.2.2 is registered, insofar as may be necessary, in terms of the Non-Profit Organisations Act 1997.

If the members of the LVPOA fail at or before the time of its dissolution fail to make such determination, same shall be made by the court.

9. FINANCIAL YEAR

The financial year of the LVPOA is 1 March to the end of February of every year.

10. ACCOUNTING RECORDS AND FINANCIAL STATEMENTS

- 10.1 The LVPOA shall maintain the necessary accounting records which shall be accessible from its registered office.

- 10.2 The LVPOA shall prepare its financial statements in accordance with the International Financial Reporting Standards or, if it qualifies, in accordance with the International Financial Reporting Standards for Small and Medium Enterprises, as adopted by the International Accounting Standards Board or its successor body.
- 10.3 The directors shall from time to time determine at what times and places (save in the case of accounting records which shall be accessible from the registered office) and under what conditions, subject to the requirements of the regulations published under the Act, the documents which its members are entitled to inspect and take copies of (being the MOI, amendments to the MOI, any rules, records in respect of directors, accounting records required to be maintained by the LVPOA, notices and minutes of shareholders meetings, communications generally to its members, the securities register), shall be open to inspection by its members, not being directors.
- 10.4 Apart from its members and directors, no other person shall be entitled to inspect any of the documents of the LVPOA unless expressly authorised by the directors or by ordinary resolution.
- 10.5 The LVPOA shall notify its members of the availability of any annual financial statements of the LVPOA, setting out the steps required to obtain a copy of those financial statements. If a member or director demands a copy of the annual financial statements, the LVPOA shall make same available to such member or director, free of charge.

11. MEMBERS' MEETINGS AND ROUND ROBIN RESOLUTIONS

- 11.1 The LVPOA shall, as determined by the board, either —
- 11.1.1 hold a meeting of its members in order to consider one or more resolutions; or
 - 11.1.2 as regards such resolution/s that could be voted on at a members' meeting, instead require them to be dealt with by round robin resolution within 10 (ten) business days after a round robin resolution is adopted including conducting an election of directors. The LVPOA must deliver a statement describing the results of the vote, consent process, or election to every member or other person who was entitled to vote on or consent to the round robin resolution.
- 11.2 A company must hold a members' meeting or put the proposed resolution by way of a round robin resolution —
- 11.2.1 at any time that the board is required by the Act or the MOI to refer a matter to members entitled to vote for decision;
 - 11.2.2 whenever required to fill a vacancy on the board.
- 11.3 Each resolution shall be expressed with sufficient clarity and specificity and accompanied by sufficient information / explanatory material to enable a person who is entitled to vote on the resolution to determine whether to participate in the members' meeting, if applicable, and to seek to influence the outcome of the vote on the resolution. Once a resolution has been approved, it may not be challenged or impugned on the ground that it did not comply with the foregoing.
- 11.4 At every general meeting —
- 11.4.1 the developer shall have 150 (one hundred and fifty) votes in addition to the votes conferred upon it in terms of 11.4.2, provided however that this provision shall only apply during the development period;

- 11.4.2 every member, including the developer, present in person or by proxy and entitled to vote shall have 1 (one) vote for each erf registered in such member's name, except that, if a member consolidates any erven in the development, it shall have as many votes as it would have had prior to the consolidation;
- 11.4.3 if an erf is registered in the name of more than one person, then all such co-owners shall jointly have 1 (one) vote; and
- 11.4.4 any member, including the developer, holding undeveloped land in the development shall have 1 (one) vote for each separate erf registered in such member's name, subject to the provisions of this 11.4.
- 11.5 Any corporate body conferring the right to vote may, by resolution of its directors or other governing body, appoint a person to act as its representative at any general meeting of the LVPOA.
- 11.6 Such representatives 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 any individual who was a member of the LVPOA.
- 11.7 A person who is entitled to more than 1 (one) vote need not cast all his votes, or cast them in the same manner.
- 11.8 The board or a member entitled to vote, may, whenever she/he/it thinks fit, convene a members' meeting or put the proposed resolution by way of a round robin resolution. A members' meeting must be convened or the board must put the proposed resolution by way of a round robin resolution, if one or more written and signed demands for such a members' meeting or round robin resolution is/are delivered to the LVPOA, and —
- 11.8.1 each such demand describes the specific purpose for which the members' meeting is proposed; and
- 11.8.2 in aggregate, demands for substantially the same purpose are made and signed by members holding at least 10% (ten per cent) of the voting rights entitled to be exercised in relation to the matter to be considered.
- 11.9 A round robin resolution, will be passed if signed by all persons entitled to exercise sufficient voting rights for it to have been adopted as an ordinary or special resolution, as the case may be, at a properly constituted members' meeting.
- 11.10 Every members' meeting shall be held where the board determines from time to time. The authority of the LVPOA to conduct a members' meeting entirely by electronic communication, or to provide for participation in a members' meeting by electronic communication so long as the electronic communication employed ordinarily enables all persons participating in that members' meeting to communicate concurrently with each other without an intermediary, and to participate reasonably effectively in the members' meetings, is as set out in Section 63(2) of the Act.
- 11.11 A members' meeting shall be called on at least (10) business days' notice delivered by the LVPOA to all members entitled to vote or otherwise entitled to receive notice.
- 11.12 The LVPOA may call a members' meeting with less notice than required by clause 11.11, but such a members' meeting may proceed only if every person who is entitled to exercise voting rights in respect of any item on the meeting agenda —
- 11.12.1 is present at the members' meeting; and
- 11.12.2 votes to waive the required minimum notice of the members' meeting.
- 11.13 A member entitled to vote, who is present at a members' meeting —

- 11.13.1 is regarded as having received or waived notice of the members' meeting;
 - 11.13.2 has a right to —
 - 11.13.2.1 allege a material defect in the form of notice for a particular item on the agenda for the members' meeting; and
 - 11.13.2.2 participate in the determination whether to waive the requirements for notice, if at least the required minimum notice was given, or to ratify a defective notice; and
 - 11.13.3 except to the extent set out in clause 11.13.2, is regarded to have waived any right based on an actual or alleged material defect in the notice of the members' meeting.
- 11.14 A notice of a members' meeting must be in writing, in plain language and must include —
- 11.14.1 the date, time and place for the meeting, and the record rate for the meeting;
 - 11.14.2 the general purpose of the meeting and any specific purpose;
 - 11.14.3 a copy of any proposed resolution of which the LVPOA has received notice, and which is to be considered at the meeting, and a notice of the percentage of voting rights that will be required for that resolution to be adopted;
 - 11.14.4 a reasonably prominent statement that —
 - 11.14.4.1 a member entitled to attend and vote at the members' meeting shall be entitled to appoint a proxy to attend, participate in, speak and vote at the members' meeting in the place of the member entitled to vote or give or withhold written consent on behalf of the member entitled to vote to a decision by round robin resolution;
 - 11.14.4.2 a proxy need not be a member;
 - 11.14.4.3 the proxy may delegate the authority granted to her/him/it as proxy, subject to any restriction in the proxy itself;
 - 11.14.4.4 participants in a members' meeting are required to furnish satisfactory identification in terms of Section 63(1) of the Act in order to reasonably satisfy the person presiding at the members' meeting;
 - 11.14.4.5 participation in the members' meeting by electronic communication is available, and provide any necessary information to enable members entitled to vote or their proxies to access the available medium or means of electronic communication and advise that access to the medium or means of electronic communication is at the expense of the member entitled to vote or proxy, except to the extent that the LVPOA determines otherwise.
- 11.15 A members' meeting may proceed notwithstanding a material defect in the giving of the notice, subject to clause 11.16, only if every person who is entitled to exercise voting rights in respect of each item on the agenda of the members' meeting is present at the members' meeting and votes to approve the ratification of the defective notice.

- 11.16 If a material defect in the form or manner of giving notice of a members' meeting relates only to one or more particular matters on the agenda for the members' meeting —
- 11.16.1 any such matter may be severed from the agenda, and the notice remains valid with respect to any remaining matters on the agenda; and
 - 11.16.2 the members' meeting may proceed to consider a severed matter, if the defective notice in respect of that matter has been ratified.
- 11.17 An immaterial defect in the form or manner of delivering notice of a members' meeting, or an accidental or inadvertent failure in the delivery of the notice to any particular member to whom it was addressed, does not invalidate any action taken at the members' meeting.
- 11.18 Business may be transacted at any members' meeting only while a quorum is present. There shall be no quorum during the development period unless the developer's nominee is present.
- 11.19 The quorum shall be sufficient persons present at the members' meeting to exercise, in aggregate, at least 50% (fifty per cent) of all of the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the members' meeting, but if the company —
- 11.19.1 has 2 (two) persons entitled to vote, the members' meeting may proceed;
 - 11.19.2 is a subsidiary of a company, those constituting the quorum must include its holding company represented at the meeting;
 - 11.19.3 is a wholly owned subsidiary, the quorum shall be its holding company.
- 11.20 A matter to be decided at the members' meeting may not begin to be considered unless sufficient persons are present at the members' meeting to exercise, in aggregate, at least 50% (fifty per cent) of all of the voting rights that are entitled to be exercised on that matter at the time the matter is called on the agenda for the members' meeting, but if the company has more than 2 (two) persons entitled to vote, a matter may not begin to be debated, unless in addition at least 2 (two) persons entitled to vote thereon are present.
- 11.21 If within 30 (thirty) minutes from the time appointed for the members' meeting to commence, a quorum is not present, the members' meeting shall be postponed, without motion, vote or further notice, for 1 (one) week to the same day in the next week or, if that day be a non-business day, to the next succeeding day which is a business day, and if at such adjourned members' meeting a quorum is not present within 30 (thirty) minutes from the time appointed for the members' meeting then, the person/s entitled to vote present shall be deemed to be the requisite quorum.
- 11.22 A members' meeting, or the consideration of any matter being debated at the members' meeting, may be adjourned from time to time without further notice on a motion supported by persons entitled to exercise, in aggregate, a majority of the voting rights —
- 11.22.1 held by all of the persons who are present at the members' meeting at the time; and
 - 11.22.2 that are entitled to be exercised on at least one matter remaining on the agenda of the members' meeting, or on the matter under debate, as the case may be. Such adjournment may be either to a fixed time and place or until further notice (in which latter case a further notice shall be delivered to members) as agreed at the members' meeting.

- 11.23 A members' meeting may not be adjourned beyond the earlier of —
- 11.23.1 the date that is 120 (one hundred and twenty) business days after the record date; or
 - 11.23.2 the date that is 60 (sixty) business days after the date on which the adjournment occurred.
- 11.24 No further notice is required to be delivered by the LVPOA of a members' meeting that is postponed or adjourned, unless the location for the members' meeting is different from —
- 11.24.1 the location of the postponed or adjourned members' meeting; or
 - 11.24.2 a location announced at the time of adjournment, in the case of an adjourned members' meeting.
- 11.25 After a quorum has been established for a members' meeting, or for a matter to be considered at a members' meeting, the members' meeting may continue, or the matter may be considered, so long as at least 1 (one) person with voting rights entitled to be exercised at the members' meeting, or on that matter, is present at the members' meeting.
- 11.26 The chairperson, if any, of the board shall preside as chairperson at every members' meeting. If there is no such chairperson, or if at any members' meeting s/he is not present within 15 (fifteen) minutes after the time appointed for holding the members' meeting or is unwilling to act as chairperson, the persons entitled to vote which are present shall select a director present at the members' meeting, or if no director be present at the members' meeting, or if all the directors present decline to take the chair, the persons entitled to vote shall select one of their number who is present to be chairperson of the members' meeting.
- 11.27 At any members' meeting a resolution put to the vote 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 —
- 11.27.1 not less than 5 (five) persons having the right to vote on that matter; or
 - 11.27.2 a person/s entitled to exercise not less than 1/10th (one tenth) of the total voting rights entitled to vote on that matter, and, unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands been carried, or carried unanimously, or by a particular majority, or defeated, and an entry to that effect in the minute book of the LVPOA, 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 objection shall be raised as to the admissibility of any vote except at the members' meeting or adjourned members' meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such members' meeting shall be valid for all purposes. Any such objection shall be referred to the chairperson of the members' meeting, whose decision shall be final and conclusive.
- 11.28 If a poll is duly demanded it shall be taken in such manner as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the members' meeting at which the poll was demanded. Scrutineers may be appointed by the chairperson to declare the result of the poll, and if appointed their decision, which shall be given by the chairperson of the members' meeting, shall be deemed to be the resolution of the members' meeting at which the poll is demanded.

- 11.29 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the members' 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.
- 11.30 The demand for a poll shall not prevent the continuation of a members' meeting for the transaction of any business other than the question upon which the poll has been demanded. The demand for a poll may be withdrawn.
- 11.31 Every member of the LVPOA may vote at any member's meeting.
- 11.32 Every resolution of members is either an ordinary resolution or a special resolution. An ordinary resolution, save to the extent expressly provided in respect of a particular matter contemplated in this MOI, shall require to be adopted with the support of more than 50% (fifty per cent) of the voting rights exercised on the resolution. A special resolution, save to the extent expressly provided in respect of a particular matter contemplated in this MOI, shall require to be adopted with the support of more than 75% (seventy five per cent) of the voting rights exercised on the resolution.
- 11.33 No form appointing a proxy shall be valid after the expiration of 1 (one) year from the date when it was signed unless the proxy itself provides for a longer or shorter duration but it may be revoked at any time. The appointment is revocable unless the proxy appointment expressly states otherwise, and may be revoked by cancelling it in writing, or making a later inconsistent appointment of a proxy, and delivering a copy of the revocation instrument to the proxy, and to the LVPOA. The appointment is suspended at any time and to the extent that the member entitled to vote chooses to act directly and in person in the exercise of any rights as a member entitled to vote.
- 11.34 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 or authority shall be delivered to the LVPOA immediately prior to the members' meeting, before the proxy exercises any rights of the member entitled to vote at a members' meeting.
- 11.35 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental disorder of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the securities in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the LVPOA at its registered office before the commencement of the members' meeting or adjourned members' meeting at which the proxy is used.
- 11.36 Subject to the provisions of the Act, a form appointing a proxy may be in any usual or common form. The LVPOA shall supply a generally standard form of proxy upon request by a member entitled to vote.
- 11.37 If a proxy is received duly signed but with no indication as to how the person named therein should vote on any issue, the proxy may vote or abstain from voting as she/he/it sees fit.

12. RECORD DATE

- 12.1 If the board determines the record date, it may not be earlier than the date on which the record date is determined or more than 10 (ten) business days before the date on which the event or action, for which the record date is being set, is scheduled to occur.
- 12.2 If, at any time, the board fails to determine a record date, the record date for the relevant matter is —
- 12.2.1 in the case of a members' meeting, the latest date by which the LVPOA is required to deliver to members entitled to vote, notice of that members' meeting; or

12.2.2 the date of the action or event, in any other case.

12.3 The LVPOA must publish a notice of a record date for any matter by —

12.3.1 delivering a copy to each member; and

12.3.2 posting a conspicuous copy of the notice —

12.3.2.1 at its registered office;

12.3.2.2 on its website, if it has one.

13. FIRST DIRECTORS, ELECTION OF DIRECTORS AND ALTERNATE DIRECTORS AND CASUAL VACANCIES

13.1 The minimum number of directors shall be 3 (three), provided that there shall always be at least one director appointed by the developer during the development period. Any failure by the LVPOA at any time to have the minimum number of directors, does not limit or negate the authority of the board, or invalidate anything done by the board or the LVPOA in regard to the appointment of the necessary further directors.

13.2 Each incorporator of the LVPOA is a director of the LVPOA from incorporation and shall serve until at least the minimum number of directors has been elected by the persons entitled to vote to elect directors. If the number is less the minimum number referred to in clause 13.1, the board must call a members' meeting within 40 (forty) business days after incorporation of the LVPOA for the purpose of electing sufficient directors to fill all vacancies on the board at the time of the election.

13.3 Each of the directors and the alternate directors, other than the first directors, shall be elected (which in the case of a vacancy arising shall take place at a members' meeting or by round robin resolution, held or taken within 6 (six) months of the vacancy arising) to serve as a director or alternate director. An alternate director shall serve in the place of 1 (one) or more director/s named in the resolution electing her/him during the director's/s' absence or inability to act as director. If a person is an alternate director to more than 1 (one) director or if an alternate director is also a director, she/he shall have a separate vote, on behalf of each director she/he is representing in addition to her/his own vote, if any.

13.4 No alternate director shall be entitled to appoint any person as an alternate director to himself/herself.

13.5 In any election of directors and alternate directors, the election is to be conducted as follows —

13.5.1 a series of votes of those entitled to exercise votes regarding such election, each of which is on the candidacy of a single individual to fill a single vacancy, with the series of votes continuing until all vacancies on the board at that time have been filled; and

13.5.2 in each vote to fill a vacancy —

13.5.2.1 each voting right entitled to be exercised may be exercised once; and

13.5.2.2 the vacancy is filled only if a majority of the voting rights exercised supports the candidate.

13.6 No person shall be elected as a director or alternate director, if she/he is ineligible or disqualified and any such election shall be a nullity. A person who is ineligible or disqualified must not consent to be elected as a director or alternate director nor act as a director or alternate director. A person placed under probation by a court must not serve as a director or an alternate director unless the order of court so permits.

- 13.7 No election of a director shall take effect until he/she has delivered to the LVPOA a written consent to serve.
- 13.8 Any casual vacancy occurring on the board may be filled by the board, but the individual so appointed shall cease to hold office at the termination of the first members' meeting to be held after the appointment of such individual as a director unless she/he is elected at such members' meeting or by round robin resolution.
- 13.9 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 this MOI as a quorum, the continuing directors or director may act only for the purpose of summoning a members' meeting.
- 13.10 If there is no director able and willing to act, then any member entitled to exercise voting rights in the election of a director may convene a members' meeting for the purpose of appointing directors.

14. BOARD COMMITTEES

- 14.1 The directors may appoint any number of board committees and delegate to such committees any authority of the board. The members of such committees may include persons who are not directors as long as they are not ineligible or disqualified to be directors.
- 14.2 No person shall be appointed as a member of a board committee, if she/he is ineligible or disqualified and any such appointment shall be a nullity. A person who is ineligible or disqualified must not consent to be appointed as a member of a board committee nor act as such a member. A person placed under probation by a court must not serve as a member of a board committee unless the order of court so perm its.
- 14.3 There are no general qualifications prescribed by the LVPOA for a person to serve as a member of a board committee in addition to the requirements of the Act.
- 14.4 A member of a board committee shall cease to hold office as such immediately she/he becomes ineligible or disqualified in terms of the Act.
- 14.5 Committees of the board may consult with or receive advice from any person.
- 14.6 Meetings and other proceedings of a committee of the board consisting of more than 1 (one) member shall be governed by the provisions of this MOI regulating the meetings and proceedings of directors.

15. CESSATION OF OFFICE AS DIRECTOR OR ALTERNATE DIRECTOR

- 15.1 A director or alternate director shall cease to hold office as such —
- 15.1.1 immediately she/he becomes ineligible or disqualified or the board resolves to remove her/him on such basis, and in the latter case the director / alternate director has not within the permitted period filed an application for review or has filed such an application but the court has not yet confirmed the removal (during which period she/he shall be suspended);
- 15.1.2 when her/his term of office expires;
- 15.1.3 when she/he dies;
- 15.1.4 when she/he resigns by written notice to the LVPOA;
- 15.1.5 if there are more than 3 (three) directors in office and if the board determines that she/he has become incapacitated to the extent that the person is unable to perform the functions of a director, and is unlikely to regain that capacity

within a reasonable time, and the director / alternate director has not within the permitted period filed an application for review or has filed such an application but the court has not yet confirmed the removal (during which period she/he shall be suspended);

- 15.1.6 if she/he is declared delinquent by a court, or placed on probation under conditions that are inconsistent with continuing to be a director of the LVPOA;
- 15.1.7 if she/he is removed by ordinary resolution;
- 15.1.8 if there are more than 3 (three) directors in office and if she/he is removed by resolution of the board for being negligent or derelict in performing the functions of a director, and the director / alternate director has not within the permitted period filed an application for review or has filed such an application but the court has not yet confirmed the removal (during which period she/he shall be suspended);
- 15.1.9 she/he files a petition for the surrender of her/his estate or an application for an administration order, or if she/he commits an act of insolvency as defined in the insolvency law for the time being in force, or if she/he makes any arrangement or composition with her/his creditors generally; or
- 15.1.10 she/he is otherwise removed in accordance with any provisions of this MOI.

15.2 One-third of the elected directors, to be determined by lot, shall retire each year immediately before the annual general meeting and shall be replaced thereat. Such retiring directors shall be eligible for re-election.

16. REMUNERATION OF DIRECTORS AND ALTERNATE DIRECTORS AND MEMBERS OF BOARD COMMITTEES

The directors or alternate directors or members of board committees shall be entitled to such remuneration for their services as directors or alternate directors or members of board committees as may have been determined from time to time by special resolution within the previous 2 (two) years. In addition, the directors and alternate directors shall be entitled to all reasonable expenses in travelling (including hotels) to and from meetings of the directors and members, and the members of the board committees shall be entitled to all reasonable expenses in travelling (including hotels) to and from meetings of the members of the board committees.

17. FINANCIAL ASSISTANCE FOR DIRECTORS AND PRESCRIBED OFFICERS AND THEIR RELATED AND INTER-RELATED PARTIES

- 17.1 The board's powers to provide direct or indirect financial assistance as contemplated in Section 45(2) are not limited in any manner.
- 17.2 If the board adopts a resolution as contemplated in Section 45(2) of the Act regarding financial assistance to the directors / prescribed officers and others contemplated in that section, the LVPOA shall deliver to all members, notice in writing of that resolution unless every member is also a director, and to any trade union representing its employees —
 - 17.2.1 within 10 (ten) business days after the board adopts the resolution, if the total value of all loans, debts, obligations or assistance contemplated in that resolution, together with any previous such resolution during the financial year, exceeds 1/10th (one tenth) of 1% (one per cent) of the LVPOA's net worth at the time of the resolution; or
 - 17.2.2 within 30 (thirty) business days after the end of the financial year, in any other case.

18. GENERAL POWERS AND DUTIES OF DIRECTOR

- 18.1 The board may from time to time appoint one or more of the directors to the office of managing director or manager [provided always that the number of directors so appointed as managing director or joint managing directors and/or the holders of any other executive office including a chairperson who holds an executive office but not a chairperson who is a non-executive director shall at all times be less than 1/2 [one half] of the number of directors in office] for such period and at such remuneration on such terms they may think fit.
- 18.2 The board may from time to time entrust to and confer upon a managing director or manager for the time being such of the powers vested in the directors 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 restrictions 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 revoke or vary all or any of such powers. A managing director appointed pursuant to the provisions hereof shall not be regarded as an agent or delegate of the directors and after powers have been conferred upon her/him by the board in terms hereof she/he shall be deemed to derive such powers directly from this clause.

19. PERSONAL FINANCIAL INTERESTS OF DIRECTORS

- 19.1 For the purposes of this clause 19 (Personal Financial Interests of Directors), "director" includes an alternate director, a prescribed officer, and a person who is a member of a committee of the board, irrespective of whether or not the person is also a member of the board.
- 19.2 If a person is the only director, but does not hold all of the beneficial interests of the LVPOA, that person may not —
- 19.2.1 approve or enter into any agreement in which that person or a related person has a personal financial interest; or
- 19.2.2 as a director, determine any other matter in which that person or a related person has a personal financial interest, unless the agreement or determination is approved by an ordinary resolution of members after the director has disclosed the nature and extent of that personal financial interest to those entitled to vote on such ordinary resolution.
- 19.3 At any time, a director may disclose any personal financial interest in advance, by delivering to the board, or members (if the LVPOA is one contemplated in clause 19.2), a notice in writing setting out the nature and extent of that personal financial interest, to be used generally by the LVPOA until changed or withdrawn by further written notice from that director.
- 19.4 If a director (whilst the LVPOA is not a company contemplated in clause 19.2), has a personal financial interest in respect of a matter to be considered at a meeting of the board, or knows that a related person has a personal financial interest in the matter, the director —
- 19.4.1 must disclose the personal financial interest and its general nature before the matter is considered at the meeting;
- 19.4.2 must disclose to the meeting any material information relating to the matter, and known to the director;
- 19.4.3 may disclose any observations or pertinent insights relating to the matter if requested to do so by the other directors;

- 19.4.4 if present at the meeting, must leave the meeting immediately after making any disclosure contemplated in clauses 19.4.2 or 19.4.3;
- 19.4.5 must not take part in the consideration of the matter, except to the extent contemplated in clauses 19.4.2 or 19.4.3;
- 19.4.6 while absent from the meeting in terms of this clause 19.4:
 - 19.4.6.1 is to be regarded as being present at the meeting for the purpose of determining whether sufficient directors are present to constitute a quorum; and
 - 19.4.6.2 is not to be regarded as being present at the meeting for the purpose of determining whether a resolution has sufficient support to be adopted; and
- 19.4.7 must not execute any document on behalf of the LVPOA in relation to the matter unless specifically requested or directed to do so by the board.
- 19.5 If a director acquires a personal financial interest in an agreement or other matter in which the LVPOA has a material interest, or knows that a related person has acquired a personal financial interest in the matter, after the agreement or other matter has been approved by the LVPOA, the director must promptly disclose to the board, or to the holders entitled to vote (if the LVPOA is a company contemplated in clause 19.2), the nature and extent of that personal financial interest, and the material circumstances relating to the director or related person's acquisition of that personal financial interest.
- 19.6 A decision by the board, or a transaction or agreement approved by the board, or by the members is valid despite any personal financial interest of a director or person related to the director, only if —
 - 19.6.1 it was approved following the disclosure of the personal financial interest in the manner contemplated in this clause 19; or
 - 19.6.2 despite having been approved without disclosure of that personal financial interest, it has been ratified by an ordinary resolution following disclosure of that personal financial interest or so declared by a court.

20. PROCEEDINGS OF DIRECTORS

- 20.1 A director authorised by the board —
 - 20.1.1 may, at any time, summon a meeting of the directors; and
 - 20.1.2 must call a meeting of the directors if required to do so by at least 2 (two) directors.
- 20.2 The directors may determine what period of notice shall be given of meetings of directors and may determine the means of giving such notice which may include telephone, telefax or electronic communication. It shall be necessary to give notice of a meeting of directors to all directors even those for the time being absent from South Africa.
- 20.3 If all of the directors —
 - 20.3.1 acknowledge actual receipt of the notice;
 - 20.3.2 are present at a meeting of the directors; or
 - 20.3.3 waive notice of the meeting,

the meeting may proceed even if the LVPOA failed to give the required notice of that meeting, or there was a defect in the giving of the notice.

- 20.4 The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 20.5 Unless otherwise resolved by the directors, all their meetings shall be held in the city or town where the LVPOA's registered office is for the time being situated. A meeting of directors may be conducted by electronic communication and/or one or more directors may participate in a meeting of directors by electronic communication so long as the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.
- 20.6 The quorum for a directors' meeting is 3, provided that there will be no quorum during the development period unless the director appointed by the developer is present.
- 20.7 The directors may elect a chairperson of their meetings and determine the period for which she/he is to hold office; but if no such chairperson is elected, or if at any meeting the chairperson is not present within 15 (fifteen) minutes after the time appointed for holding it, the directors present may choose one of their number to be chairperson of the meeting.
- 20.8 Each director has as many votes as the number of votes that the member it represents has in terms of clause 11.4, on a matter before the board and a majority of the votes cast on a resolution is sufficient to approve that resolution.
- 20.9 In the case of a tied vote the chairperson may not cast a deciding vote even if the chairperson did not initially have or cast a vote and the matter being voted on fails.
- 20.10 The LVPOA must keep minutes of the meetings of the board, and any of its committees, and include in the minutes —
- 20.10.1 any declaration given by notice or made by a director as required by clause 21 (Personal Financial Interests of Directors);
- 20.10.2 every resolution adopted by the board.
- 20.11 Resolutions adopted by the board —
- 20.11.1 must be dated and sequentially numbered; and
- 20.11.2 are effective as of the date of the resolution, unless the resolution states otherwise.
- 20.12 Any minutes of a meeting, or a resolution, signed by the chair of the meeting, or by the chair of the next meeting of the board, are/is evidence of the proceedings of that meeting, or adoption of that resolution, as the case may be.
- 20.13 A round robin resolution of directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted, provided that each director in South Africa has received notice of the matter to be decided upon. An alternate director shall be entitled to sign a round robin resolution if one or more directors are not present in South Africa to sign and without his/their vote/s the requisite majority cannot be achieved.

21. PRESCRIBED OFFICERS

- 21.1 No person shall hold office as a prescribed officer, if she/he is ineligible or disqualified. A person who is ineligible or disqualified must not consent to be appointed to an office or undertake any functions which would result in her/him being a prescribed officer nor

act in such office nor undertake any such functions. A person placed under probation by a court must not consent to be appointed to an office or undertake any functions which would result in her/him being a prescribed officer nor act in such office nor undertake any such functions unless the order of court so perm its.

- 21.2 A prescribed officer shall cease to hold office as such immediately she/he becomes ineligible or disqualified in terms of the Act.

22. APPOINTMENT OF SECRETARY

The directors may appoint any suitably qualified person or company as the secretary of the LVPOA from time to time.

23. LOSS OF DOCUMENTS

The LVPOA shall not be responsible for the loss in transmission of any cheque, warrant, certificate or (without any limitation *eiusdem generis*) other document sent through the post either to the registered address of any holder or to any other address requested by the Holder.

24. NOTICES

- 24.1 The LVPOA may give notices, documents, records or statements or notices of availability of the foregoing by personal delivery to any member or by sending them prepaid through the post or by transmitting them electronically, by telegram, telex or fax.

- 24.2 Any member who/which has furnished an electronic address to the LVPOA, by doing so —

24.2.1 authorises the LVPOA to use electronic communication to give notices, documents, records or statements or notices of availability of the foregoing to her/him/it; and

24.2.2 confirms that same can conveniently be printed by any member within a reasonable time and at a reasonable cost.

- 24.3 Any notice required to be given by the LVPOA to the members, and not expressly prohibiting the provisions of this clause from applying, shall be sufficiently given (subject to giving a notice of availability in accordance with clauses 24.1 or 24.2) if given by posting it on the LVPOA's web site until at least the date when the event to which the notice refers, occurs.

- 24.4 Any notice, document, record or statement or notice of availability of the foregoing sent by the LVPOA shall be deemed to have been delivered on the date and time determined in accordance with annexure 3.

- 24.5 A member shall be bound by every notice delivered to the person who was, at the date on which that notice was delivered or established to the satisfaction of the directors (as the case may be) as the member, notwithstanding that the member may then have been dead or may subsequently have died or have been or become otherwise incapable of acting as a member.

- 24.6 The LVPOA shall not be bound to use any method of giving notice, documents, records or statements or notices of availability of the foregoing, contemplated in the regulations in respect of which provision is made for deemed delivery, but if the LVPOA does use such a method, the notice, document, record or statement or notice of availability of the foregoing shall be deemed to be delivered on the day determined in accordance with the regulations. In any other case, when a given number of days' notice or notice extending over any period is required to be given, it shall be business days as defined in the Act.

- 24.7 As regards the signature of an electronic communication by a member, it shall be in such form as the directors may specify to demonstrate that the electronic communication is genuine, or failing any such specification by the directors, it shall be constituted by the member indicating in the electronic communication that it is the member's intention to use the electronic communication as the medium to indicate the member's approval of the information in, or the member's signature of the document in or attached to, the electronic communication which contains the name of the member sending it in the body of the electronic communication.

25. INDEMNITY

- 25.1 For the purposes of this clause 25 (Indemnity), "director" includes a former director, an alternate director, a prescribed officer, a person who is a member of a committee of the board, irrespective of whether or not the person is also a member of the board.
- 25.2 The LVPOA may —
- 25.2.1 not directly or indirectly pay any fine that may be imposed on a director, or on a director of a related company, as a consequence of that director having been convicted of an offence in terms of any national legislation;
- 25.2.2 advance expenses to a director to defend litigation in any proceedings arising out of the director's service to the LVPOA; and
- 25.2.3 directly or indirectly indemnify a director for —
- 25.2.3.1 any liability, other than in respect of —
- 25.2.3.1.1 any liability arising in terms of Section 77(3)(a), (b) or (c) of the Companies Act or from willful misconduct or willful breach of trust on the part of the director; or
- 25.2.3.1.2 any fine contemplated in clause 25.2.1;
- 25.2.3.2 any expenses contemplated in clause 25.2.2 irrespective of whether it has advanced those expenses, if the proceedings —
- 25.2.3.2.1 are abandoned or exculpate the director; or
- 25.2.3.2.2 arise in respect of any other liability for which the LVPOA may indemnify the director in terms of clause 25.2.3.1.
- 25.3 The LVPOA may purchase insurance to protect —
- 25.3.1 a director against any liability or expenses contemplated in clause 25.2.2 or 25.2.3; or
- 25.3.2 the LVPOA against any contingency including but not limited to —
- 25.3.2.1 any expenses —
- 25.3.2.1.1 that the LVPOA is permitted to advance in accordance with clause 25.2.2; or
- 25.3.2.1.2 for which the LVPOA is permitted to indemnify a director in accordance with clause 25.2.3.2; or

25.3.2.2 any liability for which the LVPOA is permitted to indemnify a director in accordance with clause 25.2.3.1.

25.4 The LVPOA is entitled to claim restitution from a director or of a related company for any money paid directly or indirectly by the LVPOA to or on behalf of that director in any manner inconsistent with Section 75 of the Companies Act.

26. ALIENATION

26.1 A member may not alienate its erf or any undivided share therein without the prior written consent of the LVPOA. The LVPOA is obliged to give its consent, provided:

26.1.1 the proposed transferee consents and agrees in such manner as the LVPOA may require:

26.1.1.1 to become and remain a member of the LVPOA for the duration of its ownership of an erf;

26.1.1.2 gives an undertaking in writing to the developer or the LVPOA as the case may be, that the transferee will not vote or propose any motion or resolution in terms of which the LVPOA is dissolved;

26.1.2 a clearance certificate has been issued by the LVPOA to the effect that all monies due to the LVPOA by the member has been paid, or that provision has been made to the satisfaction of the LVPOA for the payment thereof; and

26.1.3 the LVPOA has certified that the member is not in breach of any of the provisions of this MOI or the rules.

26.2 The registration of transfer of an erf into the name of the transferee shall *ipso facto* constitute the transferee as a member of the LVPOA.

26.3 This MOI and the conduct rules shall bind any person (natural or juristic) occupying an erf. No member shall let or otherwise part with the occupation of his erf, whether temporarily or otherwise, unless the proposed occupier has agreed to be bound to this MOI and the conduct rules.

27. LEVIES

27.1 The board shall establish and maintain for administrative purposes a levy fund and may from time to time impose levies upon the members for the purposes of meeting all expenses which the LVPOA has incurred, or which the board reasonably anticipates the LVPOA will incur in the —

27.1.1 conduct of the LVPOA's affairs;

27.1.2 attainment of the LVPOA's purpose, objects and policies;

27.1.3 pursuit of the LVPOA's business;

27.1.4 payment of municipal rates, taxes, any other Local Authority charges, all charges for the supply of any services required by the LVPOA;

27.1.5 repair, maintenance, upkeep, control, management and administration of the development, including security;

27.1.6 payment of any levy or charges for the supply of electricity by LVE; and

27.1.7 discharge of any other obligation of the LVPOA in general.

- 27.2 The funds of the LVPOA, howsoever derived, shall be spent and/or applied solely towards the promotion of the purpose, objects and policies of the LVPOA and the LVPOA does not have power to spend such funds for any other purpose.
- 27.3 The board shall, on an annual basis, prepare and approve a —
- 27.3.1 Budget setting out the projected capital and operating expenses to be incurred by the LVPOA for the next financial year; and
- 27.3.2 Services charge roll setting out the proportional contribution to be made by each member.
- 27.4 The board shall not less than 30 (thirty) days prior to the end of each financial year, or so soon thereafter as is reasonably possible, prepare the budget and serve upon every member, at the address chosen by such member to receive notices, an estimate in reasonable detail of the amount which is required by the LVPOA to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as a result from the preceding financial year. The board may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 27.5 Each notice to each member shall specify the contribution payable by that member to such expenses and the reserve fund.
- 27.6 The board shall endeavor to maintain the contributions at a fair and reasonable level.
- 27.7 The amount of the levy proposed by the board shall be approved at each annual general meeting of the members.
- 27.8 Owners will be given the opportunity of making payment of annual levies in advance by way of an upfront payment, alternatively, by way of equal monthly installments payable by no later than the 1st (first) calendar day of each consecutive month.
- 27.8.1 Owners who elect to make payment of their annual levies in equal monthly installments shall ensure that payment of the monthly levy installment is made by no later than the 1st (first) calendar day of each consecutive month.
- 27.8.2 Payments may be effected by way of a stop order / debit order / such other electronic payment method as may be determined by the Association from time to time. The Association shall be entitled to recover all banking charges from a member in respect of banking charges raised by the Association's bankers in respect of cash deposits, stop order payments / debit order payments and electronic transfers made by the member.
- 27.8.3 In the event of an owner who elected to make payment of annual levies by way of equal monthly installments and fails to make payment on the 1st (first) calendar day of each consecutive month, then:
- 27.8.3.1 The Association shall place the owner on terms to comply and make payment of the monthly installment concerned within 7 (seven) calendar days from date of a written notice being delivered electronically to the owner by email or sms or WhatsApp message, and
- 27.8.3.2 Dispatch to the owner of such written demand by the Association as referred to in article 4.1 above, shall be done by way of:
- 27.8.3.2.1 Email, to the email address held on record by the Association for an owner; or

- 27.8.3.2.2 By way of SMS to the mobile number held on record by the Association for an owner.
- 27.8.3.3 The onus rests with each owner / member to ensure that correct contact details are held by the Association, and that when a member changes contact details, that he / she / it receives written acknowledgement from the Association acknowledging such amendment.
- 27.8.4 Should a member fail to remedy such breach, as set out in article 4 above, and within the stipulated period of 7 (seven) calendar days, the Association shall then be entitled to:
- 27.8.4.1 Direct a final demand to the owner / member to then make payment of the full remaining balance of the annual levies (for the particular financial year) from the owner within 7 (seven) days, calculated from date of such written demand; and
- 27.8.4.2 Should an owner notwithstanding such further and final demand fail to make payment of the full remaining balance of the annual levies, the Association shall be entitled to proceed with the necessary legal collection steps against such owner, and hold the owner / member liable for all such legal costs and disbursements incurred, calculated on a scale as between attorney and client; and
- 27.8.5 Should a member fail to remedy such breach, as set out in article 4 above, and within the stipulated period of 7 (seven) days, member rights may also be suspended and / or restricted from all the benefits of membership, inclusive but not limited to:
- 27.8.5.1 Full enjoyment and access to use of all security access systems used by the Association / any member services / amenities the association may provide to members; and
- 27.8.5.2 The member's right to attend and vote at any members meetings of the Association.
- 27.9 In the event of the board, for any reason whatsoever, failing to timeously prepare and serve the estimate referred to in 27.4, every member shall, until service of such estimate as aforesaid, continue to pay the levy previously imposed and shall after such service pay such levy as may be specified in the notice referred to in 27.4.
- 27.10 The board may from time to time levy special levies upon the members in respect of all such expenses as are mentioned in 27.1, which were not included in any estimate made in terms of 27.4, and may in imposing such levies further determine the terms of payment thereof.
- 27.11 The board is empowered, in addition to such other rights as the LVPOA may have in law as against its members, to determine the rate of interest from time to time chargeable upon arrear levies; provided that such rate of interest shall not exceed the maximum rate of interest laid down from time to time in terms of the National Credit Act No. 34 of 2005, if applicable.
- 27.12 Any amount due by a member by way of levy and the interest accrued thereon, constitutes a debt due by such member to the LVPOA. The obligation of a member to pay a levy and the interest thereon shall cease upon such member ceasing to be a registered owner of such member's erf, without prejudice to the LVPOA's right to recover arrear levies and interest from the member concerned. No levies or interest paid by a member shall, under any circumstances, be re-payable by the LVPOA upon

such member ceasing to be a member. A member's successor-in-title to an erf is liable to pay the levy and interest thereon attributable to that erf, as from the date upon which such member's successor-in-title becomes a member pursuant to the registration in the deeds registry of the transfer of that erf into the name of such member's successor-in-title in the deeds registry.

- 27.13 In calculating the levy payable by any member, the board shall as far as reasonably practical assign —
- 27.13.1 those costs arising directly out of the use of the erf to the member owning such
 - 27.13.2 the costs of maintaining the fencing and common boundary walls surrounding the development, and the security costs of protecting the development to the registered owners of all erven equally;
 - 27.13.3 those costs relating to the development generally to the registered owners of all erven equally, provided, however, that the board may in any case where they consider it equitable to do so, assign to any member any greater or lesser share of the costs as may be reasonable in the circumstances.
- 27.14 For purposes of determining the amount to be contributed by the developer in respect of levies, the developer shall be deemed to be the owner of an erf, which is registered in the name of the developer.
- 27.15 The developer is, in respect of all registrable erven not yet transferred, liable to pay the levies in respect of such erven on the same basis as other members; provided that the board may enter into an agreement's with the developer for the provision of a capital sum and/or the transfer of land and/or equipment to the LVPOA in lieu of payment of levies.
- 27.16 The LVPOA shall collect the levies from all members and issue clearance certificates as contemplated in 26.1.2.

28. CONDUCT RULES

- 28.1 Subject to any restriction imposed or direction given at a general meeting of the LVPOA, the board may from time to time formulate the conduct rules in regard to —
- 28.1.1 the power, authority and locus stencil of the architectural review committee to enforce the architectural design criteria pertaining to, but not limited to —
 - 28.1.1.1 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 in or on the development, and in particular to control the design and appearances of the exterior of such buildings, outbuildings or structures and the materials used on such exteriors to ensure an attractive, aesthetically pleasing character to all the buildings situate on the development;
 - 28.1.1.2 siting of all buildings, outbuildings, structures of any nature and all additions and alterations to any thereof;
 - 28.1.1.3 standards and guidelines for the design of all site works, buildings, structures, installations and projections on the erven;

- 28.1.1.4 preservation of the environment, including the right to control vegetation and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any et
 - 28.1.1.5 preservation of the natural environment, vegetation and fauna in the development, including the right to prohibit and/or control the planting of exotic, alien or non-indigenous trees, plants or other vegetation;
 - 28.1.2 the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
 - 28.1.3 the conduct of any persons within the development for the prevention of nuisance of any nature to any member;
 - 28.1.4 the use of services, amenities and facilities including the right to make a reasonable charge for the use thereof;
 - 28.1.5 the furtherance and promotion of any of the purpose, objects and policies of the LVPOA and/or for the better management of the affairs of the LVPOA and/or for the advancement of the interests of members and/or occupiers in the development; and/or
 - 28.1.6 the maintenance of all buildings, outbuildings, structures, improvements of any nature and landscaping within the development, and the directors may from time to time and whenever they deem necessary, limit, restrict or suspend use in relation to any part of such common areas as defined.
- 28.2 The LVPOA may require any member to maintain the sidewalk adjacent to his property and in the event of such member failing to do so to the satisfaction of the LVPOA, the LVPOA shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge the member concerned;
- 28.3 Members shall be entitled to access to all common areas in respect of which the LVPOA holds title or tenancy subject to compliance by members within the MOI and the conduct rules pertaining to such common areas. The directors may from time to time make rules relating to access by the general public to certain common areas in order to confine public access to such areas.
- 28.4 Where the boundary of any member's property also constitutes the boundary of a township in the development, such member shall be obliged to allow the LVPOA to erect upon such member's property immediately adjacent to such boundary, such walling or other fencing as the developer and/or the LVPOA may determine. Such member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, and shall permit the LVPOA from time to time access to such member's property so as to inspect such walling or fencing and to effect such repairs as may be necessary from time to time. In the event of any member wishing to erect his own walling or fencing, he shall be obliged to erect same within the walling or fencing referred to above and subject to such conditions as the LVPOA may lay down to permit the LVPOA access to the boundary walling or fencing concerned.
- 28.5 Any person using any of the services, land or facilities of the development does so entirely at his own risk and no person shall have any claim against the LVPOA of whatsoever nature arising neither for such use, nor for anything which may befall any person during the course of such use, whether caused by human or any other phenomena.
- 28.6 No person shall have any claim against the LVPOA as a result of fire or any other substance, liquid or gas, escaping from the property of the LVPOA and causing damage to any person or property of any member.

29. UNDERTAKINGS BY MEMBERS

- 29.1 Each member agrees and undertakes in favour of the LVPOA and each other that such member is bound by and shall comply with the —
- 29.1.1 provisions set out in this MOI;
 - 29.1.2 conduct rules referred to in 28;
 - 29.1.3 environmental authorisation;
 - 29.1.4 development controls when constructing any development on an erf;
 - 29.1.5 agreements concluded between the LVPOA and third parties, including the Local Authority, insofar as those agreements may directly or indirectly impose obligations on the LVPOA or the members;
 - 29.1.6 agreements concluded between the LVPOA and LVE;
 - 29.1.7 conditions of subdivision or consolidation laid down by the Local Authority;
 - 29.1.8 the architectural design criteria;
 - 29.1.9 the engineering guidelines;
 - 29.1.10 the landscape design criteria; and
 - 29.1.11 the conditions of establishment of the township applicable to a member's erf.
- 29.2 Each member furthermore agrees and undertakes in favour of the LVPOA and each other that:
- 29.2.1 it acknowledges that the present zoning of the township is "Industrial 1 - Use Zone VI which excludes noxious industries. Each member undertakes that it will refrain and will not make application to amend the present zoning so as to delete therefrom the reference to "Noxious Industries";
 - 29.2.2 it shall not sink boreholes on the land without the prior written consent of the developer and/or the LVPOA first being obtained, which consent may be subject to whatever conditions the developer and/or the LVPOA may deem appropriate.
- 29.3 **Disciplinary Proceedings and Penalties**
- 29.3.1 The LVPOA is entitled to enforce the provisions of this MOI, the conduct rules, the architectural design criteria and to facilitate the observance of other agreements and controls referred to in this MOI and any other regulations applicable to the LVPOA and to that effect may —
 - 29.3.1.1 give notice to the member concerned (the "Defaulting Member") requiring such member to remedy such breach within such period as the board may determine from time to time;
 - 29.3.1.2 take or cause to be taken such steps as it may consider necessary against the defaulting member to remedy the breach of the rules and conduct rules, and debit the loss suffered and the cost incurred in doing so to the defaulting member, which amount shall be deemed to be a debt owing by the defaulting member to the LVPOA and shall be due and payable upon demand;

- 29.3.1.3 impose a system of fines or other penalties, which is recommended from time to time by the board. The amounts of such fines and penalties shall be reviewed and confirmed at each annual general meeting of the LVPOA; provided that the fines and penalties must be reasonable, must not be out of proportion to the prejudice or damage suffered by the LVPOA, must be of general application to all the members who default and that any fine imposed upon any member shall be deemed to be a debt due by the defaulting member to the LVPOA together with interest and is enforceable and recoverable by ordinary civil process; and/or
- 29.3.1.4 take such action as it deems fit, including instituting legal proceedings, obtaining a judgment or order against the defaulting member and executing such judgment or order.
- 29.4 In the event of the board instituting any legal proceedings against any member or occupier within the development for the enforcement of any of the rights of the LVPOA in terms hereof, the LVPOA is entitled to recover all legal costs so incurred from the member or occupier concerned, calculated as between attorney and client.
- 29.5 In the event of any breach of the rules, including the conduct rules, by the members of any owner, member, guest, employee invitee or any other person lawfully occupying the erf, such breach is deemed to have been committed by such member, and the board shall, without prejudice to any of the LVPOA's rights against the member concerned, be entitled to take or cause to be taken such steps against the person actually committing the breach as it, in its sole discretion, may deem fit.
- 29.6 Should any member dispute the fact that such member has committed a breach of any of the rules, and the conduct rules, regardless of whether such breach was committed by the member concerned, a committee of 3 (three) directors appointed by the Chairman, for this purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
- 29.7 Any fine imposed upon any member is deemed to be a debt due by the member to the LVPOA and shall be recoverable by ordinary civil process.
- 29.8 Notwithstanding anything to the contrary herein contained, the board may in the name of the LVPOA enforce the provisions of the rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as it may deem fit.
- 29.9 The LVPOA may, in a general meeting in accordance with the provisions of clause 11:
- 29.9.1 make any rules which the directors are authorised to make; and
- 29.9.2 vary or modify any rules made by the LVPOA or by the board from time to time.

30. ARCHITECTURAL REVIEW COMMITTEE

- 30.1 In order to maintain an attractive, harmonious and environmentally sensitive development, a member agrees and undertakes to adhere to the architectural guidelines and the site design criteria applicable to the buildings as set out in the architectural design criteria.
- 30.2 Notwithstanding anything herein contained to the contrary, the buildings shall be erected on the erf strictly in accordance with the site development plan after the site development plan has been submitted to and approved in writing by the architectural

review committee and the local authority or any other competent authority. No work whatsoever shall commence on an erf until such time as both the aforesaid approvals have been obtained.

- 30.3 In order to enable the architectural review committee to consider any such request for approval of the site development plan or any variance thereto, the member shall provide the architectural review committee with:
- 30.3.1 a site plan — being a site plan of the erf showing the site boundaries, applicable set-back lines, site levels, outline of all built structures, external works including roads, parking, boundary treatments and external structures as set out more fully in the architectural design criteria;
 - 30.3.2 a landscape plan — being a landscape plan prepared by the member in accordance with the landscape design criteria, as prescribed in the architectural design criteria;
 - 30.3.3 storm water management plan — a storm water management plan prepared by a suitably qualified engineer appointed by the member, in accordance with the civil design criteria, as more fully described in the architectural design criteria;
 - 30.3.4 details of construction materials to be used.
- 30.4 The building shall be constructed by a builder appointed by the member on behalf of the member.
- 30.5 The architectural review committee is entitled to condemn any work which is in its/their opinion sub-standard or which does not comply with the provisions hereof, the architectural design criteria, the site development plan, environmental authorisation, the individual environmental management plan and/or the conduct rules, in which event the member shall procure that such substandard work is made good to a standard acceptable to the architectural review committee. Notwithstanding anything to the contrary contained in this agreement, the developer and/or the LVPOA shall not be liable for any costs and expenses incurred as a result of such rectification.
- 30.6 The conditions of this clause 30, if registerable in the above form or in some modified form, shall be registered as a condition of title in the title deed of the erf and the member undertakes to sign any documents that may be required for that purpose.
- 30.7 The member acknowledges and agrees that the member has read the documents set out hereunder, copies which are available to the member upon request from the LVPOA, and hereby accepts and agrees to be bound by the terms and conditions of the following documents comprising:
- 30.7.1 the architectural design criteria;
 - 30.7.2 this MOI;
 - 30.7.3 the conduct rules;
 - 30.7.4 the electrical re-sale agreement;
 - 30.7.5 the environmental authorisation;
 - 30.7.6 the conditions of establishment.
- 30.8 Notwithstanding anything to the contrary herein contained, the member shall draw the attention of each prospective member of an erf or any portion thereof, the builder under any building contract, any subcontractors, and their employees and /or to the member's successors in title, heirs, executors, administrators or assigns to the land or any part

thereof (collectively or individually referred to as "successors-in-title"), to the provisions of this MOI and the documents referred to in this clause 30, and shall procure that each of these successors in title consent in writing to assume all of the rights and obligations of the member set out herein and the documents referred to in clause 30, where applicable.

31. NUISANCE

A member acknowledges that building operations will take place on the development which may, during such building operations, result in the member's peaceful occupation of the erf being disturbed. The developer and/or the LVPOA disclaims all responsibility and liability for all and any damages suffered by the member (including consequential damages) whether in delict or otherwise, as a result of the building operations as aforesaid, and the member shall not have any claim against the developer and/or the LVPOA in this regard.

32. PROHIBITION ON RESIGNATION

The registered owner of an erf may not resign as a member of the LVPOA.

33. ISSUE OF CERTIFICATE

The directors may by regulation, provide for the issue of a membership certificate which certificate shall be in such form as may be prescribed by the directors.

34. MOI BINDING

34.1 The provisions of this MOI shall be binding upon all members, and insofar as they may be applicable, to all persons occupying any erf by, through or under any member, whatever the nature of such occupation.

34.2 The powers of the committees established in terms of this MOI, and the powers of the directors, and the powers of the LVPOA generally may be delegated to the park manager to such extent and upon such condition as the directors may determine from time to time, and such delegations may from time to time be revoked either in whole or in part or the conditions of such delegations changed as the directors may from time to time deem fit. If there be no park manager, then all references to the park manager in this MOI relating to the constitution of committees of directors shall be deemed to be a reference to an additional director as member of the committee concerned, and all other references to the park manager shall be deemed to be a reference to the directors, or committee, or persons appointed by them for the purpose concerned.

Annex 1 — Definitions in the Companies Act

"**accounting records**" means information in written or electronic form concerning the financial affairs of a company as required in terms of this Act including, but not limited to, purchase and sales records, general and subsidiary ledgers and other documents and books used in the preparation of financial statements;

"**alternate director**" means a person elected or appointed to serve, as the occasion requires, as a member of the board of a company in substitution for a particular elected or appointed director of that company;

"**annual general meeting**" means the meeting of a public company required by section 61(7);

"**audit**" has the meaning set out in the Auditing Profession Act, but does not include an "independent review" of annual financial statements, as contemplated in section 30(2)(b)00(bb);

"**auditor**" has the meaning set out in the Auditing Profession Act;

"**Banks Act**" means the Banks Act, 1990 (Act No. 1194 of 1990);

"**board**" means the board of directors of a company;

"**business days**" has the meaning determined in accordance with section 5(3);

"**Commission**" means the Companies and Intellectual Property Commission established by section 185;

"**Commissioner**" means the person appointed to or acting in the office of that name, as contemplated in Section 189;

"**company**" means a juristic person incorporated in terms of this Act, a domesticated company, or a juristic person that, immediately before the effective date —

- (a) was registered in terms of the —
 - (i) Companies Act, 1973 (Act No. 61 of 1973), other than as an external company as defined in that Act; or
 - (ii) Close Corporations Act, 1984 (Act No. 69 of 1984), if it has subsequently been converted;
- (b) was in existence and recognised as an 'existing company' in terms of the Companies Act, 1973 (Act No. 61 of 1973); or
- (c) was deregistered in terms of the Companies Act, 1973 (Act No. 61 of 1973), and has subsequently been re-registered in terms of this Act;

"**Competition Act**", means the Competition Act, 1998 (Act No. 89 of 1998);

"**convertible**" when used in relation to any securities of a company, means securities that may, by their terms, be converted into other securities of the company, including —

- (a) any non-voting securities issued by the company and which will become voting securities —
 - (i) on the happening of a designated event; or
 - (ii) if the holder of those securities so elects at some time after acquiring them; and
- (b) Options to acquire securities to be issued by the company, irrespective of whether those securities may be voting securities, or non-voting securities contemplated in paragraph (a);

"**creditor**" means a person to whom a company is or may become obligated in terms of any liability or other obligation that would be required to be considered by the company if it were applying the solvency and liquidity test set out in section 4;

"**director**" means a member of the board of a company, as contemplated in section 66, or an alternate director of a company and includes any person occupying the position of a director or alternative director, by whatever name designated;

"**effective date**", with reference to any particular provision of this Act, means the date on which that provision came into operation in terms of section 225;

"**electronic communication**" has the meaning set out in section 1 of the Electronic Communications and Transactions Act;

"**Electronic Communications and Transactions Act**" means the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002);

"**employee share scheme**" has the meaning set out in section 95(1)(c);

"**exchange**" when used as a noun, has the meaning set out in section 1 of the Securities Services Act, 2004 (Act No. 36 of 2004);

"**exercise**", when used in relation to voting rights, includes voting by proxy, nominee, trustee or other person in a similar capacity;

"**ex officio director**" means a person who holds office as a director of a particular company solely as a consequence of that person holding some other office, title, designation or similar status specified in the company's Memorandum of Incorporation;

"**external company**" means a foreign company that is carrying on business, or non-profit activities, as the case may be, within the Republic, subject to section 23(2);

"**financial statement**" includes —

- (a) annual financial statements and provisional annual financial statements;
- (b) interim or preliminary reports;
- (c) group and consolidated financial statements in the case of a group of companies; and
- (d) financial information in a circular, prospectus or provisional announcement of results, that an actual or prospective creditor or holder of the company's securities, or the Commission, Panel or other regulatory authority, may reasonably be expected to rely on;

"**group of companies**" means a holding company and all of its subsidiaries;

"**holding company**", in relation to a subsidiary, means a juristic person that controls that subsidiary as a result of any circumstances contemplated in Section 2(2)(a) or 3(1)(a);

"**incorporator**", when used —

- (a) with respect to a company incorporated in terms of this Act, means a person who incorporated that company, as contemplated in Section 13; or
- (b) with respect to a pre-existing company, means a person who took the relevant actions comparable to those contemplated in Section 13 to bring about the incorporation of that company;

"**individual**" means a natural person;

"inter-related", when used in respect of three or more persons, means persons who are related to one another in a linked series of relationships, such that two of the persons are related in a manner contemplated in Section 2(1) and one of them is related to the third in any such manner, and so forth in an unbroken series;

"juristic person" includes —

- (a) a foreign company; and
- (b) a trust, irrespective of whether or not it was established within or outside the Republic;

"knowing", "knowingly" or "knows", when used with respect to a person, and in relation to a particular matter, means that the person either —

- (a) had actual knowledge of the matter; or
- (b) was in a position in which the person reasonably ought to have —
 - (i) had actual knowledge;
 - (ii) investigated the matter to an extent that would have provided the person with actual knowledge; or
 - (iii) taken other measures which, if taken, could reasonably be expected to have provided the person with actual knowledge of the matter;

"nominee" has the meaning set out in Section 1 of the Securities Services Act, 2004 (Act No. 36 of 2004);

"ordinary resolution" means a resolution adopted with the support of more than 50% of the voting rights exercised on the resolution, or a higher percentage as contemplated in Section 65(8) at a members' meeting.

"person" includes a juristic person;

"personal financial interest", when used with respect to any person —

- (a) means a direct material interest of that person, of a financial, monetary or economic nature, or to which a monetary value may be attributed; but
- (b) does not include any interest held by a person in a unit trust or collective investment scheme in terms of the Collective Investment Schemes Act, 2002 (Act No. 45 of 2002), unless that person has direct control over the investment decisions of that fund or investment;

"prescribed officer" means a person who, within a company, performs any function that has been designated by the Minister in terms of Section 66(10);

"present at a meeting" means to be present in person, or able to participate in the meeting by electronic communication, or to be represented by a proxy who is present in person or able to participate in the meeting by electronic communication;

"public company" means a profit company that is not a state-owned company, a private company or a personal liability company;

"record date" means the date established under Section 59 on which a company determines the identity of its shareholders and their shareholdings for the purposes of this Act;

"registered office" means the office of a company, or of an external company, that is registered as required by Section 23;

"related", when used in respect of two persons, means persons who are connected to one another in any manner contemplated in Section 2(1)(a) to Section (c);

"rules" and **"rules of a company"** means any rules made by a company as contemplated in Section 15(3) to (5);

"special resolution" means —

- (a) in the case of a company, a resolution adopted with the support of at least 75% of the voting rights exercised on the resolution, or a different percentage as contemplated in section 65(10) at a members' meeting; or
- (b) in the case of any other juristic person, a decision by the owner or owners of that person, or by another authorized person, that requires the highest level of support in order to be adopted, in terms of the relevant law under which that juristic person was incorporated;

"subsidiary" has the meaning determined in accordance with Section 3;

"wholly-owned subsidiary" has the meaning determined in accordance with Section 3(1)(b).

Annex 2 — Ineligible / disqualified in terms of Section 69(7) and (8) of the Companies Act read with Regulation 39(3)

1. A person is ineligible to be a Director if the Person —
 - 1.1 is a juristic person;
 - 1.2 is an un-emancipated minor, or is under a similar legal disability; or
 - 1.3 does not satisfy any qualification set out in the MOI.

2. A person is disqualified to be a Director if —
 - 2.1 a court has prohibited that Person to be a Director, or declared the Person to be delinquent in terms of Section 162, or in terms of Section 47 of the Close Corporations Act, 1984 (Act No. 69 of 1984); or
 - 2.2 the Person —
 - 2.2.1 is an un-rehabilitated insolvent;
 - 2.2.2 is prohibited in terms of any public regulation to be a Director;
 - 2.2.3 has been removed from an office of trust, on the grounds of misconduct involving dishonesty; or
 - 2.2.4 has been convicted, in the Republic or elsewhere, and imprisoned without the option of a fine, or fined more than R1,000.00 (one thousand rand) amount, for theft, fraud, forgery, perjury or an offence —
 - 2.2.4.1 involving fraud, misrepresentation or dishonesty;
 - 2.2.4.2 in connection with the promotion, formation or management of a company, or in connection with any act contemplated in subsection (2) or (5); or
 - 2.2.4.3 under the Companies Act, the Insolvency Act, 1936 (Act No. 24 of 1936), the Close Corporations Act, 1984, the Competition Act, the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001), the Securities Services Act, 2004 (Act No. 36 of 2004), or Chapter 2 of the Prevention and Combating of Corruption Activities Act, 2004 (Act No. 12 of 2004).

Annex 3 — Prescribed Methods of Delivery in the Regulations

PERSON TO WHOM THE DOCUMENT IS TO BE DELIVERED	METHOD OF DELIVERY	DATE AND TIME OF DEEMED DELIVERY
Any Person	<p>By faxing the notice or a certified copy of the document to the Person, if the Person has a fax number;</p> <p>By sending the notice or a copy of the document by electronic mail, if the Person has an Electronic Address;</p> <p>By sending the notice or a certified copy of the document by registered post to the Person's last known address;</p> <p>By any other means authorised by the High Court; or</p> <p>By any other method allowed for that Person in terms of the following rows of this Table.</p>	<p>On the date and at the time recorded by the fax receiver, unless there is conclusive evidence that it was delivered on a different date or at a different time.</p> <p>On the date and at the time recorded by the computer used by the Company, unless there is conclusive evidence that it was delivered on a different date or at a different time.</p> <p>On the 7th (seventh) day following the day on which the notice or document was posted as recorded by a post office, unless there is conclusive evidence that it was delivered on a different day.</p> <p>In accordance with the order of the High Court.</p> <p>As provided for that method of delivery.</p>
Any Natural Person	<p>By handing the notice or a certified copy of the document to the Person, or to any representative authorised in writing to accept service on behalf of the Person;</p> <p>By leaving the notice or a certified copy of the document at the Person's place of residence or business with any other Person who is apparently at least 16 (sixteen) years old and in charge of the premises at the time;</p> <p>By leaving the notice or a certified copy of the document at the Person's place of employment with any Person who is apparently at least 16 (sixteen) years old and apparently in authority.</p>	<p>On the date and at the time recorded on a receipt for the delivery.</p> <p>On the date and at the time recorded on a receipt for the delivery.</p> <p>On the date and at the time recorded on a receipt for the delivery.</p>
A Company or similar Body Corporate	<p>By handing the notice or a certified copy of the document to a responsible employee of the company or body corporate at its registered office or its principal place of business within South Africa;</p> <p>If there is no employee willing to accept service, by affixing the notice or a certified copy of the document to the main door of the office or place of business.</p>	<p>On the date and at the time recorded on a receipt for the delivery.</p> <p>On the date and at the time sworn to by affidavit of the Person who affixed the document, unless there is conclusive evidence that the document was affixed on a different date or at a different time.</p>
The State or a Province	By handing the notice or a certified copy of the document to a responsible employee in any office of the State Attorney.	On the date and at the time recorded on a receipt for the delivery.

A Municipality	By handing the notice or a certified copy of the document to the Town Clerk, Assistant Town Clerk or any person acting on behalf of that person.	On the date and at the time recorded on a receipt for the delivery.
A Trade Union	<p>By handing the notice or a certified copy of the document to a responsible employee who is apparently in charge of the main office of the Union.</p> <p>If there is no person willing to accept service, by affixing a certified copy of the notice or document to the main door of that office.</p>	<p>On the date and at the time recorded on a receipt for the delivery.</p> <p>On the date and at the time sworn to by affidavit of the person who affixed the document, unless there is conclusive evidence that the document was affixed on a different date or at a different time.</p>
Employees of the Company	By affixing the notice or certified copy of the document in a prominent place in the workplace where it can be easily read by employees.	On the date and at the time sworn to by affidavit of the person who affixed the document, unless there is conclusive evidence that the document was affixed on a different date or at a different time.
A Partnership, Firm or Association	<p>By handing the notice or a certified copy of the document to a person who is apparently in charge of the premises and at least 16 (sixteen) years of age, at the place of business of the Partnership, Firm or Association.</p> <p>If the Partnership, Firm or Association has no place of business, by handing the notice or a certified copy of the document to a partner, the owner of the firm, or the chairman or secretary of the managing or other controlling body of the Association, as the case may be.</p>	<p>On the date and at the time recorded on a receipt for the delivery.</p> <p>On the date and at the time recorded on a receipt for the delivery.</p>