

Transvaal
I, the undersigned

MORRIS POKROY

of Pretoria

in the Gauteng Province

Notary Public by lawful authority duly admitted and sworn, do hereby certify and attest unto all whom it may concern that I have this day collated and compared with the originals the copies hereto annexed marked "A" and "B" being

"A" Memorandum of Association - Pages 1 - 12

"B" Articles of Association - Pages 1 - 32

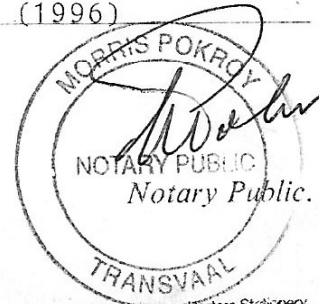
both in respect of -

SUNNINGHILL GARDENS HOMEOWNERS ASSOCIATION
(Association Incorporated under Section 21)

and I, the said Notary, do further certify and attest that the same are true and faithful copies of the said originals, and agree therewith in every respect. An act whereof being required, I have granted these presents under my Notarial Form and Seal to serve and avail as occasion shall or may require.

Thus done and passed at PRETORIA

on this the 10th day of April in the year of
Thousand Nine Hundred and Ninety Six (1996)



Registration No. of Company

96 05014/08

Certificate of Incorporation

of a Company not having a Share Capital

This is to certify that

SUNNINGHILL GARDENS HOMEOWNERS ASSOCIATION
(Association Incorporated under Section 21)

was this day incorporated under the Companies Act, 1973 (Act 61 of 1973), and
that the Company is a company limited by guarantee/*and is incorporated under
section 21 of the Act.

Signed and sealed at Pretoria this

..... 26 day of April

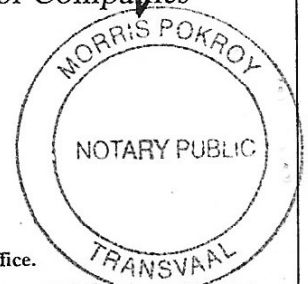
One Thousand Nine Hundred and Ninety Six

.....
Registrar of Companies

Seal of Companies Registration Office.

* Delete if not applicable.

This certificate is not valid unless sealed by the seal of the Companies Registration Office.



Kennisgewing van Geregistreerde Kantoor en Posadres van Maatskappy

Notice of Registered Office and Postal Address of Company

(Moet in tweevoud by inlywing en voor verandering van adresse ingedien word)
(To be lodged in duplicate upon incorporation and prior to change of addresses)

REGISTRASIENOMMER VAN MAATSKAPPY
REGISTRATION NUMBER OF COMPANY

96 05014/50

Naam van maatskappy
Name of company

SUNNINGHILL GARDENS HOMEOWNERS ASSOCIATION ~~(PTY) LTD~~
(Association Incorporated under Section 21)

Handwritten signature
9/4/96

(a) Die ligging van die geregistreerde kantoor en die posadres van bogenoemde maatskappy is soos volg:
The situation of the registered office and the postal address of the above-mentioned company are as follows:

(i) Geregistreerde adres
Registered address 256 MAIN AVENUE; FERNDAL; RANDBURG; 2194

(ii) Posadres
Postal address PO BOX 3269; RANDBURG; 2125

(b) Die datum van die beoogde veranderinge in die adresse is
The date of the intended changes in the addresses is

(Beide adresse moet te alle tye verskaf word / Both addresses must be furnished at all times)

HANDTEKENING/SIGNATURE

(Direkteur/Sekretaris/Beampste / Director/Secretary/Officer)

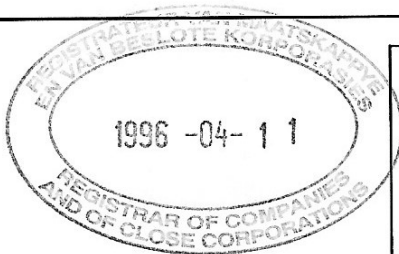
DATUM/DATE

2 April 1996

Die veranderinge tree in werking op / The changes take effect on

REGISTRATEUR VAN MAATSKAPPY
REGISTRAR OF COMPANIES

DATUM/DATE



Kantoorgebruik / Office use

Dataverwerking / Data processing

(1) Opgeneem/Recorded

Datum en paraaf
Date and initials

(2) Regstelling/Corrections

Datum en paraaf
Date and initials

Datumstempel van Registrasiekantoor vir
Maatskappy
Date stamp of Companies Registration
Office

Naam van maatskappy
Name of company

SUNNINGHILL GARDENS HOMEOWNERS ASSOCIATION ~~(PTY) LTD~~

Handwritten signature
9/4/96

Posadres

Postal address PO BOX 3269

RANDBURG

2125

REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973
("the Act")

MEMORANDUM OF ASSOCIATION OF A COMPANY
NOT HAVING A SHARE CAPITAL



(Section 54(1)) : and Regulation 17(3))

Registration No. of Company

96 05014 08



1. **NAME**

1.1 The name of the Company is:

SUNNINGHILL GARDENS HOMEOWNERS' ASSOCIATION

(Association incorporated under Section 21)

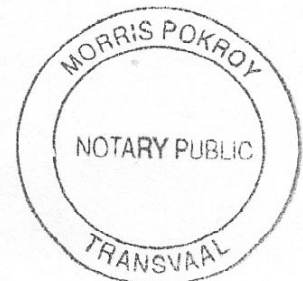
(hereinafter referred to as "the association").

1.2 The name of the association in the other official language of the Republic is:

Not applicable.

1.3 The shortened form of the name of the association is:

Not applicable.



2. **THE MAIN BUSINESS WHICH THE ASSOCIATION IS TO PROMOTE**

The main purpose which the association is to promote is the advancement and protection of the communal interests of the owners and residents of dwelling units in the township (as defined in the Articles of Association) and in particular to promote security in the township and to ensure acceptable living standards in the said township.

3. **MAIN OBJECT**

The main object of the association is to promote communal interests.

4. **ANCILLARY OBJECTS EXCLUDED**

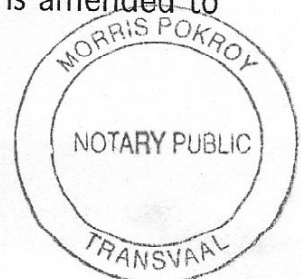
None of the ancillary objects referred to in Section 33(1) of the Act are excluded from the unlimited ancillary objects of the association.

5. **POWERS**

5.1 The specific powers or part of any specific power of the association, if any, which are excluded from the plenary powers set out in Schedule 2 to the Act are powers (o) and (s).

5.2 The specific powers or part of any specific powers of the association set out in Schedule 2 to the Act which are qualified under Section 34 of the Act are:

5.2.1 the power set out in paragraph (k) which is amended to read as follows:



"To form and have an interest in any company or companies having the same or similar objects to the association for the purpose of acquiring the undertaking of all or any of the assets or liabilities of that company or companies or for any other purpose which may seem, directly or indirectly, calculated to benefit the association, and to transfer to any such company or companies the undertaking or all or any of the assets or liabilities of the association."

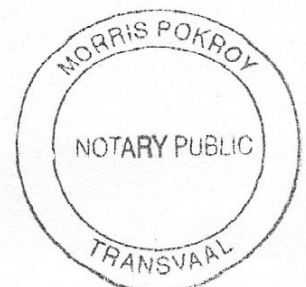
5.2.2 the power set out in paragraph (l) which is amended to read as follows:

"To amalgamate with other companies having the same or similar objects to the association."

5.2.3 the power set out in paragraph (m) which is amended to read as follows:

"To take part in any management, supervision and control of business or operations of any other company or business having the same or similar objects as the association and to enter into partnerships having the same or similar objects as the association."

5.2.4 the power set out in paragraph (n) which is amended to read as follows:



"To remunerate any person or persons in cash for services rendered in its formation or in the development of its business."

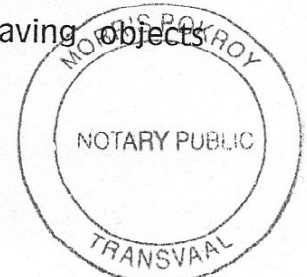
5.2.5 the power set out in paragraph (r) which is amended to read as follows:

"To pay gratuities and pensions and establish pension schemes in respect of its bona fide employees."

6. **CONDITIONS**

The special conditions which apply to the association, and the requirements additional to those prescribed in the Act for their alteration are as follows:

- 6.1 The income and property of the association whencesoever derived shall be applied solely towards the promotion of its main object and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the members of the association or to its holding company or subsidiary : provided that nothing herein contained shall prevent the payment in good faith or reasonable remuneration to any officer or servant of the association or to any member thereof in return for any services actually rendered to the association.
- 6.2 Upon its winding-up, deregistration, or dissolution, the assets of the association remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institution or associations or institutions having objects



similar to its main object to be determined by the members of the association on or before the time of its dissolution or, failing such determination, by the Court.

7. **PRE-INCORPORATION CONTRACTS (IF ANY)**

None.

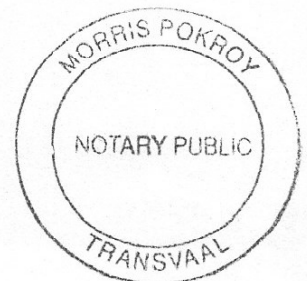
8. **GUARANTEE**

8.1 The liability of members is limited to the amount referred to in paragraph 8.2 hereunder.

8.2 Each member undertakes to contribute to the assets of the association in the event of it being wound-up while he is a member or within 1 (one) year thereafter, for payment of the debts and liabilities of the association contracted before he ceases to be a member, and of the costs, charges and expenses of the winding-up and for the adjustment of the rights to the contributories amongst themselves an amount of R1,00 (one Rand).

9. **FINANCIAL YEAR END**

The financial year of the association ends on 31 March in each year.



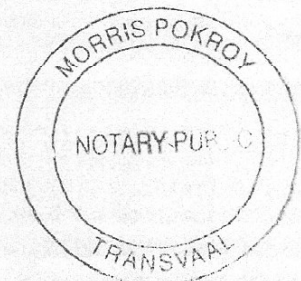
INDEX TO
ARTICLES OF ASSOCIATION

of

SUNNINGHILL GARDENS HOMEOWNERS' ASSOCIATION
(Association Incorporated Under Section 21)

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B.

1.

REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973
(Section 64)

~~CERTIFICATE~~ ARTICLES
~~CERTIFICATE~~ OF ASSOCIATION OF A COMPANY
NOT HAVING A SHARE CAPITAL
(Section 60(a), Regulation 19)

chance
22/3/86

Registration No. of Company
96 05014/08

NAME OF COMPANY:

SUNNINGHILL GARDENS HOMEOWNERS' ASSOCIATION
(Association incorporated under Section 21)

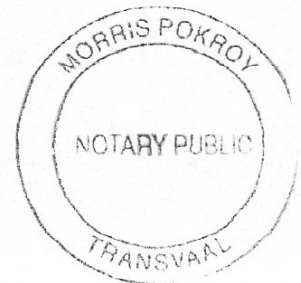
PRELIMINARY

1. The Articles of Table "A" contained in Schedule 1 to the Companies Act 1973 shall not apply to the association.

DEFINITIONS

2. 2.1 In these presents the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

"the Act" means the Companies Act, 1973;



"the association" means the Sunninghill Gardens Homeowners' Association;

"auditors" means the auditors of the association;

"chairman" means the chairman of the board of directors;

"directors" means the directors for the time being of the association and, if applicable, the alternate directors thereof or, as the case may be, those directors assembled at a meeting of directors at which a quorum is present;

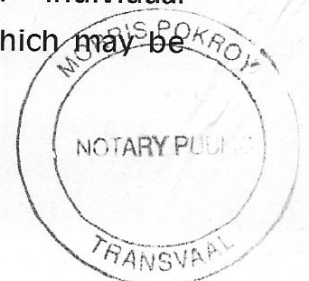
"in writing" means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;

"managing agent" means any person or body appointed by the association as an independent contractor to undertake any of the functions of the association;

"member" means a member of the association;

"township" means the township of Sunninghill Extension 2, as well as all such townships, erfs or developments bordering on Sunninghill Extension 2 and having its only access onto Kisumu road, Tiati Road or Lingerette Road;

"unit" means a dwelling unit for a single family, as defined in the Sandton Town Planning Scheme, with or without outbuildings, and whether held under tenure in terms of the Sectional Titles Act No. 95 of 1986, as amended, or situated on its own residential lot or individual subdivision or a residential lot, tenure of which may be



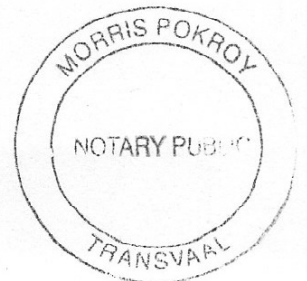
registered in the Land Register or the Deeds Registry and includes the erf on which the dwelling is erected as well as undeveloped land;

"vice-chairman" means the vice-chairman of the board of directors.

- 2.2 Unless the context otherwise requires, any words importing the singular number shall also include the plural number, and vice versa and words importing any one gender shall include the other two genders.
- 2.3 Subject as aforesaid, any words or expressions defined in the Act or in the Sectional Titles Act of 1986 or in any statutory modifications of such Acts in force at the date on which these presents become binding on the association shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

MEMBERSHIP

- 3.1 Membership of the association shall be limited to:
 - 3.1.1 any person who is in terms of the Deeds Registries Act (and if applicable the Sectional Titles Act) reflected in the records of the deeds office concerned as the registered owner of any unit in the township, or
 - 3.1.2 any person who in terms of a written agreement of lease, is the lawful lessee of any such unit; and



- 3.1.3 any company or body corporate representing the owners of a number of units.
- 3.2 Where any unit is owned or rented by more than one person, all the registered owners or lessees of that unit shall together be deemed to be one member of the association and have the rights and obligations of one member of the association; provided however that all co-owners or co-lessees of any unit shall be jointly and severally liable for the due performance of any obligations to the association.
- 3.3 Any person referred to in article 3.1 shall be entitled to become a member of the association, and when a member ceases to be the owner or lessee of any unit in the township, or ceases to represent the owners of a number of units as contemplated in article 3.1.3, he shall ipso facto cease to be a member of the association.
4. No member shall sell, let or otherwise part with occupation of his unit, whether temporarily or otherwise, unless he has used his best endeavours to agree with the proposed occupier of such unit as a stipulatio alteri in favour of the association that such occupier shall be bound by all the terms and conditions of these presents.
5. Any person who obtained membership of the association may not resign as a member while he remains eligible for membership in accordance with article 3.3.
6. The rights and obligations of a member shall not be transferable and every member shall:

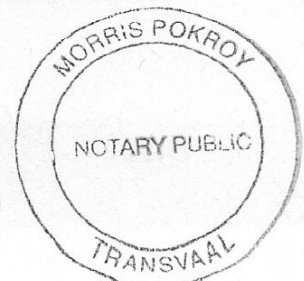


- 6.1 further to the best of his ability the objects and interests of the association;
- 6.2 observe all rules made by the association or the directors;

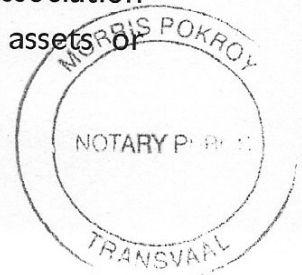
provided that nothing contained in these articles of association shall prevent a member from ceding his rights in terms of these articles as security to the mortgage of that member's unit.

LEVIES

- 7. 7.1 The directors may from time to time impose levies upon the members for the purpose of meeting all the expenses which the association has incurred, or to which the directors reasonably anticipate the association will be put in the attainment of its objects or the pursuit of its business.
- 7.2 The directors shall not less than 21 (twenty one) days prior to the end of each financial year, or so soon thereafter as is reasonably possible, prepare and serve upon every member at the postal address chosen by him an estimate in reasonable detail of the amount which shall be required by the association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The directors may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature.
- 7.3 Each notice to each member shall specify the contribution payable by that member to such expenses and reserve fund.



- 7.4 Every such annual levy shall be payable in equal monthly instalments, due in advance on the first day of each and every month of each financial year.
- 7.5 In the event of the directors for any reason whatsoever failing to prepare and serve the estimate referred to in 7.2 timeously, 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 7.2.
- 7.6 The directors may from time to time impose special levies upon the members in respect of all such expenses as are mentioned in 7.1 and 7.2, which are not included in any estimate made in terms of 7.2, and may in imposing such levies determine the terms of payment thereof.
- 7.7 The directors shall be empowered in addition to such other rights as the association 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 rate laid down in terms of the Usury Act No. 73 of 1968, as amended.
- 7.8 Any amount due by a member by way of levy and interest shall be a debt due by him to the association. Notwithstanding that a member ceases to be such the association shall have the right to recover arrear levies and interest from him. No levies or interest paid by a member shall under any circumstances be repayable by the association upon his ceasing to be a member. Further, a member on ceasing to be such shall have no claims whatsoever on any other monies held by the association whether obtained by way of a sale of association assets or



otherwise. A member's successor in title to a unit (including a lessee) shall be liable as from the date upon which he becomes a member pursuant to the transfer of that unit, or the date upon which an agreement of lease commences to pay the levy and interest thereon attributable to that unit.

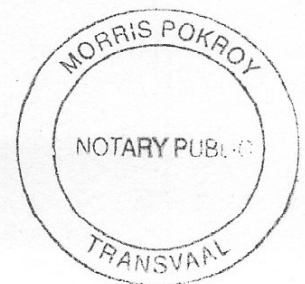
7.9 In calculating the levy payable by any member, the directors shall be entitled to determine different levies in respect of different groups or classes of members and shall, as far as reasonably practical:

7.9.1 assign those costs arising directly out of the unit itself to the member owning or renting such unit;

7.9.2 assign a proportion of those costs attributable generally to a particular number of units to the registered owners of such units;

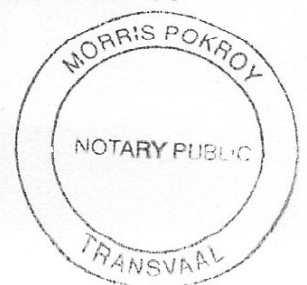
7.9.3 pro rate in the case of a sectional title development to the participation quota of the member concerned;

7.9.4 assign those costs relating to the township generally to the owners of all units on an equal basis irrespective of the size of a unit provided, however, that the trustees may in any case where they consider it equitable to do so, assign to any member or group of members any greater or lesser share of the costs as may be reasonable in the circumstances.



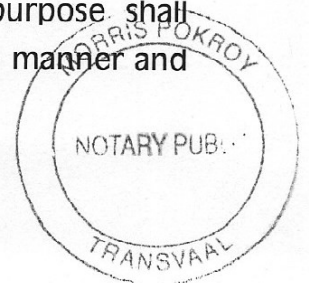
RULES

8. 8.1 Subject to any restriction imposed or direction given at a general meeting of the association, the directors may from time to time make rules in regard to
- 8.1.1 the right to determine and control all security measures in the township;
 - 8.1.2 the right to determine access to and egress from the township and to and from the units or any other area in the township;
 - 8.1.3 for the furtherance and promotion of any of the objects of the association and/or for the better management of the affairs of the association and/or for the advancement of the interests of members and/or residents in the township.
- 8.2 For the enforcement of these articles, any of the rules made by the directors in terms hereof, and for the payment of any due debt by a member to the association the directors may:
- 8.2.1 give notice to the member concerned requiring him to remedy such breach within such reasonable period as the trustees may determine;
 - 8.2.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the articles or rule or non payment of debt of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall be



deemed to be a debt owing by the member concerned to the association; and/or

- 8.2.3 impose a system of fines or other penalties. The amounts of such fines shall be reviewed and confirmed at each Annual General Meeting of the association; and/or
- 8.2.4 take such other action including proceedings in court, (including the magistrate's court to which jurisdiction all members consent notwithstanding that such claim may exceed the jurisdiction of such court) as they may deem fit and defend any action taken by any member or any other person.
- 8.3 In the event of the directors instituting any legal proceedings against any member or resident within the township for the enforcement of any of the rights of the association in terms hereof, the association shall be entitled to recover all legal costs so incurred from the member or resident concerned, calculated as between attorney and own client.
- 8.4 In the event of any breach of the rules by the members of any member's household or his guests or lessees, such breach shall be deemed to have been committed by the member himself, but without prejudice to the foregoing, the directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 8.5 In the event of any member disputing the fact that he has committed a breach of any of the rules, a committee of three directors appointed by the chairman for the purpose shall adjudicate upon the issue at such time and in such manner and

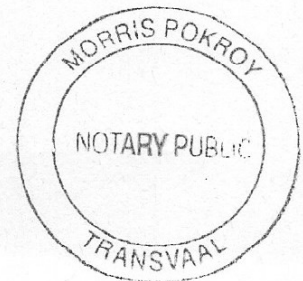


according to such procedure (provided that natural justice shall be observed) as the chairman may direct.

- 8.6 Any fine imposed upon any member shall be deemed to be a debt due by the member to the association and shall be recoverable by ordinary civil process.
- 8.7 Notwithstanding anything to the contrary herein contained, the directors may in the name of the association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction (and the magistrate's court on the basis in 8.2.4) and for this purpose may appoint such attorneys and counsel as they may deem fit.
- 8.8 The association may in general meeting itself make any rules which the directors may make and may in general meeting vary or modify any rules made by it or by the directors from time to time.

DIRECTORS

- 9. 9.1 There shall be a board of directors of the association which shall consist of not less than 8 (eight) nor more than 12 (twelve) directors.
- 9.2 A director shall be an individual but need not himself be a member of the association. A director however, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of these presents.

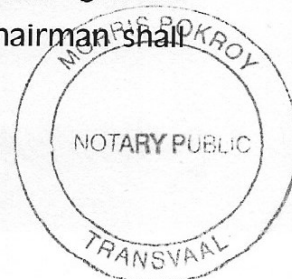


REMOVAL AND ROTATION OF DIRECTORS

10. Save as set out in article 12 each director shall continue to hold office from the date of his appointment until the annual general meeting next following his appointment, at which meeting each director shall be deemed to have retired from office but will be eligible for re-election to the board of directors at such meeting.
11. A director shall be deemed to have vacated his office upon:
 - 11.1 his having become disqualified to act as a director in terms of the provisions of the Act;
 - 11.2 his being removed from office as provided in section 220 of the Act;
 - 11.3 in the event of his being a member of the association, his being disentitled to exercise a vote in terms of article 37 below.
12. Upon any vacancy occurring in the board of directors prior to the next annual general meeting, the vacancy in question may be filled by a person nominated by those remaining for the time being of the board of directors.

CHAIRMAN AND VICE-CHAIRMAN

13. The directors shall within 14 (fourteen) days after each annual general meeting appoint from their number a chairman and vice-chairman, who shall hold their respective offices until the next annual general meeting, provided that the office of chairman or vice-chairman shall



ipso facto be vacated by a director holding such office upon his ceasing to be a director for any reason. No one director shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in either of the aforesaid offices at any time, the board of directors shall immediately appoint one of their number as a replacement in such office.

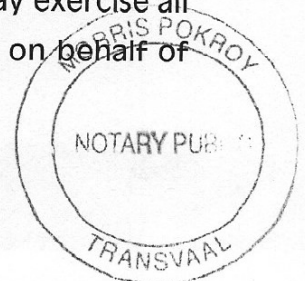
14. Except as otherwise provided, the chairman shall preside at all meetings of the directors and at all general meetings of members and, in the event of his not being present within 15 (fifteen) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the vice-chairman shall act in his stead, or failing the vice-chairman, a chairman appointed by the meeting.

DIRECTORS' EXPENSES

15. Directors shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as directors. Save as aforesaid, directors shall not be entitled to any remuneration for the performance of their duties in terms hereof,

POWERS OF DIRECTORS

16. 16.1 Subject to the express provisions of these presents, the directors shall manage and control the business and affairs of the association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of a managing agent, may exercise all such powers of the association and do all such acts on behalf of



the association as may be exercised and done by the association and as are not by the Act or by these presents required to be exercised or done by the association in general meeting, subject however to such rules as may have been made by the association in general meeting or as may be made by the directors from time to time.

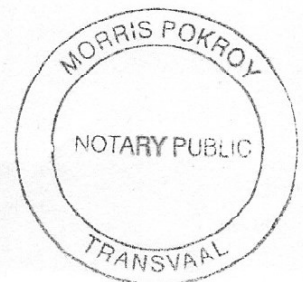
16.2 Save as specifically provided in these presents, the directors shall at all times have the right to engage on behalf of the association the services of accountants, auditors, attorneys, advocates, architects, engineers, a managing agent, township manager and any other professional firm, service provider or person or other employees whatsoever for any reasons deemed necessary by the directors and on such terms as the directors shall decide.

16.3 The directors shall further have power:

16.3.1 to require the submission for approval of such plans, drawings, specifications and other information as they may deem necessary to ensure compliance by members with these presents and the rules made in terms hereof;

16.3.2 to require that any works being constructed within the township shall be supervised to ensure that the provisions of these present and the rules are complied with;

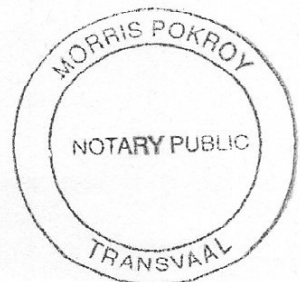
16.3.3 to determine the access to the township and to the units of the township;



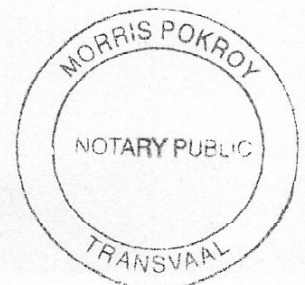
- 16.3.4 to determine the security facilities to be installed and the operation thereof for the protection of the township;
- 16.3.5 to make rules as provided for in 8.
17. The board of directors shall have the right to co-opt onto the board any person or persons chosen by it. A co-opted director need not be a member of the association. A co-opted director shall hold office until the next annual general meeting after his co-option when he shall retire but shall be eligible for election as a director, or in the event of his not being elected shall again be eligible for co-option by the board of directors.
18. The directors shall be entitled to appoint committees consisting of such number of their members and such outsiders, including the managing agent, as they may deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, with further power to vary or revoke such appointments and delegations as the directors may from time to time deem necessary.

PROCEEDINGS OF DIRECTORS

19. The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.



20. The quorum necessary for the holding of any meetings of the directors shall be 7 (seven) present personally, unless the member of directors is 10, in which event the required quorum will be 5 (five). Any resolution of the board of directors shall be carried on a simple majority of all votes cast. In the case of an equality of votes for an against any resolution, the resolution shall be deemed to have been defeated.
21. The directors shall cause minutes to be kept of every director's meeting, which minutes shall, without undue delay after the meeting was closed, be reduced to writing and certified correct by the chairman. All minutes of directors meetings shall, after certification, be placed in a directors Minute Book to be kept in accordance with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The directors' minute book shall be open for inspection at all reasonable times by any director, the auditors, the members, and the managing agent.
22. Save as provided in these presents, the proceedings of any directors meeting shall be conducted in such reasonable manner and form as the chairman of the meeting shall decide.
23. A resolution signed by all the directors shall be valid in all respects as if it had been duly passed at a meeting of the board of directors.

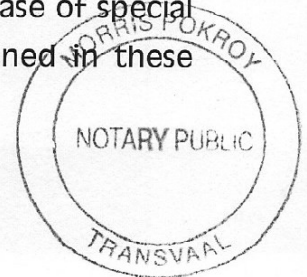


GENERAL MEETINGS OF THE ASSOCIATION

24. 24.1 The association shall within 6 (six) months after the end of each financial year hold a general meeting as its annual general meeting in addition to any other general meetings during that year, and shall specify the meeting as such in the notices in terms of article 27 calling it.
- 24.2 Such annual general meeting shall be held at such time and place as the directors shall decide from time to time.
25. All general meetings other than annual general meetings shall be called extraordinary general meetings.
26. The directors may, whenever they think fit, convene an extraordinary general meeting, and an extraordinary general meeting shall also be convened on a requisition made in terms of section 181 of the Act, or in default, may be convened by the requisitions as provided by and subject to the provisions of that section.

NOTICES OF MEETINGS

27. An annual general meeting and a meeting called for the passing of a special resolution, shall be called by 21 (twenty one) clear days notice in writing at least, and an extraordinary general meeting, other than one called for the passing of a special resolution, shall be called by 14 (fourteen) clear days notice in writing at least. In each case the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting, and in the case of special business, in addition to any other requirements contained in these

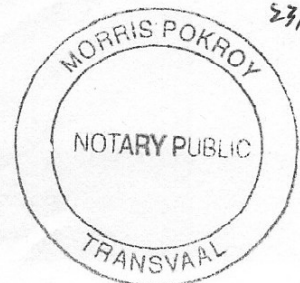


presents, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons therefore or in such other manner, if any, as may be prescribed by the directors to such persons as are under these presents entitled to receive such notices from the association.

28. 28.1 Insofar as special notice may be required of a resolution, whether by any provision of the Act or these presents, then the provisions of section 186 of the Act shall apply.
- 28.2 The association shall comply with the provisions of section 185 of the Act as to giving of notices and circulating statements on the requisition of members.
- 28.3 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents, or in terms of the Act, or the non-receipt of any such notice, notification or document by any member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

QUORUM

29. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum shall be such of the members entitled to vote as together for the time being represent the votes of 25% (twenty five percent) in number of all members entitled to vote for the time being, *subject to a minimum of three members, present in person.*



30. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time or at such other place as the chairman of the meeting shall appoint. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

AGENDA AT MEETINGS

31. 31.1 In addition to any other matters required by the Act or these presents to be dealt with at an annual general meeting, the following matters shall be dealt with at every annual general meeting:

31.1.1 the consideration of the chairman's report;

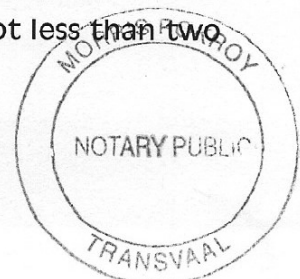
31.1.2 the election of directors;

31.1.3 the consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;

31.1.4 the consideration of the accounts of the association for the preceding financial year;

31.1.5 the consideration of the report of the auditors and the fixing of remuneration for the auditors.

- 31.2 No business shall be dealt with at any general meeting unless written notice has been given to the directors not less than two



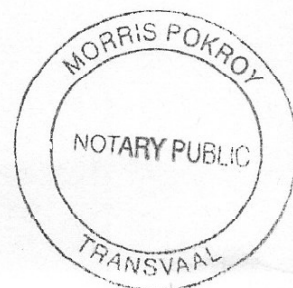
days before such meeting by the person proposing to raise such business of his intention so to do; provided however that the chairman may on ordinary resolution of the meeting relax this condition.

PROCEDURE AT GENERAL MEETINGS

32. The chairman may, with the consent of any general meeting at which a quorum is present and shall if so directed by the meeting, adjourn a meeting from time to time and place to place. No business shall be transacted at any adjourned meeting other than business which could have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 30 (thirty) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

PROXIES

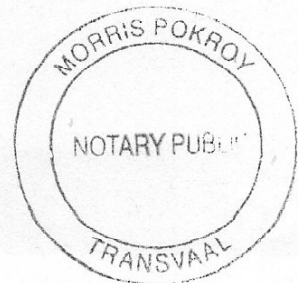
33. A member may be represented at a general meeting by a proxy, who need not be a member of the association. The instrument appointing a proxy shall be in writing signed by the member concerned or his agent, duly authorised in writing, but need not be in any particular form provided that, where a member is more than 1 (one) person, a majority of those persons shall sign the instrument appointing a proxy on such members' behalf.



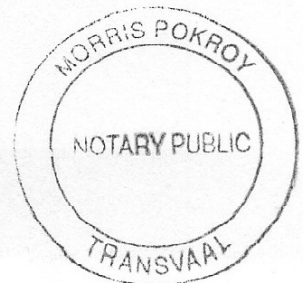
34. The instrument appointing a proxy and the power of attorney or any other authority under which it is signed shall be tabled at the meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months from the date of its execution.
35. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation had been received by the trustees at any time before a vote is taken in respect of which the proxy exercises such vote.

VOTING

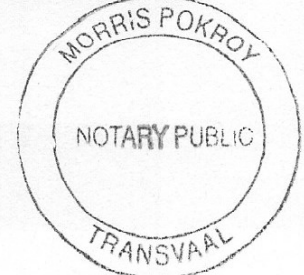
36. At every general meeting:
- 36.1 subject to article 36.4, every member, in person or by proxy and entitled to vote shall have 1 (one) vote for each unit rented by him or registered in his name;
- 36.2 if a unit is registered in the name of, or rented by more than one person, then all such co-owners or co-lessees shall jointly have 1 (one) vote;
- 36.3 any member holding undeveloped land in the township shall have 1 (one) vote for each separate piece of land registered in his name;
- 36.4 every member contemplated in 3.1.3 shall have 1 (one) vote for each unit represented by him.



37. Save as expressly provided for in these presents, no person other than a member duly registered and who shall have paid every levy and other sum, if any, which shall be due and payable to the association in respect of or arising out of his membership and who is not under suspension, shall be entitled to vote on any question, either personally or by proxy, at any general meeting.
38. 38.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or members referred to in section 198(1)(b) of the Act, and, unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negatived, and an entry to that effect in the book containing the minutes of the proceedings of the association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- 38.2 If a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be elected to determine the result of the poll. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.



- 38.3 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.
39. Every resolution and every amended resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not so seconded, shall be deemed not to have been proposed.
40. An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all votes cast. In the case of equality of votes for an against any resolution, the resolution shall be deemed to have been defeated.
41. Unless any member present in person or by proxy at a general meeting shall, before the closure of the meeting, have objected to any declaration made by the chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or otherwise, or to the propriety or validity of the procedure at such meeting, such declaration by the chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted. An entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the votes to recorded.



ACCOUNTS

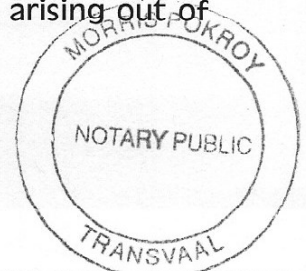
42. The accounts and books of the association shall be open to inspection by members at all reasonable times during business hours.
43. Once in each financial year the accounts of the association shall be examined and the correctness thereof ascertained by auditors. The duties of the auditors shall be regulated in accordance with Chapter "X" of the Act.

SERVICE OF NOTICES

44. A notice may be served by the association upon any member at the address of any unit owned by him unless the member shall have notified the association of another address for service of notices. Any notice served by post shall be deemed to have been served on the day but one following that on which the notice was posted.

INDEMNITY

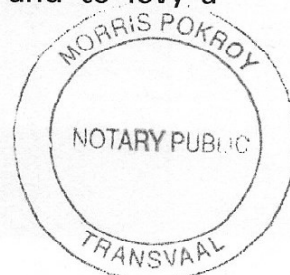
45. Every director, servant, agent and employee of the association and any managing agent, his employees, nominees or invitees, shall be indemnified by the association against all damages, costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into or any act or deed done by such person or persons in the discharge of their respective duties, including in the case of a director, his duties as chairman or vice-chairman. Without prejudice to the generality of the foregoing, the association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of



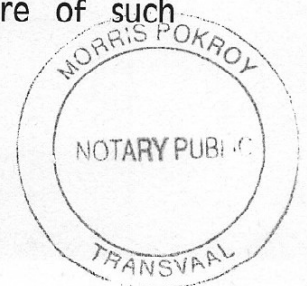
any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties.

GENERAL

46. 46.1 Whenever they consider that the actions of any members are such as to be prejudicial or detrimental to the communal interests of the association the directors may serve notice on such member to take such steps as may be specified in the notice to rectify such prejudice or detriment. In the event of the member or members failing within a reasonable time, to be specified in such notice, to comply therewith, the directors may take such steps as may be necessary, and recover the cost thereof from the member concerned, which costs shall be deemed to be a debt owing to the association.
- 46.2 The directors shall be obliged in giving such notice to act reasonably.
- 46.3 In the event of any member or any servant, agent or independent contractor of any member causing any damage to any asset of the association, such damage shall be repaired by the association and the member concerned shall be liable for the costs thereof.
- 46.4 Each member shall comply fully with all security measures introduced by the directors.
47. The association may enter into agreements with members for the provision of amenities and services to the members and to levy a reasonable charge in respect of the provision thereof.



48. In the event of the association electing to provide a security service and/or other services for members in the township, all members shall be obliged:
- 48.1 to permit the installation of any equipment on the units or in the buildings comprising the units for the purpose of such services as may be determined by the association from time to time;
 - 48.2 to make payment of the charges raised by the association in respect of such services;
 - 48.3 abide by such terms and conditions as may be laid down by the association from time to time in respect of such equipment and services.
49. Where the boundary of any member's unit also constitutes the boundary of the township, such member shall be obliged to permit the association to erect upon such member's unit immediately adjacent to such boundary, such walling or other fencing, including electric fencing, as the association may determine. Such member shall not be entitled to interfere in any manner whatsoever with any such walling or fencing, and shall permit the association from time to time access to such member's unit in order to inspect such walling or fencing and to effect such repairs as may be necessary from time to time.
50. The provisions of these articles shall be binding upon all members and, insofar as they may be applicable, to all persons occupying any unit by, through or under any member, whatever the nature of such occupation.



CM26



COMPANIES AND INTELLECTUAL
PROPERTY REGISTRATION OFFICE

a member of the dti group

Date: 24/06/2010

Our Reference: 19483812
Box: 119151
Sequence: 10

SHERYL BOSWELL
Basket: SBOS

RE: Amendment to Company Information

Company Number: 1996/005014/08

Company Name: SUNNINGHILL GARDENS HOMEOWNERS ASSOCIATION

We have received a CM26 (Special resolution) from you dated 12/05/2010.

The CM26 (1) was accepted and placed on file.

Yours truly

Registrar of Companies

EPH

Please Note:

The attached certificate can be validated on the CIPRO web site at www.cipro.co.za.

The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE:

Registrar of Companies & Close Corporations

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 184 3384, Website www.cipro.co.za, WAP www.cipro.co.za/mobile

**Certificate issued by the Registrar of Companies & Close
Corporations on Thursday, June 24, 2010 08:43
Certificate of Confirmation**



COMPANIES AND INTELLECTUAL
PROPERTY REGISTRATION OFFICE

a member of the dti group

Registration number	1996 / 005014 / 08
Enterprise Name	SUNNINGHILL GARDENS HOMEOWNERS ASSOCIATION
Enterprise Shortened Name	None provided.
Enterprise Translated Name	None provided.
Registration Date	26/04/1996
Business Start Date	26/04/1996
Enterprise Type	Section 21
Enterprise Status	In Business
Financial year end	March
Main Business/Main Object	
Postal address	P OBOX 3269 RANDBURG 2125
Address of registered office	319 PINE AVENUE FERNDAL RANDBURG 2194



COMPANIES AND INTELLECTUAL PROPERTY REGISTRATION OFFICE:

Registrar of Companies & Close Corporations

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 184 3384, Website www.cipro.co.za, WAP www.cipro.co.za/mobile

Client Ref:

REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

Form CM 26

Special resolution

(Section 200)

(To be lodged in duplicate)

Registration No. Of Company

1996/005014/08



Name of company SUNNINGHILL GARDENS HOMEOWNERS ASSOCIATION (ASSOCIATION INCORPORATED UNDER SECTION 21)

Date notice given to members 12 APRIL 2010

Date resolution passed 12 MAY 2010

Special resolution passed in terms of section 62 of the Act/*paragraph _____ of the memorandum/*article _____ of the articles.

Copy of notice convening meeting attached.

Consent to waive period of notice of meeting (CM 25) attached/*not attached.

CONTENTS OF RESOLUTION

(Use reverse side if necessary)

RESOLVED:

That Clause 9.1 of the Articles of Association be amended whereby the number of directors shall be not less than 4 nor more than 8.

Rubber stamp of company, if any, or of secretaries.

Date 12 MAY 2010

Signature

Director/Secretary/Manager

Name (in block capitals) SHERYL BOSWELL

* Delete whichever not applicable.

To be completed by company

Herewith copy of special resolution as registered.

Registration No. of Company

1996/005014/08

Name of Company: SUNNINGHILL GARDENS HOMEOWNERS ASSOCIATION
(ASSOCIATION INCORPORATED UNDER SECTION 21)

Postal address: SHERYL BOSWELL
WILL COLLECT

Special resolution
registered this day

