

REPUBLIC OF SOUTH AFRICA
COMPANIES ACT, 1973

ARTICLES OF ASSOCIATION OF AN ASSOCIATION
NOT HAVING A SHARE CAPITAL

(Section (60) (1) and Regulation 18)

(Association incorporated under Section 21)

Registration Number of Association:

Name of Association:

ABRAMS CREST HOMEOWNERS ASSOCIATION

(Association incorporated under Section 21)

A.

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

B.

The Articles of the Association are as follows:

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires –

1.1.1 “Act” means the Companies Act No. 61 of 1973 (as amended);

1.1.2 “Articles” means the Articles of Association and any amendment thereto by the Association;

1.1.3 “Association” means Abrams Crest Homeowners Association (Association Incorporated under Section 21 of the Act);

1.1.4 “Board” means the Board of Directors of the Association;

1.1.5 “Body Corporate” means the Controlling Body of a Sectional Title Scheme;

1.1.6 “Budget” means the itemised estimate of the anticipated income and expenses of the Association during the ensuing financial year as prepared by the Finance Committee;

1.1.7 “Developer” means Simpkins & Associates International CC, including its successors in title or assigns;

1.1.8 “Common Property” means:

- 1.1.8.1 Portion 1 of Erf 1 Kelso;
- 1.1.8.2 Such immovable property which the right to control has been conferred upon the Association;
- 1.1.9 "Development Period" means the period commencing from the date of registration of the Township Register of the Estate and terminating on the earlier of:
 - 1.1.9.1 The date on which the Developer unilaterally gives notice to the Association of its resignation as a member; or
 - 1.1.9.2 Such date as might be 2 (TWO) years after the date of registration in the Deeds office of the last Unit out of the Developer's name;
- 1.1.10 "Domestic Servant" means any person employed by a member in terms of the Association's approved Employment Contract to work on such member's property;
- 1.1.11 "Director(s)" means the Director(s) of the Association;
- 1.1.12 "Dwelling Unit" means a Unit as defined under the provisions of the Sectional Titles Act;
- 1.1.13 "Estate" means and shall comprise of the residential development which the Developer intends completing in respect of the Sectional Title Scheme on Portion 1 of Erf 1 Kelso to be known as Abrams Crest;
- 1.1.14 "Estate Property" means any Property in the Estate which the right to control has been conferred upon it or such movable property of which the Association is the registered owner or possessor from time to time.
- 1.1.15 "Levy" means the amount required to be paid by the members each financial year in order to cover the Association's expenses referred to in Article 7.2;
- 1.1.16 "Local Authority" means the Umdoni Municipality or its Successors-in-Office;
- 1.1.17 "Manager" means the person or legal body appointed from time to time by the Board to undertake the management of certain specific functions within the Estate on behalf of the Association;
- 1.1.18 "Member" means an owner as referred to in Article 1.1.22 and shall include the Developer for so long as it is the registered owner of any Property within the Estate;
- 1.1.19 "Memorandum" means the Memorandum of the Association and any amendment made thereto by the Association;
- 1.1.20 "Offices" means the registered offices of the Association;
- 1.1.21 "Owner" means any natural or legal person who is registered in the Deeds Registry at Pietermaritzburg as being the owner of any property within the Estate provided that in the case of joint owners or legal persona, the nominated owner as provided in Article 2 shall be deemed to be the owner;
- 1.1.22 "Property" means an erf forming part of the Abrams Crest Development;
- 1.1.23 "Purchaser" means any natural or legal person who wishes to purchase any Property in the Estate;

- 1.1.24 "Services" means the supply of water, sewerage, refuse removal, provision of security and such other utilities or services as are provided by the Association within the Estate or which may be required by the Developer or the members;
- 1.2 Words and expressions used and not otherwise defined in these Articles shall have the meaning assigned to them by the Act.
- 1.3 Words importing the singular shall include the plural, words importing the masculine, feminine and neuter shall include the others of such genders;
- 1.4 The heading above any of the Articles is intended for reference purposes only and shall not influence the interpretation of the Articles.

2. **MEMBERSHIP**

2.1 Membership of the Association

- 2.1.1 Membership of the Association shall be obligatory for every owner and the Developer during the Development Period.
- 2.1.2 No owner shall transfer his Property unless it is a condition of such transfer that the Purchaser makes application to become a member in the manner determined by the Association and is admitted as such in terms of Article 2.2.
- 2.1.3 In the event of any Property being owned in undivided shares by more than 1 (ONE) owner, such co-owners shall nominate 1 (ONE) amongst them to be the member for the purposes of these Articles.
- 2.1.4 Where the owner is a legal persona, being a Trust, Close Corporation or Company, the Trustees, Members or Directors as the case may be, shall appoint 1 (ONE) amongst them to be the member for the purposes of these Articles.
- 2.1.5 Where the owners are married in community of property, the owners shall appoint 1 (ONE) of them to be the member for the purposes of these Articles.

2.2 Admission of Members

- 2.2.1 The initial members of the Association shall be the persons subscribing to the Memorandum and Articles of Association, provided once there are sufficient members resulting from Property being registered in their name in the Deeds Office, the initial members shall forthwith resign and the members of the Association shall henceforth be the Developer and those members who have been admitted in accordance with these Articles.
- 2.2.2 A Purchaser shall be obliged to complete the Association's Standard Membership Application form, without alteration or amendment, and submit the same to the Board for consideration.
- 2.2.3 The criteria required for admission as a member is vested in the Board, who shall be solely responsible for declining or admitting a Purchaser as a member, provided the Board shall be under no obligation whatsoever to divulge or justify its reasons for reaching its decision.
- 2.2.4 The members at the Annual General Meeting shall approve the criteria required for a Purchaser to become a member and the Board shall be obliged to consider such criteria when reaching a decision to decline or admit a Purchaser as a member.

2.3 Rights and Duties of members

2.3.1 Membership of the Association shall confer upon each member the following rights subject to the rights of membership as prescribed by Statute and the provisions of Article 3.5.5, namely:

2.3.1.1 the right to inspect and/or receive copies of the Annual Financial Statements of the Association;

2.3.1.2 the right to receive notices of all General Meetings of the Association, being any Annual General Meeting, Special or General Meeting;

2.3.1.3 the right to attend, speak and vote at all General Meetings of the Association in accordance with the provisions of these Articles, subject to the provisions of Article 3.5.5;

2.3.1.4 the right to call a Special General Meeting in terms of the provisions of Article 3.1.2.3.

2.3.2 No member shall by reason of membership of the Association be entitled to share in or receive any profit of the Association.

2.4 Cessation of Membership

2.4.1 Membership of the Association shall cease:

2.4.1.1 upon a member ceasing to be an owner in terms of Article;

2.4.1.2 upon the issue of a final order of sequestration or liquidation of a member;

2.4.1.3 upon the voluntary winding-up or termination of a member;

2.4.1.4 upon the death of a member or upon the member being declared insane or incapable of managing his own affairs;

2.4.1.5 The Developer shall cease to be a member on the termination of the Development Period.

2.4.2 In the event of a member ceasing to be a member in terms of Articles 2.4.1.2 or 2.4.1.3 the duly appointed legal representative of such member shall for all purposes be recognised and be bound as if he were the member under these Articles.

2.5 Liability of Members

The liability of a member resulting from membership of the Association shall be limited to an amount of R1,00 (ONE RAND) together with any amount as may be owing by such member to the Association, from time to time, from whatsoever cause arising in terms of these Articles.

2.6 Register of Members

2.6.1 The Association shall in terms of Section 105 of the Act maintain a Register of Members at its offices.

2.6.2 The Register of Members shall be open to members for inspection as provided in Section 113 of the Act.

3. **GENERAL MEETINGS**

3.1 Description

3.1.1 Annual General Meeting

3.1.1.1 A General Meeting shall be held every year and be known as the Annual General Meeting.

3.1.1.2 The Annual General Meeting shall be held on a date, time and place as may be determined by the Board and shall specify the nature of the Meeting in the notice.

3.1.1.3 The Annual General Meeting shall be held not:

3.1.1.3.1 Later than 6 (SIX) months after the end of each financial year of the Association; and

3.1.1.3.2 More than 15 (FIFTEEN) months shall elapse after the holding of the last preceding Annual General Meeting.

3.1.2 General and Special Meeting

3.1.2.1 A Meeting other than the Annual General Meeting shall be called either a General Meeting or Special General Meeting.

3.1.2.2 The Board shall be vested with the power to call a General Meeting or Special General Meeting at any time on the giving of notice to the members to such effect.

3.1.2.3 The members shall only be entitled to call a Special General Meeting where the requisition for the Meeting:

3.1.2.3.1 is signed by not less than 25% (TWENTY FIVE PER CENTUM) of the members;

3.1.2.3.2 is received by the Association at its offices;

3.1.2.3.3 states fully the objects and reasons for calling the Meeting.

3.2 Venue

3.2.1 All Meetings shall be held at a venue within the boundaries of the Local Authority.

3.2.2 The choice of venue shall be determined by the party calling the Meeting due regard being had to the number of members comprising of the Association.

3.3 Notice

3.3.1 Meetings

3.3.1.1 Annual General Meeting

The Annual General Meeting and any Special General Meeting shall be called for a date not less than 21 (TWENTY ONE) clear days after notice has been given.

3.3.1.2 General Meeting

A General Meeting shall be called not less than 14 (FOURTEEN) clear days after notice has been given.

3.3.2 Form

3.3.2.1 The notice:

3.3.2.1.1 for the calling of any Meeting shall be in writing;

3.3.2.1.2 shall specify the:

3.3.2.1.2.1 date, time and place of the Meeting;

3.3.2.1.2.2 nature of the business to be discussed;

3.3.2.1.2.3 the order in which the business is to be discussed.

3.3.2.2 The notice shall be given in the manner prescribed by these Articles.

3.3.3 Giving of Notice

3.3.3.1 Notice of the Meeting shall be given to:

3.3.3.1.1 such persons entitled to receive notice under these Articles.

3.3.3.1.2 each member at the address furnished by such member to the Association for the purposes of receipt of documents from the Association.

3.3.3.2 The notice shall be given to each member in the format requested by such member in writing to the Manager and shall be by way of:

3.3.3.2.1 e-mail;

3.3.3.2.2 telefax;

3.3.3.2.3 post; or

3.3.3.2.4 hand-delivery.

3.3.4 Short Notice

The Association shall notwithstanding that a Meeting may have been called on shorter notice than the time period specified in these Articles be deemed to have been duly called if so agreed to by a majority in number of the members having the right to attend and vote at such Meeting.

3.4 Attendance

3.4.1 Every member shall be entitled to attend all Meetings of the Association.

3.4.2 The Developer shall be entitled to attend all Meetings of the Association on behalf of those members referred to in Article 3.5.

3.4.3 A person shall be entitled to attend all Meetings on identifying himself in terms of the procedure laid down by the Board, from time to time, where such person is not the appointed member in terms of Article 2 and:

3.4.3.1 the property is owned in undivided shares;

3.4.3.2 is a co-owner; or

3.4.3.3 the property is owned by a legal persona such person is a Trustee, Member or Director, as the case may be, of the owner.

3.4.4 The Chairman shall be entitled at any time either prior to the commencement of or during a Meeting to request that any person thereat who is not entitled to be present, immediately leave such Meeting.

3.5 Proceedings

3.5.1 Business

3.5.1.1 Annual General Meeting

The Annual General Meeting shall deal with and dispose of all business prescribed by the Act, including:

3.5.1.1.1 the consideration of the Annual Financial Statements;

3.5.1.1.2 decisions on the number of Directors and election of Directors when such decision is required in accordance with the provisions of the Articles;

3.5.1.1.3 estimates of income and expenditure for the ensuing year;

3.5.1.1.4 the determination of levies;

3.5.1.1.5 the appointment of an Auditor;

3.5.1.1.6 the appointment of the Estate Agents;

3.5.1.1.7 the determination of the commission amount payable to the Estate Agents;

3.5.1.1.8 the appointment of the Attorneys;

3.5.1.1.9 any other business laid before it.

3.5.1.2 General Meeting

All business laid before a General Meeting shall be considered as:

3.5.1.2.1 General Business;

3.5.1.2.2 Special Business where it is deemed to be so in terms of these Articles.

3.5.2 Quorum

3.5.2.1 No business shall be transacted at any Meeting unless a quorum of members is present at the time when the Meeting proceeds to business.

- 3.5.2.2 A quorum shall be made up of:
 - 3.5.2.2.1 for the duration of the Development Period, the Developer or its duly appointed nominee;
 - 3.5.2.2.2 after the termination of the Development Period 25% (TWENTY FIVE PER CENTUM) of the members, subject to a minimum of 10 (TEN) members, being present in person or by proxy.
- 3.5.2.3 If within half an hour after the time appointed for the Meeting, a quorum is not present, the Meeting:
 - 3.5.3.2.1 if called upon the requisition of members, shall be dissolved;
 - 3.5.3.2.2 in any event shall stand adjourned to a date not earlier than 7 (SEVEN) days and not later than 21 (TWENTY ONE) days after the date of the Meeting.
- 3.5.2.4 No person entitled to be present at any General Meeting in terms of Article shall be considered for the purposes of establishing a quorum.

3.5.3 Adjourned Meeting

- 3.5.3.1 If a quorum is not present at an adjourned Meeting within half an hour after the time appointed for such Meeting, the members present in person or by proxy shall be a quorum.
- 3.5.3.2 The Association shall within 3 (THREE) days of the date of the adjourned Meeting send a notice to each member in which it is stated:
 - 3.5.3.2.1 the time; date and place to which the Meeting has been adjourned;
 - 3.5.3.2.2 the matter before the Meeting when it was adjourned; and
 - 3.5.3.2.3 the ground for the adjournment.

3.5.4 Chairman

- 3.5.4.1 The Developer shall appoint the Chairman of all Meetings held during the Development Period.
- 3.5.4.2 The Chairman of the Board shall preside as the Chairman at every General Meeting.
- 3.5.4.3 If after the termination of the Development Period the Chairman of the Board is still to be elected or if he is not present at any Meeting within 15 (FIFTEEN) minutes after the time appointed for the holding of the Meeting or is unwilling to act as Chairman, the members shall elect a Chairman from the members present, provided if there are Directors present, then 1 (ONE) of the Directors shall be elected as Chairman.
- 3.5.4.4 The Chairman may with the consent of the Meeting at which a quorum is present or where so directed by the members, adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than business left unfinished at the Meeting at which the adjournment took place.

3.5.4.5 When a Meeting is adjourned the provisions of Articles 3.5.3 shall mutatis mutandis apply to such adjournment.

3.5.5 Voting

3.5.5.1 The Developer shall be entitled on behalf of all those members referred to in Article 3.5.6.1 to propose, speak and vote on such persons behalf in regard to any Ordinary or Special Resolutions and General business of the Association.

3.5.5.2 Until such time as the Developer is no longer a member of the Association, no member shall be entitled to exercise any rights ensuing from membership of the Association which have been conferred upon the Developer in terms of the Memorandum of Agreement of Purchase and Sale relating to such member.

3.5.5.3 No Special or Ordinary Resolution shall be carried during the Development Period unless the Developer votes in favour of such Resolution.

3.5.5.4 Every member present at a Meeting of the Association, either in person or by proxy, shall be entitled to 1 (ONE) vote only, provided where the member is the registered owner of more than 1 (ONE) Property, he shall have 1(ONE) vote in respect of each Property owned by him.

3.5.5.5 A Resolution put to the vote at a General Meeting shall be decided on a show of hands and every member present or represented by proxy shall have only 1 (ONE) vote subject to the provision of Article 3.5.5.4.

3.5.5.6 Conclusive evidence without written proof of the votes recorded in favour of or against a Resolution that such Resolution has on a show of hands been carried, unanimously carried, carried by a particular majority or declined, shall be evidenced by the Chairman having made a declaration to such effect at the Meeting and such declaration having been entered in the book containing the minutes of General Meetings of the Association.

3.5.5.7 The Chairman of the Meeting shall have a casting vote in the case of an equality of votes.

3.5.6 Proxies

3.5.6.1 The appointment of the Developer in the Memorandum of Agreement of Purchase and Sale relating to the member shall constitute and be accepted by the Association for the purposes of these Articles as a valid instrument of proxy.

3.5.6.2 The Developer's right to act in terms of the proxy referred to in Article 3.5.6.1 shall cease on the termination of the Development Period or on the cessation by the Developer of its membership in terms of Article 1.1.9.1.

3.5.6.3 It shall not be necessary for the Developer to lodge at the Association's offices copies of the Memorandums of Agreement of Purchase and Sale referred to in Article 3.5.6.1.

3.5.6.4 The instrument appointing a proxy shall be in writing under the hand of the appointer.

3.5.6.5 The instrument appointing a proxy shall be received at the Association's office not less than 48 (FORTY EIGHT) hours before the time for the holding

of the Meeting at which the person named in such instrument is entitled to attend and vote pursuant thereto.

- 3.5.6.6 In default of compliance herewith the instrument of proxy shall be treated as invalid for the purposes of attending or voting at that Meeting or any adjournment thereof.
- 3.5.6.7 No instrument appointing a proxy shall be valid after the expiration of 6 (SIX) months from the date of its execution unless otherwise qualified in the instrument of the proxy.
- 3.5.6.8 The right to vote in accordance with the terms of any instrument of proxy shall become invalid immediately:
 - 3.5.6.8.1 upon the death of the principal; or
 - 3.5.6.8.2 the receipt in writing by the Association of the revocation of the proxy's appointment.
 - 3.5.6.8.3 The instrument appointing a proxy shall be in the following form or in such other form which the Board might permit:

ABRAMS CREST HOMEOWNERS ASSOCIATION

(Association Incorporated under Section 21)

I/We _____
 of _____
 being a member of the Association do hereby appoint: _____
 of _____
 or failing him, _____
 of _____
 or failing him the Chairman of the Meeting as my/our proxy to vote for me/us on my/our behalf
 at the Annual General Meeting, (as the case may be) of the Association, to be held on _____
 2007, and held at any adjournment thereof as follows:

	For	Against	Abstain
Resolution to			
Resolution to			
Resolution to			
Resolution to			

(Indicate instruction to proxy by way of a cross in the space provided) Unless otherwise instructed, the proxy may vote as he thinks fit.

SIGNED at _____ on _____ 2007

 SIGNATURE

A member entitled to attend and vote is entitled to appoint a proxy to attend, speak, and on a poll, vote in his stead, and such proxy need not be a member of the Association.

4. INSPECTION OF MINUTES

- 4.1 The minutes of every General Meeting and Annual General Meeting shall be open for inspection by the members.
- 4.2 Only a member shall be entitled to request a copy of the minutes as provided in Section 206 of the Act.

5. DIRECTORS

5.1 Appointment

- 5.1.1 The Developer shall be solely entitled to appoint all Directors during the Development Period.
- 5.1.2 There shall only be 1 (ONE) Director during the Development Period, provided the Developer may entirely at its discretion appoint additional Directors up to a maximum of 6 (SIX).
- 5.1.3 The Director of the Board shall be appointed by the Developer for the entire duration of the Development Period.
- 5.1.4 The number of Directors, the manner of their election and retirement and their term of office shall on termination of the Development Period be determined by the members in General Meeting, provided the number of Directors shall not be less than 3 (THREE).
- 5.1.5 The appointment of a Director to fill any casual vacancy occurring on the Board for whatsoever reason shall be made by the Directors within 30 (THIRTY) days of the date upon which such vacancy occurs unless the members otherwise determine in General Meeting, provided such Director shall retire from office at the next Annual General Meeting and be eligible for re-election.
- 5.1.6 Only a member may be elected as a Director of the Association, provided in the case of a natural person, such member's spouse may be elected in such member's place.

5.2 Retirement

- 5.2.1 A retiring Director shall be eligible for re-election.
- 5.2.2 The retirement of a Director shall not necessitate the termination of such Director's status as an owner.
- 5.2.3 A Director who sells his Dwelling Unit shall be obliged to retire at the end of the month during which the Dwelling Unit is transferred out of his name in the Deeds Office.

5.3 Shortfall in Number

- 5.3.1 If the total number of Directors falls below the prescribed number as a result of retirement, resignation or otherwise, the Board shall act promptly to bring the number of Directors up to the level required by these Articles.

5.3.2 The validity of any Resolutions taken or acts performed by the Directors during a period when their number falls short of that provided in Article 5.1.4 shall not be invalidated by such shortfall.

5.4 Removal of Director

The Board may for any reason whatsoever remove a Director by way of a majority decision provided the provisions of Article 6.1 are followed.

5.5 Co-Option of Director

The Directors shall have the power to co-opt persons onto the Board for the purposes of assisting the Directors in carrying out any of their functions provided that any person co-opted shall:

be a member;

not be entitled to vote on any matter which is required to be considered by the Board.

5.6 Alternate Director

5.6.1 The Developer may for any reason whatsoever appoint an alternate Director in place of an appointed Director.

5.6.2 A Director may obtain leave of absence by Resolution of the Board who shall in such Director's absence be entitled to appoint an alternate to act for him with all the powers and privileges enjoyed by him, subject to:

5.6.2.1 such terms, qualification and conditions applicable to the other Directors;

5.6.2.2 such person being a member.

5.6.3 A Director may not be appointed as an alternate Director and a person may only be appointed as an alternate Director to 1 (ONE) Director.

5.7 Remuneration

5.7.1 A Director shall not directly or indirectly receive any remuneration for his services as a Director of the Association, provided that nothing in these Articles shall prohibit him from reimbursement for all travelling, subsistence and other expenses properly incurred by him in the execution of his duties in or about the business of the Association and which have been authorised or approved by the Board.

5.7.2 Any Director committing a breach of Article 5.8 shall forthwith be disqualified to act as a Director and for the remainder of his ownership of a Dwelling Unit will be ineligible for re-election.

5.8 Disqualification or Resignation

5.8.1 The office of Director shall be vacated where the Director:

5.8.1.1 ceases to be a Director by effluxion of the period of appointment; or

5.8.1.2 becomes prohibited from being a Director by virtue of any provision of the Act or these Articles; or

5.8.1.3 resigns his office by notice in writing to the Association and the Registrar; or

- 5.8.1.4 becomes insolvent or assigns his estate for the benefit of or compounds with his creditors; or
- 5.8.1.5 is found to be lunatic or of unsound mind; or
- 5.8.1.6 is absent for 3 (THREE) consecutive Meetings of the Board without obtaining prior leave of absence; or
- 5.8.1.7 in the case of the nominee of the Developer, on the Developer revoking his appointment; or
- 5.8.1.8 ceases to be an owner.

5.9 Limitation of Liability

No Director shall be liable for any loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens as a result of his own dishonesty, gross negligence, default, breach of duty or trust.

6. BOARD

6.1 General

- 6.1.1 The business of the Association shall be managed by the Board and shall exercise all such powers of the Association as are not limited by the Act; by these Articles or are required to be exercised by the Association in General Meeting.
- 6.1.2 Without in any way derogating from the generality of Article 6.1.1, the Board shall be entitled to exercise on behalf of the Association all and any of the common powers set out in paragraph 5 of the Memorandum of the Association, subject only to any contrary stipulation contained from time to time in the Memorandum and Articles of Association.
- 6.1.3 The Board may as it deems fit, from time to time, entrust to and confer such of its vested powers and authorities upon any designated official of the Association, Consultant or any other competent person or body to be exercised for such objects and purposes, subject to such terms, conditions or restrictions as the Board may deem expedient, provided the conferring of such powers and authorities shall:
 - 6.1.3.1 always be subject to a time limit and never be capable of being given for an indefinite or limitless period of time;
 - 6.1.3.2 not be to the exclusion of or in substitution for all or any of the powers and authorities of the Board;
 - 6.1.3.3 shall at all times be subject to the unilateral revocation by the Board;
 - 6.1.3.4 be given subject to the right of the Board at any time to vary all or any of such powers and authorities;
 - 6.1.3.5 be subject to any restrictions placed upon the Board in terms of Article 6.1.5.
- 6.1.4 Without in any way affecting the generality of Article 6.1.1, the Board shall have the power to enter into contracts and agreements with third parties to give proper effect to:
 - 6.1.4.1 the provisions of the Memorandum and Articles;

6.1.4.2 the management and control of the Estate.

6.1.5 The members in General Meeting shall have the right to limit and restrict the powers of the Board provided that no Resolution of the Association shall invalidate any prior act or decision of the Board which would otherwise have been valid.

6.1.6 The Board shall have the power to formulate Conduct Rules in respect of the management, control and administration of the Estate and the Estate Property and for the purpose of giving proper effect to the provisions of the Memorandum and Articles of the Association.

6.1.7 The Board shall have the power to amend the Conduct Rules from time to time subject to such directions as the members may give in General Meeting.

6.1.8 The Board shall have the power to impose reasonable fines or other suitable penalties on those members who fail to comply with the provisions of these Articles of the Conduct Rules.

6.1.9 The Board shall upon termination of the Development Period have the power to ratify all contracts entered into between the Third Parties and the Developer on behalf of the Association.

6.1.10 The Board may pursuant to its rights, obligations and duties in terms of these Articles incur such expenditure as may be necessary or requisite to enable it to give proper effect to the provisions of the Memorandum and Articles.

6.1.11 The Board shall have the power to enter into income earning contracts, lease agreements and other contracts of a similar nature in respect of Estate Property, subject to such limits and restrictions imposed by the members in General Meeting.

6.1.12 The Board shall not have the power to appoint, remove or suspend any of the following persons or parties other than in terms of a direction given by the members in Special General Meeting:

6.1.12.1 the Auditors;

6.1.12.2 the Estate Agents;

6.1.12.3 the Attorneys.

6.2 Minutes

6.2.1. The Board shall in terms of Section 204 of the Act cause records to be kept:

6.2.1.1 of all appointments of Directors and officers of the Association;

6.2.1.2 of the names of Directors present at every Meeting; and

6.2.1.3 of all proceedings at all Meetings of the Association and of the Board.

6.2.2 The record of the Meeting shall be signed by the Chairman of the Meeting at which the proceedings took place or by the Chairman of the next succeeding Meeting.

6.3 Proceedings

6.3.1 General

- 6.3.1.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they deem fit, but shall meet at least 12 (TWELVE) times during a calendar year.
- 6.3.1.2 A Director may summons the Board on giving at least 7 (SEVEN) business days' written notice (exclusive of the day of receipt) to the other Directors, provided:
 - 6.3.1.2.1 the Manager shall send all the Directors notice of the Meeting together with the necessary agenda;
 - 6.3.1.2.2 the agenda may be varied at any time prior to the Meeting provided notice of such amendment is given to all Directors at least 1 (ONE) business day prior to the Meeting;
 - 6.3.1.2.3 the Manager shall also attach the minutes of the last Board Meeting to the notice.
- 6.3.1.3 The quorum necessary for the transaction of the business of the Directors, otherwise than during the Development Period, shall be 3 (THREE) Directors.
- 6.3.1.4 The Chairman shall be elected by the Directors at the first Meeting to be held in each calendar year, provided that for the Development Period the Chairman shall be the Developer.
- 6.3.1.5 If the Chairman is not present at a Meeting within 15 (FIFTEEN) minutes after the time appointed for holding the same, the Directors present may choose 1 (ONE) of their number to be Chairman of the Meeting.
- 6.3.1.6 Issues arising at any Meeting of the Directors shall be decided by a majority of votes of the Directors present, provided:
 - 6.3.1.6.1 each Director shall be entitled to exercise 1 (ONE) vote;
 - 6.3.1.6.2 in the event of an equality of votes the Chairman shall have a casting vote.

6.3.2 Committees

- 6.3.2.1 The Board may delegate any of its powers to committees consisting of such persons as they deem fit.
- 6.3.2.2 The committees appointed in terms of Article 6.3.2.1 shall at all times in the exercise of the powers delegated to them be obliged to strictly adhere and specifically follow all the directions and parameters laid down and imposed on them by the Board.
- 6.3.2.3 A committee shall elect a Chairman at its Meetings, provided if no such Chairman is elected or if at any Meeting the Chairman is not present within 15 (FIFTEEN) minutes after the time appointed for holding the same, the committee members present may elect 1 (ONE) of their number to be the Chairman of the Meeting.

6.3.2.4 A committee may meet and adjourn as often as it deems fit provided the same is within the directions imposed by the Board in terms of Article 6.3.2.1.

6.3.2.5 Decisions arising at a meeting of a committee shall be determined by a majority of votes of the committee members present provided the Chairman shall have a casting vote in the event of equality of votes.

6.3.2.6 The Board shall be entitled at any time to cancel or disband a committee appointed by it in terms of Article 6.3.2.1 and such committee shall with immediate effect cease to exist or operate on receipt of such notice of termination from the Board.

6.3.3 Validity of Acts

6.3.3.1 All acts carried out by the Board shall be valid notwithstanding that it may be established at a later date that there was a defect in any such act.

6.3.3.2 Any act carried out by a Director shall be valid notwithstanding that it may be established at a later date that there was a defect in such act or that the Director was disqualified to so act.

7. FINANCE COMMITTEE

7.1 A Finance Committee shall be established under Article 6.3.2.1 and shall comprise:

7.1.1 of the Developer during the Development Period;

7.1.2 on termination of the Development Period of at least 3 (THREE) members with a maximum of 6 (SIX) members.

7.2 The Finance Committee shall establish and maintain a levy fund sufficient in its opinion for:

7.2.1 the repair, control, upkeep, management and administration of the Association, of the Estate and all of the Estate Property;

7.2.2 the payment of rates, taxes and other charges levied on Estate Property by the Local Authority or any other Services Authority;

7.2.3 any charges in respect of Estate Property for the supply and monitoring of electric current, water, fuel, sanitary, refuse removal and any other services;

7.2.4 any services required by the Association to enable it to carry out its main and ancillary objects;

7.2.5 for the covering of any losses suffered by the Association;

7.2.6 for the payment of any insurance premiums;

7.2.7 for the maintenance and upkeep of any irrigation system and pump within the Estate Property;

7.2.8 all other expenses incurred or to be incurred in relation to the Estate and the Estate Property; and

7.2.9 for the discharge of any obligation of the Association.

- 7.3 The Finance Committee shall prepare a Budget for every Annual General Meeting in which it itemises the estimate of the anticipated income and expenses of the Association during the ensuing financial year.
- 7.4 The Budget shall be laid before the Annual General Meeting for consideration by the members.
- 7.5 The members shall at every Annual General Meeting approve, with or without amendment, the Budget and shall determine the Levy to be paid by the members during the ensuing financial year.
- 7.6 The Finance Committee shall during the Development Period determine that portion of the total expenditure which is to be paid by the Developer and the balance of the expenditure to be borne by the members.
- 7.7 The proportions in which the members shall make contributions towards the Levy fund established in terms of Article 7.5 shall be calculated as follows:
- 7.7.1 Association Costs
- Any Association costs other than the Estate Property Costs shall be borne equally by the members.
- 7.7.2 Estate Property Costs
- All Estate Property costs of whatsoever nature shall be borne equally by the members.
- 7.7.3 Developer's Contribution to costs
- The Developer shall be specifically excluded from and shall not be required to make any payment or contribution to the Levy fund established in terms of Article 7.2.
- 7.7.4 Other Costs
- Any other expenses shall be borne by the members in equal shares.
- 7.8 The Levy shall be paid by each member to the Association monthly in advance on the first day of each and every month for the duration of the member's ownership of his Property.
- 7.9 The Levy fund shall be utilised specifically for the purposes referred to in Article 7.2.
- 7.10 A member shall be liable for payment of all Levies and any other amounts owing or which might become owing by him to the Association arising from his membership.
- 7.11 The Association shall be entitled to refuse to issue a written consent to the registration of the transfer or mortgage of a member's property where there are outstanding Levies or other amounts due by the member until:
- 7.11.1 payment is received in full of such amounts from the member; or
- 7.11.2 an irrevocable undertaking is received from the Conveyancer attending to the registration of the transfer or mortgage bond that payment of such levies or other amounts shall be made to the Association by the Conveyancer by no later than the registration date of such matter.
- 7.12 Any amount due by any member, whether in respect of a Levy or any other amount falling due for payment under these Articles, which remains unpaid after the same has fallen due, shall bear interest from the due date of payment until the actual date payment is received, both days

inclusive, at the rate of interest charged by the Association's Bank on its prime overdraft rate plus 3% (THREE PER CENTUM) per annum calculated monthly in arrears.

- 7.13 The Board shall on the recommendation of the Finance Committee have the power to impose a Special Levy on the members arising from extra-ordinary expenditure which was not contemplated or available to be included under Article 7.2 and shall be empowered to determine how such Special Levy is to be collected from and paid by the members.
- 7.14 A member shall only be entitled to a refund of any amount standing to the credit of his Levy account once he is no longer an owner.
- 7.15 All contributions levied under the provisions of these Articles shall be due and payable on the passing of a Resolution to that effect by the Board.
- 7.16 Any outstanding amount due in respect of Article 7 may be recovered from the member liable for payment of such amount by the Association instituting an action in either the High Court or the Magistrate's Court having jurisdiction in respect of the area of the Local Authority.
- 7.17 The Association shall establish a Levy Stabilisation Fund for the purpose of payment of expenses incurred by the Association in the carrying out its main objects and provisions of these Articles, where such expenses are as a result of:
- 7.17.1 extraordinary expenditure; or
- 7.17.2 expenditure of a capital nature.
- 7.18 Any income other than income referred to in Article 7.2 which is earned by the Association shall be paid into the Levy Stabilisation Fund.
- 7.19 The Association shall be entitled to impose on a Purchaser of a Property a Levy Stabilisation Fund Contribution in order to increase the Association's funds held in the Levy Stabilisation Fund provided:
- 7.19.1 The amount of the contribution shall be ten (10%) per cent of the purchase price of the unit until such time as the first annual general meeting is held.
- 7.19.2 the amount of the contribution shall thereafter be determined by the members at each Annual General Meeting;
- 7.19.3 payment shall only be made once the Purchaser is accepted by the Association as a member.
- 7.19.4 no owner shall be entitled to a refund of the contribution in the event of the re-sale of the Property.
- 7.20 The Association shall not be entitled to receive the whole or any portion of any commission payable by a member to the Estate Agents arising out of the conclusion of the sale of Property or a Dwelling Unit.

8. ACCOUNTING RECORDS

- 8.1 The Board shall cause to be kept such accounting records as are prescribed by the Act and as may be prescribed by the members in General Meeting.
- 8.2 Proper accounting records shall be kept as might be necessary to record, present the state of affairs and explain the business and financial position of the Association.

- 8.3 The accounting records shall be kept at the offices of the Association and shall always be open for inspection by the members.

9. ANNUAL FINANCIAL STATEMENTS

- 9.1 The Board shall cause to be prepared and laid before the members at each Annual General Meeting the Annual Financial Statements of the Association as might be prescribed by the Act.
- 9.2 The Association shall not less than 21 (TWENTY ONE) days before the date of the Annual General Meeting forward a copy of the Annual Financial Statements to every member, provided that this Article shall not require a copy to be sent to any person whose address is not known to the Association.
- 9.3 The financial year of the Association shall commence on the 1st day of March of each year and terminate on the last day of February in the following year.

10. AUDIT

- 10.1 An Auditor shall be appointed in accordance with the Act.
- 10.2 The Developer shall be entitled to nominate and appoint the Auditor for the duration of the Development Period.
- 10.2 The members shall at each Annual General Meeting nominate and appoint an Auditor for the ensuing financial year.

11. GENERAL NOTICE

- 11.1 A notice may be given by the Association to any member:
- 11.1.1 by publication in such newspapers as the Board may from time to time determine; or
 - 11.1.2 by hand delivery to the member at his Property; or
 - 11.1.3 by posting the notice in a prepaid envelope to the member at his registered address;
or
 - 11.1.4 by affixing the notice to the Association's Events Notice Board;
 - 11.1.5 by e-mail to the member at his nominated e-mail address;
 - 11.1.6 by facsimile to the member at his nominated facsimile address.
- 11.2 Notice of every General Meeting shall be given:
- 11.2.1 to every member of the Association;
 - 11.2.2 to the Auditor for the time being of the Association.
- 11.3 Notice of every General Meeting need not be given:
- 11.3.1 to a member who has not supplied the Association with an address for the giving of notices;
 - 11.3.2 to any person not specifically referred to in Article 0.

11.4 Proof of notice given shall be proven:

11.4.1 where posted, by reference to the Association's daily post list;

11.4.2 where sent by e-mail, by reference to the Association's computer records;

11.4.3 where sent by facsimile, by reference to the Association's facsimile's activity report;

11.4.4 where published in the newspaper, by reference to the newspaper in which the notice was published.

12. COMPLETION OF THE SCHEME CONCEPT

12.1 The Developer shall during the Development Period be entitled to complete the development of the Estate without reference to the Association first being had and obtained, provided the Developer shall in doing so comply as far as possible with these Articles as if it were a member.

12.2 The Developer shall in no way be obliged to consult or obtain permission in any manner or form from the Association in regard to the completion of the development of the Township.

12.3 In the event of it being necessary for the Developer to rezone any land within the Estate or the Township, the Association grants its consent to such application for rezoning provided such application conforms with the Local Authority's Town Planning Scheme in the course of preparation of any other Scheme applicable from time to time.

12.4 No member shall be entitled to object to any application contemplated by the Developer in terms of Article 12.3 by virtue of the member having waived such right in the Agreement of Purchase and Sale entered with the Developer.

13. RATIFICATION OF CONTACTS

13.1 The Association shall be obliged on termination of the Development Period to ratify all contracts of employment currently then in existence and entered into by the Developer on behalf of the Association.

13.2 The Association shall instruct the Board to ratify all such contracts, to honour the same and to perform in terms thereof until such time as the Association decides in General Meeting to cancel or terminate the same.

13.3 The Developer will on finalisation of the Development Period be under no obligation to continue any services provided by it to the Association or in connection with the Estate as from such date the Association will be solely responsible for the continuation of such services if it deems such services to be necessary.

14. CONDUCT RULES

14.1 General

14.1.1 The Board is vested in terms of Article 6 with the power to formulate and approve Conduct Rules binding on all members in respect of the management, control and administration of the Estate and the Estate Property.

14.1.2 The Conduct Rules shall inter alia comprise of the following:

- 14.1.2.1 the admission of all persons to the Estate;
 - 14.1.2.2 the general conduct and behaviour of all persons within the Estate;
 - 14.1.2.3 the prevention of any nuisance of whatsoever kind or nature to any owner;
 - 14.1.2.4 the maintenance and use of all property within the Estate;
 - 14.1.2.5 the use and allocation of membership cards and access cards;
 - 14.1.2.6 the use of roads, pathways and open spaces;
 - 14.1.2.7 the allocation and use of private parking areas by owners and their guests;
 - 14.1.2.8 the control of parking of caravans, boats, trailers and trucks;
 - 14.1.2.9 the control of the Association's general parking areas;
 - 14.1.2.10 the right to limit the maximum number of motor vehicles which any owner may park within his Property;
 - 14.1.2.11 the employment by owners of domestic servants and such domestics conduct;
 - 14.1.2.12 restrictions regarding the placing of any movable objects by a member upon or outside any structure erected on or within the Property, including the power to remove any such objects;
 - 14.1.2.13 the storage of flammable or other harmful substances and especially the owner's compliance with any Environmental Legislation;
 - 14.1.2.14 the preservation of the natural environment;
 - 14.1.2.15 vegetation, flora and fauna in the Estate;
 - 14.1.2.16 the right to keep any animal, reptile or bird;
 - 14.1.2.17 the control and use of any of the Association's amenities, recreation facilities or entertainment areas and the right to make a reasonable charge for such use;
 - 14.1.2.18 the use and control of any business premises within the Estate;
 - 14.1.2.19 the use and control of the cluster post boxes;
 - 14.1.2.20 the procedure to be followed to enforce a breach of the Conduct Rules;
 - 14.1.2.21 the imposition of fines and other penalties to be paid by members and Tenants; and
 - 14.1.2.22 any other matters which the Association from time to time considers appropriate in respect of the Estate.
- 14.1.3 A member shall at all times be obliged to abide by the Conduct Rules and shall ensure that his guests, invitees and persons who may enter the Estate by virtue of his membership shall likewise abide fully with the Conduct Rules.

14.1.4 The Board shall not have the power to amend any Conduct Rule where at a General Meeting a specific restriction or guide-line has been imposed and approved by the members, provided that during the Development Period the Developer shall not be restricted in any way by the provisions of this Article.

14.1.5 The Association shall on termination of the Development Period for the purposes of Article 1.1.9 be substituted in the place and stead of the Developer and shall thereafter exercise any and all rights previously held by the Developer.

14.2 Enforcement of Conduct Rules

14.2.1 The Board may take such steps as are necessary to remedy the breach of any Conduct Rules by a member.

14.2.2 The Board shall formulate from time to time a schedule of the amount of the fine or penalty payable by a defaulting member arising from or relating to any breach of the Conduct Rules.

14.2.3 The Board shall after providing the member with a fair and reasonable opportunity to refute the purported allegation of breach of the Conduct Rules, adjudicate upon such issue.

14.2.4 Where the Board is of the opinion that the member has breached the Conduct Rules, it shall be entitled entirely at its discretion and if deemed necessary to impose a fine or other penalty as is deemed appropriate in the circumstances.

14.2.5 A member found guilty of a breach of the Conduct Rules and for which a fine is imposed shall have the amount thereof debited to such member's levy account.

14.2.6 Any fine or penalty amount imposed in terms of this Article 14.2.4 shall be deemed to be a debt owing to the Association.

14.2.7 In the event of a breach of the Conduct Rules by any member's guests invitees or other persons occupying the Dwelling Unit, such breach shall be deemed to have been committed by the member himself and the Board shall be entitled to take such action as they may deem fit against such member.

14.2.8 The Board shall be vested with the power to enforce the provisions of any Conduct Rule by way of an Application to Court.

14.2.9 The Board may appoint Attorneys or Counsel to act on the Association's behalf for the purposes of enforcement of the Conduct Rules.

14.3 Nature and Amenity of the Estate

14.3.1 The Developer during the Development Period and the Association at all time shall in order to procure full compliance from the members in regard to the nature and amenity of the Estate be vested with complete control in respect of the erection or construction of any Dwelling Unit, structure or any improvement of whatsoever nature in the Estate.

14.3.2 Any Dwelling Unit, structure or improvement erected or constructed shall during and after the Development Period strictly adhere to the Architectural Requirements and Guidelines imposed by the Developer.

14.3.3 The Developer and the Association's right of control shall include any extension or addition to any existing Dwelling Unit, structure or improvement which when erected or constructed is visible externally.

- 14.3.4 Any member wishing to erect or build any Dwelling Unit, structure or improvement shall submit to the Board such approved plans, drawings, fees and ancillary documents as may be necessary in the opinion of the Developer and the Board for them to grant approval thereto provided:
 - 14.3.4.1 during the Development Period, the Developer shall have the casting vote where there is a difference of opinion between it and the Board as to approval;
- 14.3.5 The granting of approval in terms of Article 14.3.4 shall:
 - 14.3.5.1 be at the sole discretion of the Developer or the Board, which may approve, refuse or require such amendments to be made to the member's application as are deemed necessary to comply with the nature and amenity of the Estate;
 - 14.3.5.2 be granted subject to such conditions or restrictions as may be imposed;
 - 14.3.5.3 be confirmed in writing by the Chairman;
 - 14.3.5.4 only be given on receipt of payment from the member of the prescribed fee to be paid when submitting any application in terms of this Article.
- 14.3.6 Without affecting the generality of the foregoing, no member or Body Corporate shall without the prior written permission of the Developer or the Board first being had and obtained:
 - 14.3.6.1 change the colour of the exterior walls, roof, exterior of any doors and window frames or any exterior fixtures or fittings of any Dwelling Unit;
 - 14.3.6.2 replace or remove any pergolas blinds, shutters or ornaments attaching to or upon the exterior walls or surfaces of the Dwelling Unit or other structure, provided a member shall be entitled to renew such existing items as may require replacement, either with identical items or where this is not possible, items of a similar nature or appearance;
 - 14.3.6.3 make any additions or extensions to any Dwelling Unit;
 - 14.3.6.4 erect any additional buildings, structures or fences whether of a temporary or permanent nature;
 - 14.3.6.5 remove any external fixtures, fittings, doors or windows;
 - 14.3.6.6 demolish the whole or any portion of a Dwelling Unit, structure or improvement;
 - 14.3.6.7 erect or rebuild any structure which has been demolished without obtaining the necessary prior written approval;
 - 14.3.6.8 erect or build any lean-to, carport, awning or pergola without obtaining the necessary prior written approval;
 - 14.3.6.9 erect or build any structure from any material of whatsoever nature without obtaining the necessary prior written approval.
- 14.3.7 The Board shall in exercising the rights of control vested in it under the provisions of the Articles be bound by and strictly adhere to the Architectural Requirements and Guidelines imposed by the Developer, provided on the termination of the Development

Period, it shall be bound by the guidelines and controls as may be approved by the Association from time to time.

14.4 Resale of Property or Dwelling Unit

- 14.4.1 The Association shall have full control in respect of the re-sale of all Property in order to ensure that there is at all times full compliance by every member of these Articles and of the Conduct Rules.
- 14.4.2 A member shall be obliged on re-sale of his Property Unit to ensure that the Purchaser thereof is made aware of these Articles and of the Conduct Rules.
- 14.4.3 The Board shall ensure that the all the conditions laid by the Association relating to the re-sale of a Property are at all times adhere to and such requirements are:
 - 14.4.3.1 openly displayed on the Association Public Notice Board;
 - 14.4.3.2 available to a member;
 - 14.4.3.3 available to a Purchaser.
- 14.4.5 A member shall be entitled to privately re-sell his Property without employing the services of the Estate Agents, provided such members shall be obliged to comply fully with all the provisions of Article 14.4 as might be applicable.

15. REPUDIATION OF LIABILITY

- 15.1 The Association shall not be:
 - 15.1.1 liable for any injury to any person, damage to, or loss of any property, occurring or suffered upon the estate irrespective of the cause thereof;
 - 15.1.2 responsible for any injury to any person, damage to, or loss of any property occurring or suffered upon the Estate irrespective of the cause thereof;
 - 15.1.3 responsible for any theft of property occurring on the Estate;
- 15.2 No member shall:
 - 15.2.1 have any claim or right of action against the Association for any damages or loss suffered;
 - 15.2.2 be entitled to withhold or set off payment of any amount due to the Association by the member as a result of any loss or damage suffered.
- 15.3 The Association or its duly appointed agents shall not be liable to a member or his lessees, servants, invitees or generally to any person who might have entered the Estate, for any injury, loss or damage of any description, which the member or such other person may have suffered or sustained, whether directly or indirectly in or about the Estate, regardless of the cause thereof.
- 15.4 No member shall as a result of Article 15 be absolved from liability in terms of which the responsibility therefore might be imposed on such member for any injury, loss or damage suffered by any person or property within the Estate or to any Estate Property.

16. WINDING UP THE ASSOCIATION

The Association's assets on winding-up, de-registration or dissolution shall after settlement or satisfaction of all its liabilities be given or transferred to some other association or institution as the members in such winding up order shall determine, provided that such association or institution shall have objects similar to those of the Association.

SIGNATORIES TO ARTICLES OF ASSOCIATION

PARTICULARS OF SUBSCRIBER	
Full Names:	
Occupation:	
Residential Address:	
Business Address:	
Postal Address:	

PARTICULARS OF WITNESS	
Full Names:	
Occupation:	
Residential Address:	
Business Address:	
Postal Address:	

Signed at _____ on this _____ day of _____ 20____

SIGNATURE OF SUBSCRIBER: _____

SIGNATURE OF WITNESS: _____

PARTICULARS OF SUBSCRIBER	
Full Names:	
Occupation:	
Residential Address:	
Business Address:	
Postal Address:	

PARTICULARS OF WITNESS	
Full Names:	
Occupation:	
Residential Address:	
Business Address:	
Postal Address:	

Signed at _____ on this _____ day of _____ 20____

SIGNATURE OF SUBSCRIBER: _____

SIGNATURE OF WITNESS: _____

PARTICULARS OF SUBSCRIBER	
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Residential Address:	
Business Address:	
Postal Address:	

PARTICULARS OF WITNESS	
Full Names:	
Occupation:	
Residential Address:	
Business Address:	
Postal Address:	

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SIGNATURE OF SUBSCRIBER: _____

SIGNATURE OF WITNESS: _____

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PARTICULARS OF WITNESS	
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Business Address:	
Postal Address:	

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SIGNATURE OF SUBSCRIBER: _____

SIGNATURE OF WITNESS: _____