Date: 21/04/2015

Re: Amendment to Company Information
Company Number: 2007/027692/08
Company Name: BRIDGE CITY MANAGEMENT ASSOCIATION (RF) NPC

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 03/02/2015.
The Amendment of Memorandum of Incorporation (1) was accepted and placed on file.
The Ring Fencing Condition as part of the Name (2) was accepted and placed on file.

Yours truly

Commissioner: CIPC
HVJ  HVJ

Please Note:
The attached certificate can be validated on the CIPC website at www.cipc.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.
<table>
<thead>
<tr>
<th><strong>Registration number</strong></th>
<th>2007 / 027692 / 08</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Enterprise Name</strong></td>
<td>BRIDGE CITY MANAGEMENT ASSOCIATION (RF) NPC</td>
</tr>
<tr>
<td><strong>Enterprise Shortened Name</strong></td>
<td>None provided.</td>
</tr>
<tr>
<td><strong>Enterprise Translated Name</strong></td>
<td>None provided.</td>
</tr>
<tr>
<td><strong>Registration Date</strong></td>
<td>26/09/2007</td>
</tr>
<tr>
<td><strong>Business Start Date</strong></td>
<td>26/09/2007</td>
</tr>
<tr>
<td><strong>Enterprise Type</strong></td>
<td>Non Profit Company</td>
</tr>
<tr>
<td><strong>Enterprise Status</strong></td>
<td>In Business</td>
</tr>
<tr>
<td><strong>Financial year end</strong></td>
<td>February</td>
</tr>
<tr>
<td><strong>Main Business/Main Object</strong></td>
<td>TO PROVIDE PROTECT AND ADVANCE TEN INTERESTS OF OWNERS OF IMMOVABLE PROPERTY</td>
</tr>
<tr>
<td><strong>Postal address</strong></td>
<td>305 UMHLANGA ROCKS DRIVE LA LUCIA 4051</td>
</tr>
<tr>
<td><strong>Address of registered office</strong></td>
<td>305 UMHLANGA ROCKS DRIVE LA LUCIA 4051</td>
</tr>
</tbody>
</table>
Certificate issued by the Companies and Intellectual Property Commission on Tuesday, April 21, 2015 11:56
Certificate of Confirmation

<table>
<thead>
<tr>
<th>Registration number</th>
<th>2007/027692/08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Name</td>
<td>BRIDGE CITY MANAGEMENT ASSOCIATION (RF) NPC</td>
</tr>
<tr>
<td>Auditor Name</td>
<td>STUART EDWARDS AND COMPANY</td>
</tr>
<tr>
<td>Postal Address</td>
<td>P O BOX 70453, OVERPORT 4067</td>
</tr>
</tbody>
</table>

**Active Directors / Officers**

<table>
<thead>
<tr>
<th>Surname and first names</th>
<th>ID number or date of birth</th>
<th>Director type</th>
<th>Appointment date</th>
<th>Addresses</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABRAHAMS, RAIHANA</td>
<td>8402230139081</td>
<td>Director</td>
<td>22/02/2012</td>
<td>Postal: 18 ANGELSEY STREET, RONDEBOSCH EAST, 7700 Residential: 18 ANGELSEY STREET, RONDEBOSCH EAST, 7700</td>
</tr>
<tr>
<td>MATSHINI, MTUTUZELI</td>
<td>7210065694083</td>
<td>Director</td>
<td>26/03/2009</td>
<td>Postal: P O BOX 22319, GLENASHELY, 4022 Residential: 79 EDGECOMBE PARK, 3 SIFHOSETHU ROAD, 4302</td>
</tr>
<tr>
<td>GWALA, MUZUVUKILE CYRIL</td>
<td>5511275664086</td>
<td>Director</td>
<td>26/03/2009</td>
<td>Postal: P O BOX 22319, GLENASHELY, 4022 Residential: 4 KING FREDERICK PLACE, PINETOWN, 3810</td>
</tr>
<tr>
<td>PHILLIPS, GRAEME FURZE</td>
<td>6907125051086</td>
<td>Director</td>
<td>26/09/2007</td>
<td>Postal: P O BOX 1041, UMHLANGA ROCKS, 4320 Residential: 18 SUTTON AVENUE, UMHLANGA MANORS, 4019</td>
</tr>
<tr>
<td>IVE, BRIAN DONALD</td>
<td>5503015009085</td>
<td>Director</td>
<td>26/09/2007</td>
<td>Postal: P O BOX 22319, GLENASHELY, 4022 Residential: 131 KENSINGTON DRIVE, DURBAN NORTH, 4051</td>
</tr>
<tr>
<td>TULSIRAM, SHUNNON</td>
<td>6307265216088</td>
<td>Director</td>
<td>26/09/2007</td>
<td>Postal: 11TH FLOOR RENNIES HOUSE, 41 MARGARET MNCADI AVENUE, ESC VICTORIA EMBANKMENT, DURBAN, 4001 Residential: 161 WUBCGESTER DUVE, RESERVOIR HILLS, 4051</td>
</tr>
</tbody>
</table>
Notice of Amendment of Memorandum of Incorporation

Date: \(03/02/2015\)

Concerning:

(Name and Registration Number of Company)

Name: BRIDGE CITY MANAGEMENT ASSOCIATION (RF) NPC

Registration number: 2007/027692/08

The Memorandum of Incorporation of the above named company has been amended in accordance with section 16 of the Companies Act, 2008. In terms of section 16 (9), this amendment is to take effect on -

- The date that this Notice is filed in the Companies Registry.

[ ] The date of the amended registration certificate to be issued by the Commission.

[ ] (Later Date as shown on Notice of Incorporation)

In support of this Notice, the company has attached a copy of the court order, board resolution or special resolution authorising the amendment and -

- A copy of the amendment to the Memorandum; or

[ ] A copy of the Memorandum of Incorporation, as amended.

As a result of this amendment, the Memorandum of Incorporation:

- Has no provision of the type contemplated in section 15 (2) (b) or (c).

[ ] Has provision of the type contemplated in section 15 (2) (b) or (c) as listed in Annexure A.

(Personal Liability Companies only)

As a result of this amendment, the company:

- Will remain a personal liability company;

[ ] Will no longer be a personal liability company, and has complied with the requirements of section 16 (10) by giving advance notice of this filing on ____________

Name and Title of person signing on behalf of the Company:

BRIAN DONALD IVE: CHAIRMAN

Authorised Signature:

This form is prescribed by the Minister of Trade and Industry in terms of section 223 of the Companies Act, 2008 (Act No. 71 of 2008).
Companies and Intellectual Property Commission
Republic of South Africa

Form CoR 15.2
Annexure A

About this Notice

- This notice is issued in terms of section 15 of the Companies Act, 2008, and Regulation 15 (2) and (3) of the Companies Regulations, 2011.

- This Annexure must be filled with a Notice of amendment, only if the amendment has changed the ring fencing status of the Memorandum of Incorporation.

Notice of Amendment of Memorandum of Incorporation
Notice of Ring Fencing Provisions

Date: 03/02/2015

Concerning:
(Name and Registration Number of Company)

Name: BRIDGE CITY MANAGEMENT ASSOCIATION (RF) NPC
Registration Number: 2007/027692/08

As a result of amendments made to the Memorandum of Incorporation of the above named company, the Memorandum of Incorporation:

☐ No longer has the provisions of the type contemplated in section 15 (2)(b) or (c), as previously reported.

☐ Has the following provision of the type contemplated in section 15(2) (b) or (c):

(For each new Ring Fencing provision, show the Article, its purpose, and the Article of the Memorandum that it protects)

<table>
<thead>
<tr>
<th>Article</th>
<th>Purpose</th>
<th>Article Protected</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>the Memorandum of Incorporation cannot be amended during the Development Period save with the prior consent of the Developer</td>
<td>28</td>
</tr>
</tbody>
</table>

Name and Title of person signing on behalf of the Company:

BRIAN DONALD IVE CHAIRMAN

Authorised Signature:

This form is prescribed by the Minister of Trade and Industry in terms of section 223 of the Companies Act, 2008 (Act No. 71 of 2008).
RESOLVED AS SPECIAL RESOLUTIONS THAT:

1. RESOLUTION 1

That the Company's existing Articles of Association (as amended by a previous special resolution of members), be substituted in its entirety by the Memorandum of Incorporation annexed hereto as Annexure "A";

2. RESOLUTION 2

That the Company's name be followed by the term "(RF)".

Explanation of proposed Special Resolution

The Companies Act 2008 provides that within two years immediately following its general effective date (being 1 May 2011) a company may file an amendment to its Memorandum of Incorporation to bring it in harmony with the Companies Act 2008. The reason for and the effect of the special resolution is to replace the Company's current Memorandum of Incorporation with the draft Memorandum of Incorporation circulated to the members, which complies with the provisions of the Companies Act 2008 and to amend the Company's name to include "RF" at the end.

CHAIRMAN

3/2/2015

DATE

CERTIFIED A TRUE AND CORRECT COPY OF THE ORIGINAL

IMTIKAS-ALAM ESSOP ESAT
COMMISSIONER OF OATHS
PRACTISING ATTORNEY
7 TORSVALE CRESCENT, UMHLANGA ROCKS 4320
BRIDGE CITY MANAGEMENT ASSOCIATION (RF) NPC
Registration No. 2007/027692/08

NOTICE

Notice is hereby given that at the Annual General Meeting of the Association to be held at the office of Tongaat Hulett Developments (Pty) Ltd, 305 Umhlanga Rocks Drive, La Lucia on the 23rd day of October 2014 at 15H00, the proposed undermentioned Resolution will be considered, and if deemed fit, passed, with or without modification, as a Special Resolution.

1. INTRODUCTION

1.1 In light of the introduction of the Company’s Act 71 of 2008 (hereinafter referred to as “the Act”), the Board of directors propose that the current Memorandum of Incorporation of the Company (formerly referred to as the Memorandum and Articles of the Association) be amended to bring same into harmony with the provisions of the Act.

1.2 It has been brought to the attention of the Board of directors that Article 28 of the Company’s current Articles of Association (which is mirrored by Article 28 of the Company proposed Memorandum of Incorporation attached hereto marked Annexure “A”), in terms of which the Memorandum of Incorporation cannot be amended during the Development Period save, inter alia, with the prior consent of the Developer, falls within the category of the provisions contemplated in Section 15(c) of the Act and as a consequence, the term “(RF)” is to follow the Company’s name (as contemplated in Section 11(3)(b) of the Act).
2. TERMS OF PROPOSED SPECIAL RESOLUTIONS

2.1 Special Resolution 1

That the Company's existing Articles of Association (as amended by a previous special resolution of members), be substituted in its entirety by the Memorandum of Incorporation annexed hereto as Annexure "A".

2.2 Special Resolution 2

That the Company's name be followed by the term "(RF)".

PROXIES

A member entitled to attend and vote at a meeting is entitled, in terms of the Memorandum of Incorporation, to appoint a proxy to attend, speak and vote thereat. A copy of the Proxy form in this regard is attached hereto. The Proxy must be deposited at the offices of the Association not less than 48 hours before the time of holding the meeting.

In terms of clause 14.12 of the Memorandum of Incorporation, any member who is 60 (Sixty) days or more in arrears in the payment of any levies due to the Association in terms of the MOI, shall not be allowed to vote at the meeting, either in person or by proxy.

In default of compliance herewith, the instrument shall be treated as invalid for the purposes of attending and voting at the Meeting.
BRIDGE CITY MANAGEMENT ASSOCIATION (RF) NPC

FORM OF PROXY

I/We the undersigned, ____________________________

duly authorized hereunto by a resolution of ____________________________
of ____________________________

____________________, being a member of the aforesaid Association

hereby appoint ____________________________ or failing him/her, Chairman of the meeting, as my proxy to vote on my behalf at the Annual General Meeting of the Association to be held at the offices of Tongaat Hulett Developments (Pty) Ltd, 305 Umhlanga Rocks Drive, La Lucia on 23 October 2014 at 15H00 and at any adjournment thereof as follows:

*In favour of the Special Resolution 1 / Against the Special Resolution 1

*In favour of the Special Resolution 2 / Against the Special Resolution 2

Signed at ____________________________ this ____________________________ day

of ____________________________ 2014

Signature: ____________________________

Proxy forms should be delivered to the Chairman of the Bridge City Management Association C/O Tongaat Hulett Developments 305 Umhlanga Rocks Drive, uMhlanga or emailed to lain@urbanmgt.co.za by no later than the 20th October 2014.
MEMORANDUM OF INCORPORATION

of

BRIDGE CITY MANAGEMENT ASSOCIATION (RF) NPC

which is referred to in the rest of this Memorandum of Incorporation as "the Association".

The Association is a Non Profit company with members, with the following objects:

To protect and advance the interests of owners of immovable property in Bridge City (as defined herein), to protect, promote and maintain the essential services, amenities and activities in relation to the said property, to regulate the environment in Bridge City and to control and co-ordinate development in Bridge City with special regard to the upholding of aesthetic standards which will enhance the attractiveness of Bridge City as a whole.

To promote and protect responsible, social and environmentally sustainable practises and policies within the Estate (including, but in no way limited to, the promotion of Broad Based Black Economic Empowerment).
The Memorandum of Incorporation is as follows:

1. **INTERPRETATION**

1.1 In this Memorandum of Incorporation, unless the context otherwise requires –

1.1.1 "Act" means the Companies Act 71 of 2008 as amended from time to time;

1.1.2 "Association" means the Bridge City Management Association (RF) NPC;

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

1.1.4 "Body Corporate" means a body corporate as defined in Section 1 of the Sectional Titles Act or a Share Block Company as defined in Section 1 of the Share Blocks Control Act;

1.1.5 "Bridge City" means the area outlined on the Plan, including any subdivisions of the aforesaid area and any land incorporated by the Developer into Bridge City, as contemplated in Article 25 hereof, but excluding any land which constitutes a public road or is excluded by the Developer from Bridge City in terms of Article 26 hereof;

1.1.6 "Bulk" means, save in Article 1.1.11,

1.1.6.1 in respect of land owned by any Member, except the Developer, the maximum floor area of building that a Member is permitted to erect on his land in terms of the Scheme or in terms of his contractual obligations to the Developer, whichever is the lesser; and
1.1.6.2 in respect of land owned by the Developer means the maximum floor area of building the Developer is permitted to erect on the said land; in terms of the Scheme;

1.1.7 "Broad Based Black Economic Empowerment" means the process of Black Economic Empowerment as envisaged in the Broad Based Black Economic Empowerment Act of 2003 and the Codes of Good Practice promulgated in terms of that Act ("BBBEE");

1.1.8 "common spaces" means the common areas within Bridge City, which areas shall include, inter alia, open spaces, urban spaces, parks, certain areas of indigenous bush, certain road verges, private roads and public thoroughfares within Bridge City;

1.1.9 "Design Review Panel" means the committee as provided for in Article 20 hereof;

1.1.10 "Developer" means the Effingham Development Joint Venture, a joint venture entered into between the eThekwini Municipality and Tongaat Hulett Developments (Pty) Ltd (formerly Moreland Developments (Pty) Ltd);

1.1.11 "Development Manual" means the Bridge City Development Manual prepared by Iyer Rothaug Collaborative, version 3.1, as amended by the Developer, from time to time, during the Development Period;

1.1.12 "Development Period" means the period reckoned from the registration of the Association until such time as the Developer has sold in excess of 784 000 (SEVEN HUNDRED AND EIGHTY FOUR THOUSAND) square metres of Bulk or until the date upon which the Developer gives written notice to the
Association of the termination of the Development Period, whichever the earlier, provided that no such notice shall be given by the Developer until the Developer has sold at least 150 000 (ONE HUNDRED AND FIFTY THOUSAND) square metres of Bulk. For the purposes of this Article 1.1.12, Bulk shall mean Bulk as contemplated in the applicable Scheme (and not as defined in Article 1.1.6 of this MOI);

1.1.13 “Directors” means the directors of the Association for the time being;

1.1.14 eThekwini Municipality” means the eThekwini Municipality, its successors in title or assigns;

1.1.15 “Environmental Management Plan” means the Construction Environmental Management Plans drafted by Guy Nicholson Consulting CC and dated the 9th of March 2006 and June 2012 (for the Lower Platform);

1.1.16 “gross leasable area” means the gross leasable floor area of any building(s) which the Owner is entitled to erect on his land in terms of the Scheme;

1.1.17 “immovable property” means any immovable property in Bridge City including land and sectional title units and rights therein;

1.1.18 “individual ownership” means ownership by a natural or juristic person or persons;

1.1.19 “land” means any freehold property in Bridge City, including any subdivision, capable of individual ownership, whether such land is improved or not, but shall exclude a sectional title unit under the provisions of the Sectional Titles Act, where a sectional title scheme has been established on any such land;
1.1.20 "Manager" means the person, corporation or association appointed by the Association, from time to time, to undertake the management of Bridge City;

1.1.21 "Member" means:

1.1.21.1 an Owner;

1.1.21.2 the Developer, during the Development Period and

1.1.21.3 a Body Corporate, where a sectional title scheme has been established on land.

1.1.22 "MOI" means the Memorandum of Incorporation for the time being of the Association;

1.1.23 "office" means the registered office of the Association for the time being;

1.1.24 "Owner" means any person who is the registered owner of land or an undivided share in land provided that, for the purposes of this Memorandum of Incorporation, the Body Corporate of any Sectional Title Scheme on land, shall be deemed to be the owner of such land;

1.1.25 "Plan" means the plan attached hereto marked annexure "A", dated October 2013 and drafted by Wall Marriott Paul and Borgen (Drawing No. 5388F/BCMA);

1.1.26 "Precinct Plan/s" means the Precinct Plans as approved of by the eThekwini Municipality in respect of immovable property within Bridge City;

1.1.27 "Property Time Share Control Act" means the Property Time Share Control Act No. 75 of 1983 as amended and any regulations in force thereunder from time to time;
1.1.28 "Rules" mean the rules made by the Board in accordance with the provisions of Article 8.5 hereof;

1.1.29 "Scheme" means the Consolidated North Scheme of the eThekwini Municipality;

1.1.30 "Sectional Titles Act" means the Sectional Titles Act No. 95 of 1986 as amended and any regulations in force thereunder from time to time;

1.1.31 "services" means water, sewerage, refuse removal, electricity, telecommunications, television aerials, television cables, security, maintenance of common property, garden maintenance and such other utilities or services as may be provided by the Association or any other supplier of services to Bridge City, from time to time;

1.1.32 "Share Blocks Control Act" means the Share Blocks Control Act No. 59 of 1980 as amended and any regulations in force thereunder from time to time;

1.1.33 "Total Bulk" means:

1.1.33.1 for the purposes of Article 3.4.1, the sum total of all Bulk owned by all Members, excluding any Bulk owned by the Association itself and

1.1.33.2 for the purposes of Article 14.4.2, the sum total of all Bulk owned by all Members excluding any Bulk owned by the Association itself, and during the Development Period, shall also exclude any Bulk owned by the eThekwini Municipality;
1.1.34 Words and expressions used and not otherwise defined in this MOI shall have the meaning assigned to them by the Act.

1.1.35 Words importing the singular shall include the plural; words importing the masculine, feminine and neuter shall include the others of such genders; and words importing persons shall include Bodies Corporate, and vice versa in each instance.

1.1.36 The heading above any of the Articles of this MOI is intended for reference purposes only and shall not influence the interpretation of the Articles.

1.1.37 In interpreting this MOI, no provision shall be construed in a limiting fashion or in accordance with the *Eiusdem Generis* Rule.

2 **MEMBERSHIP**

2.1 **Membership of Association**

2.1.1 Membership of the Association shall be obligatory for an Owner.

2.1.2 No immovable property in Bridge City shall be transferred unless:

2.1.2.1 where land is being transferred, it is a condition of such transfer that the transferee, in a manner acceptable to the Association, agrees to become a Member and is admitted as a Member in terms of Article 2.2.1 and

2.1.2.2 where immovable property other than land is being transferred, it is a condition of such transfer that the transferee agrees to abide by the MOI and the Rules made in terms thereof in a manner acceptable to the Association;
2.1.3 In order to procure compliance with the provisions of this MOI, it shall be registered as a Condition of Ownership of immovable property that no immovable property shall be alienated without the prior written consent of the Association first being had and obtained:

2.1.3.1 where such immovable property is land, such consent shall be given if the proposed transferee is or will be admitted as a Member of the Association and the transferor has complied with all his obligations to the Association (including but not limited to the payment of any monies due to the Association by such transferor – the Board, in its discretion, shall be entitled to require the prepayment of three months monthly levies in this regard by the transferor prior to issuing the consent to transfer) and

2.1.3.2 where such immovable property is not land, such consent shall be given if the proposed transferee agrees to abide by the MOI and the rules made in terms thereof in a manner acceptable to the Association and the transferor has complied with all its obligations to the Association (including but in no way limited to, the payment of any monies due to the Association by such transferor);

Notwithstanding anything contained herein or elsewhere, the Developer shall not be required to obtain the consent of the Association when transferring any immovable property owned by the Developer nor shall consent be required from the Association to mortgage any property simultaneously with the transfer thereof from the Developer.

For the purposes of this clause “alienate” means to alienate any immovable property or part thereof, and in no way detracting from the generality of the aforesaid, includes by way of sale, exchange, donation, deed, intestacy, will, cession, mortgagee, assignment, court order or insolvency, irrespective as to
whether such alienation is voluntary or involuntary, and further irrespective as to whether such alienation is subject to a suspensive or resolutive condition.

2.1.4 In the event of land being owned in undivided shares by more than one Owner, such co-owners shall nominate one of them to be the Member for the purposes of this MOI provided that all joint owners shall be bound by this Memorandum of Incorporation as if they were Members. Such nomination shall be made in writing to the Association within 7 (Seven) days of such parties becoming Owners.

2.1.5 A Member may not tender resignation of his membership of the Association.

2.2 Admission of Members

2.2.1 The Members of the Association shall be the Developer, during the Development Period, and those persons who, from time to time, become Members in accordance with the provisions of this MOI.

2.2.2 The right to determine admission to membership of a proposed acquirer of land is hereby conferred upon the Board. The Board shall not unreasonably decline to admit to membership an applicant in the event of the applicant having undertaken to comply with and abide by this MOI and all the Association's requirements, rules and regulations and the party from whom the applicant is taking transfer of land, has complied with this MOI and all the Association's requirements, rules and regulations (and in no way detracting from the generality of the aforesaid, has made payment of any amounts due by such transferor to the Association).

2.2.3 Members shall be of a single class, being voting members, each of whom shall have a vote, the value of which shall be calculated in accordance with the
provisions of Article 3.4.1 hereof.

2.3 Rights and duties of Members

2.3.1 Subject to the rights of membership as prescribed by the Act, membership of the Association shall confer upon a Member, unless otherwise stipulated, the following rights:

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 vote, either personally or by proxy, at all general meetings of the Association in accordance with the provisions of this MOI;

2.3.1.3 the right to receive notices of, attend and speak at all general meetings of the Association, whether ordinary or extra-ordinary, in accordance with the provisions of this MOI;

2.3.1.4 should Members holding between them, in aggregate, not less than 5% (Five Percent) of the voting rights in the Association, collectively so decide, the right to procure the convening of a general meeting in terms of Section 61 of the Act.

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 an Owner ceasing to be an Owner;

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

2.4.1.3 upon the death of a Member, or upon the Member being declared insane or incapable of managing his affairs;

2.4.2 In the event of a Member ceasing to be a Member in terms of Article 2.4.1.2 or 2.4.1.3 the legal representative of such Member shall, for all purposes, be recognised and be bound as the Member under this MOI.

2.5 Liability of each Member

The liability of each Member as a Member of the Association shall be limited to R1,00 (One Rand) together with such other amount as may be owing by a Member to the Association, from time to time, from whatever cause arising.

2.6 Register of Members

The Association shall maintain at its office a register of Members as provided in Section 24 of the Act. The register of Members shall be open to inspection as provided in Section 26 of the Act.

3 GENERAL MEETINGS

3.1 Annual General Meeting

The Association shall hold a general meeting in every year as its annual general meeting on such date and at such time and place as may be determined by the
Board, and shall specify the meeting as such in the notice calling it, provided, however, that the annual general meeting shall be held not later than 6 (Six) months after the end of each financial year of the Association, and provided that not more than fifteen months shall elapse after the holding of the last preceding annual general meeting.

3.2 Notice of General Meeting

The annual general meeting and any meeting called for the passing of a Special Resolution shall be called by not less than 21 (Twenty One) clear days notice in writing and any other general meeting shall be called by not less than 15 (Fifteen) clear days notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it was given, and shall specify the place, the day and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are, under this MOI, entitled to receive such notices from the Association: Provided that a meeting of the Association shall, notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by all the Members having a right to attend the meeting.

3.3 Proceedings at General Meetings

3.3.1 Business

The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the audited annual financial statements, a decision on the number of directors; and election of directors when such decision is required in accordance with the provisions of this MOI, and the appointment of an auditor, and any other business of which due notice has been
given. All business laid before any other general meeting shall be considered special business.

Quorum

3.3.2 A quorum for a general meeting shall be Members holding between them, in aggregate, not less than 15% (Fifteen Percent) of the voting rights in the Association, present, in person or by proxy, and entitled to vote (subject to a minimum of 3 (Three) Members personally present), provided that for the Development Period, 1 (One) of such Members must be the Developer;

3.3.2 If within half-an-hour after the time appointed for the meeting, a quorum is not present, the meeting 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 and if at such adjourned meeting a quorum is not present within half-an-hour after the time appointed for the meeting, the Members present in person shall be deemed to be a quorum.

3.3.3 Where a meeting has been adjourned as aforesaid, the Association shall, upon a date not later than 3 (Three) days after the adjournment, send written notice to each Member of the Association and publish a notice in two recognised newspapers circulating in the North Durban area, stating:

3.3.3.1 the date, time and place to which the meeting has been adjourned;

3.3.3.2 the matter before the meeting when it was adjourned and

3.3.3.3 the grounds for the adjournment.
Chairman

3.3.4 The chairman, if any, of the Board shall preside as chairman at every general meeting of the Association. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the Members shall elect one of their Members to be chairman. Notwithstanding the foregoing, during the Development Period, the chairman and deputy chairman shall be nominees of the Developer.

3.3.5 The chairman may, with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned, the provisions of Articles 3.3.3 and 3.3.4 shall mutatis mutandis apply to such adjournment.

Voting

3.3.6 Subject to the provisions of Article 3.4.2, 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 (at any time before or on the declaration of the result of the show of hands) demanded by the Chairman or by any Member, and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried (by a particular majority) or negatived, and an entry to that effect in a 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 votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn. If a poll is duly demanded, it shall be taken in such a manner as the Chairman directs, and the result of the poll shall be deemed to be the
resolution of the meeting in which the poll was demanded. Scrutineers shall be
elected to determine the result of the poll. In the case of equality of votes,
whether on a show of hands or on a poll, the Chairman of a meeting at which a
show of hands took place, or at which a poll is demanded, shall be entitled to a
second or casting vote, subject to the provisions of Article 3.4

Proxy

3.3.7 The instrument appointing a proxy shall be under the hand of the appointer and
shall be in such form as the Board shall approve.

3.3.8 The instrument appointing a proxy shall be deposited at the office of the
Association not less than 48 (Forty Eight) hours before the time for the holding
of the meeting at which the person named in such instrument purports to attend
or vote pursuant thereto or in respect thereof. In default of compliance herewith
the instrument shall be treated as invalid for the purpose of attending or voting at
that meeting or any adjournment thereof. No instrument appointing a proxy shall
be valid after the expiration of twelve months from the date of its execution,
unless the proxy otherwise provides.

3.3.9 A vote in accordance with the terms of an instrument of proxy shall be valid
notwithstanding the previous death of the principal or revocation of the proxy,
provided no intimation in writing of the death or revocation shall have been
received at the office or by the chairman of the meeting before the vote is given.

3.3.10 In the event of a Member being a juristic person, such as a close corporation,
company or trust, such Member shall lodge at the offices of the Association, a
resolution authorising a particular natural person to represent the Member
generally and to exercise the Member's vote on its behalf. Such Resolution shall
be lodged at the offices of the Association at least 48 (Forty Eight) hours before
the time for the holding of any meeting at which a Member wishes to be
represented and/or vote,
3.4 Votes of Members

3.4.1 Subject to the provisions of Article 3.4.2, on a show of hands, each Member present at a meeting of the Association, in person or by proxy, shall be entitled to one vote. On a poll, which may be called for by any Member or his proxy or the Chairman of the meeting, the value of the Member's vote shall be calculated with reference to the Bulk attaching to the land owned by such Member represented as a percentage of the Total Bulk at that point in time, provided that a Body Corporate of a sectional title scheme laid out on land, shall be deemed to be the owner of all Bulk attaching to the land on which such sectional title scheme is laid out;

3.4.2 Notwithstanding the foregoing, during the Development Period, the Developer shall, for the purposes of voting on any proposed resolution of the Association, be deemed to have the higher of the actual number of votes that vested in the Developer and the number of votes as are held, in aggregate, by all of the other members present in person or by proxy at the relevant meeting.

3.5 RESOLUTIONS OF MEMBERS

3.5.1 For an ordinary resolution to be approved of by Members, it must be supported by more than 50% (Fifty Percent) of the voting rights exercised on the resolution.

3.5.2 For a special resolution to be approved of by Members, it must be supported by at least 75% (Seventy Five Percent) of the voting rights exercised on the resolution.

4 INSPECTION OF MINUTES

The minutes kept of every general meeting and annual general meeting of the Association under Section 24 of the Act, may be inspected and copied as provided in Section 26 of the Act.
5 DIRECTORS (TERMS OF OFFICE)

5.1 The number of Directors and the election thereof shall be determined from time to time by the Members in general meeting subject to the following provisions:

5.1.1 During the Development Period, there shall be a maximum of 10 (Ten) Directors and a minimum of 4 (Four) Directors, 4 (Four) of whom shall be nominees of the Developer.

5.1.2 After the expiry of the Development Period, there shall be a maximum of 10 (Ten) Directors and a minimum of 4 (Four) Directors;

5.1.3 A retiring Director shall be eligible for re-election;

5.1.4 A nominee of the Developer shall be a director for so long as the Developer does not revoke his appointment.

5.2 Save as is set out in Article 5.3 and Article 10, and save for the Director's nominated by the Developer in terms of Article 5.1, each Director shall continue to hold such office from the date of his commencement of office until the Annual General Meeting next following his said appointment, at which meeting each Director shall be deemed to have retired from office as such but will be eligible for re-election to the Board at such meeting.

5.3 If, as a result of retirement, resignation or otherwise, the total number of Directors falls below the prescribed number, the Board shall act promptly to bring the number of Directors up to the level as specified in this MOI. If the Director so retiring or resigning was the nominee of the Developer, his successor shall be appointed by the Developer. The validity of any resolutions taken or acts performed by the Board during a period when the number falls short of that provided in 5.1 above shall not be prejudiced by such shortfall.
5.4 Any Director, with the exception of a Director appointed by the Developer, may be removed by a majority Board decision, for any reason whatsoever.

5.5 The appointment by the Board of any Director to fill any vacancy for whatever reason, shall be made within 45 (Forty Five) days of the date upon which such vacancy occurs.

5.6 The Directors shall have the power to co-opt persons for the purposes of assisting the Directors in carrying out any of their functions. Any person so co-opted shall be entitled to attend Board meetings but shall not be a director and shall not be entitled to vote on any matter which comes up for consideration by the Board.

5.7 The chairman and deputy chairman shall be elected by the Directors at their first meeting in the financial year, provided that for the Development Period, the Chairman and the Deputy Chairman shall be directors nominated by the Developer.

6 ALTERNATE DIRECTORS

6.1 Any Director appointed by the Developer may for any reason, and at or for any time, appoint an alternate.

6.2 Any other Director may obtain leave of absence by a resolution of the majority of the Directors, and the Board may thereupon appoint an alternate to act for him during his absence with all powers and privileges enjoyed by him. The appointment of such alternate shall not, however, be valid unless confirmed by a resolution of the majority of Directors present at the meeting.

7 REMUNERATION OF DIRECTORS

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 this MOI shall
prohibit him from receiving reimbursement of any 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 is authorised or approved by the Board.

7.2 If any Director commits a breach of Article 7.1 he shall forthwith cease to be a Director and shall not be eligible for re-election.

8 POWERS AND DUTIES OF DIRECTORS

8.1 The business of the Association shall be managed by the Board who may on behalf of the Association pay all expenses incurred in promoting and incorporating the Association, and may exercise all such powers of the Association as are not required by the Act, or by this MOI, to be exercised by the Association in general meeting. Without in any way derogating from the generality of the foregoing, the Board shall be entitled to exercise, on behalf of the Association all such powers of the Association as are not specifically required by the Act, or by this MOI, to be exercised by the Association in general meeting.

8.2 Without in any way affecting the generality of Article 8.1 the Board shall have the power to enter into contracts and agreements with third parties to give proper effect to the provisions of the MOI.

8.3 The Board may, pursuant to their rights, obligations and duties in terms of this MOI and as provided for and contemplated under this MOI, incur such expenditure as is necessary and/or requisite and howsoever arising to enable them to give proper effect to the provisions of the MOI.

8.4 After the termination of the Development Period, the Association 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 of the
directors which would otherwise have been valid.

Rules

8.5 The Board shall have the power to make rules from time to time as well as the power to substitute, add to, amend or repeal same, for the management, control, administration, use and enjoyment of Bridge City, for the purposes of giving proper effect to the provisions of the MOI and for any other purpose which powers shall include the right to impose reasonable financial penalties to be paid by those Members who fail to comply with the provisions of this MOI or the rules.

8.5.1 In no way detracting from the generality of the aforesaid, the Board may from time to time make rules, applicable within Bridge City, specifically in regard to:

8.5.1.1 the preservation of the natural environment;

8.5.1.2 vegetation and flora and fauna in Bridge City;

8.5.1.3 the placing of movable objects upon or outside the buildings included in Bridge City, including the power to remove any such objects;

8.5.1.4 the storing of flammable and other harmful substances;

8.5.1.5 the conduct of any persons within Bridge City and the prevention of nuisance of any nature to any owner of immovable property in Bridge City;

8.5.1.6 the use of land within Bridge City;

8.5.1.7 the use of roads, pathways, sidewalks and open spaces;

8.5.1.8 the imposition of fines and other penalties to be paid by Members of the Association;
8.5.1.9 the management, administration and control of the Common Areas and open spaces;

8.5.1.10 the Design Guidelines for the erection of all buildings and other structures, including service connections to buildings and the procedure required in respect of having building plans approved of by the Design Review Panel and the Local Authority;

8.5.1.11 the Design Guidelines for the establishment, installation and maintenance of gardens, both public and private;

8.5.1.12 the use by owners or their tenants of buildings and other structures and the upkeep, aesthetics and maintenance of such buildings;

8.5.1.13 the use of road frontages and parking areas;

8.5.1.14 the procedure in having building plans approved of by the Design Review Panel and the local authority; and

8.5.1.15 security

and generally in regard to any other matter which the Board from time to time consider appropriate.

8.5.2 Enforcement of Rules

8.5.2.1 The Board may take or cause to be taken such steps as they may consider necessary to remedy the breach of any rules of which the Member may be guilty and debit the costs of so doing to the Member concerned which amount shall be deemed to be a debt owing by the Member to the Association. In addition the Board may impose a system of fines or other penalties. The amounts of such fines and/or penalties shall be determined by the Board from time to time.
8.5.2.2 In the event of any breach of the rules by any tenant or occupier of any land owned by the Member, such breach shall be deemed to have been committed by the Member and the Board shall be entitled to take such action as they deem fit against the responsible Member.

8.5.2.3 Notwithstanding the foregoing, the Board may in the name of the Association enforce the provisions of any rules by an application in a Court of competent jurisdiction and for this purpose may appoint such attorneys or Counsels they may deem fit.

8.6 Any rules made by the Board shall reasonably be in the interest of the Association and Bridge City and, where applicable, shall apply equally to all Members or “class” of members, as the case may be.

8.7 The rules made by the Board from time to time in terms of the powers granted to them shall be binding on all Members.

8.8 In no way detracting from the generality of any other provision of this MOI, in the event of the Association incurring any legal costs as a result of any breach of this MOI by any Member, the Association shall be entitled to recover all such legal costs from such Member on an attorney and own client scale in full whether or not legal action is actually instituted.

9 MINUTES

9.1 The Board shall in terms of the Act cause Minutes to be kept:

9.1.1 of all appointments of officers;

9.1.2 of names of Directors present at every meeting of the Association and at every meeting of the Directors; and

9.1.3 of all proceedings at all meetings of the Association and/or the Directors.
9.2 Such Minutes, once they are approved as a true record of proceedings, shall be signed by the chairman of the meeting at which the proceedings took place or by the chairman of the following meeting.

10 DISQUALIFICATION OR RESIGNATION OF DIRECTORS

The office of Director shall be vacated if the Director:-

10.1 ceases to be a Director by effluxion of the period of appointment, or becomes prohibited from being a Director by virtue of any provision of the Act or this MOI; or

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

10.3 becomes insolvent or assigns his estate for the benefit of his creditors; or

10.4 is found to be a lunatic or of unsound mind; or

10.5 is absent for three consecutive regular meetings of the Directors without obtaining prior leave of absence;

10.6 in the case of a Director appointed by the Developer, on the Developer revoking his appointment;

10.7 if the Director is otherwise ineligible or disqualified from serving as a Director on the grounds set out in Section 69 of the Act.

11 PROCEEDINGS AT MEETINGS OF DIRECTORS

11.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit but shall meet at least 4 (Four)
times during a financial year.

11.2 A Director may, on 7 (Seven) days written notice to all other Directors, at any time summon a meeting of the Directors.

11.3 The quorum necessary for the transaction of the business of the Directors shall be at least 50% of the total number of Directors, provided that for the Development Period at least one of such Directors must be the nominee of the Developer;

11.4 If at a meeting neither the chairman nor the deputy chairman is present within 10 (Ten) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman for that meeting subject to the provisions of Article 5.7.

11.5 Questions arising at any meeting of the Directors shall be decided by a majority of votes of the Directors, present in person or by an alternate. Each Director shall be entitled to exercise 1 (One) vote. Notwithstanding the foregoing, during the Development Period, the Directors who are nominees of the Developer and are present at such meeting, shall, for the purposes of voting on any proposed resolution of the Board, be deemed, jointly, to hold between them 51% of the votes of Directors present at the meeting.

11.6 All acts done in terms of any resolution passed at any meeting of the Directors or a committee of Directors or by any person acting as a Director, notwithstanding that it be afterwards discovered that there was some defect in their acting as aforesaid or that they or any of them were disqualified so to act, shall be as valid as if any such person acting as Director in a meeting of Directors or a committee of Directors had been duly appointed and had qualified to be a Director.

11.7 A Resolution signed by all of the Directors shall be a valid Resolution notwithstanding that such Resolution may not have been passed at a meeting of the Board.
Committees

11.8 The Board may delegate any of their powers to committees consisting of such persons as they think fit, the Chairman of which committees may be appointed by the Board. Any committee so formed shall be in an advisory capacity to the Board and shall report to and be responsible to the Board and in the exercise of the powers so delegated, conform to the rules that may be imposed on it by the Board.

11.9 Should the Board not appoint the chairman of a committee, the members of that committee shall elect a chairman of its meetings. If at any meeting the chairman is not present within 10 (Ten) minutes after the time appointed for holding the same, the committee members present may elect one of their number to be chairman for that meeting.

11.10 A committee may meet and adjourn as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes of the committee Members present and in the event of an equality of votes the chairman shall have a second or casting vote.

11.11 Limitation of Liability of Directors

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 occurs as a result of his own dishonesty, gross negligence or default, breach of duty or breach of trust.

12 DELEGATION OF POWERS OF DIRECTORS

The Board may from time to time entrust to and confer upon the Manager, or any other designated official of the Association or consultant or any other person or firm, for the time being, such of the powers and authorities vested in it as it may think fit, and may confer such powers and authorities for such time and to be exercised for such objects and purposes and subject to such terms and conditions.
and restrictions as it may think expedient, and they may confer such powers and authorities either collaterally or to the exclusion of, or in substitution for, all or any of the powers and authorities of the Directors and may from time to time revoke or vary all or any of such powers and authorities.

**ASSIGNMENT OF POWERS AND FUNCTIONS**

The Association shall carry out all the functions and assume all powers as provided for in the Sectional Titles Act (and in particular Sections 37 and 38 thereof) as the Association may require to be delegated to it by the relevant Body Corporate and those functions imposed in terms of the Share Blocks Control Act (and in particular Sections 13, 15 and 19 thereof), as the Association may require to be delegated to it by a Share Block Company, in relation to any Sectional Title or Share Block Scheme in Bridge City. In addition to the aforesaid any controlling body of any Share Block Scheme or Sectional Title Scheme, shall assign such powers and functions to the Association as may be require of it by the Association.

**LEVY FUND**

14.1 The Board shall establish and maintain a levy fund sufficient in their opinion for the repair, upkeep, control, management and administration of the Association and of Bridge City including the provision of security services for Bridge City, garden maintenance services, insurance premiums, the payment of rates and taxes and other charges on Bridge City levied by the local or any other authority, any charges for the supply of electric current, gas, water, fuel and sewage disposal, refuse collection and any other services to Bridge City including any matter arising from the provisions of Article 13, and any services required by the Association to enable it to carry out its main and ancillary objects, for the covering of any losses suffered by the Association, for the payment of any premiums of insurance and of all other expenses incurred or to be incurred in relation to Bridge City and for the discharge of any other obligation of the
Association (provided that nothing in this MOI shall be construed as obliging the Association to pay service charges due by Owners to the relevant authority).

14.2 All levies due by Members shall be payable to the Association immediately same become due and owing without deduction, demand or set-off.

14.3 Notwithstanding anything contained herein or elsewhere, during the Development Period, the Developer alone in his sole and absolute discretion, shall determine what portion of the total expenditure of the Association is to be paid by the Developer and/or the eThekwini Municipality.

14.4 Subject to the provisions of Articles 14.3, the Board shall determine the proportions in which Members shall contribute towards the levy fund in accordance with the following principles, having regard to all circumstances prevailing at the time and to equity:

14.4.1 they shall assign those costs arising directly out of the land itself to the Member owning such land;

14.4.2 they shall assign those costs relating to Bridge City generally, (including but in no way limited to the maintenance of the Common Spaces) to a member in the ratio of Bulk attaching to that Member’s land represented as a percentage of the Total Bulk at that point in time (after the deduction of any contribution referred to in Article 14.3 above), provided that the Body Corporate of a sectional title scheme laid out on land shall be deemed to be the owner of all Bulk attaching to the land on which such scheme is laid out, for the purposes of this clause;

14.4.3 they may draw a distinction between the services rendered by the Association to a particular Body Corporate for a particular scheme, again taking into account the nature and the extent of the services rendered to that Body Corporate and the owners of that Body Corporate;
provided however that the Board may in any case where they consider it equitable to do so, assign to any owner any greater or lesser share of the costs as may be reasonable in the circumstances; and provided further that any replacement or other reserves shall be determined by the Board;

14.5 All contributions received from Members shall forthwith be deposited in a separate account which the Association shall open and keep with a financial institution.

14.6 The monies in the levy fund shall be utilised to defray the expenses referred to in clause 14.1 above.

14.7 Notwithstanding any person ceasing to be a Member, all levies attributable to any period whilst such person was a Member, shall continue to be of full force and effect and recoverable from such person.

14.8 Any amount due by a Member whether in respect of a levy or any other amount falling due for payment under this MOI, which remains unpaid after the same has fallen due, shall bear interest as from the due date for payment to the date of payment at a rate of interest equal to that charged by the Standard Bank of South Africa Limited as its prime overdraft rate plus 3 (Three) percentage points. Such interest shall be calculated and compounded monthly.

14.9 Subject to the provisions of Article 14.3, the Board shall have the power to impose additional special levies on Members in respect of any unforeseen expenditure and shall determine how such levies are to be paid in accordance with the principles set out in Article 14.4.

14.10 A Member shall not be entitled to demand repayment of any amount standing to the credit of his levy account.
14.11 All contributions levied under the provisions of this MOI shall be due and payable by Members on the passing of a resolution to that effect by the Board and may be recovered by the Association by action in any Court (including any Magistrates Court) of competent jurisdiction from the persons who were Members at the time when such contributions became due.

14.12 Should a Member be more than 60 (Sixty) days in arrears with the payment of any levies due in terms of this Article or any other amount of any nature whatsoever due to the Association by such Member (including by not limited to any fine that may be imposed by the Association on any such Member) and remain in arrears notwithstanding demand for payment by the Association, then in that event such Member shall not be entitled either in person or by proxy to speak or vote at a meeting of Members of the Association. A certificate by the Chairman of the Board, dated not more than 14 (Fourteen) days prior to any such meeting, shall constitute proof of non-payment of any arrear levies by such Member and shall entitle the Chairman of such meeting of the Members of the Association to prevent such Member or his proxy speaking or voting at such meeting (even if payment is made by such Member before such meeting but subsequent to the aforesaid certificate having been signed by the Chairman of the Board).

14.13 In the event of there being a dispute as to the amount of any levy due by the Member, such dispute shall be referred to the Association's Auditors for a decision, whose decision shall be final and binding on the parties.

15 ACCOUNTING RECORDS

15.1 The Board shall cause such accounting records as are prescribed by the Act to be kept. Accounting records shall be deemed to be proper if they represent fairly the state of affairs and business of the Association and to explain the transactions and financial position of the trade or business of the Association.
15.2 The accounting records shall be kept at the registered office of the Association or at such other place or places as the Board think fit, and shall always be open to inspection by the Members.

16 ANNUAL FINANCIAL STATEMENTS

16.1 The Board shall from time to time, in accordance with the Act, cause to be prepared and laid before the Association in general meeting such financial statements as are prescribed by the Act.

16.2 A copy of any annual financial statements shall be laid before the Association in annual general meeting. A copy of the aforesaid financial statements shall, not less than 21 (Twenty One) days before the date of the meeting, be sent to every Member of the Association: provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware.

17 AUDITOR

An auditor shall be appointed in accordance with the Act.

18 NOTICES

18.1 A notice may be given by the Association to any Member either by advertisement or personally, or by sending it by post by prepaid letter addressed to such Member at his registered address, or if he has no registered address in the Republic at the address (if any) within the Republic supplied by him to the Association for the giving of notices to him. Any notice which may be given by advertisement shall be inserted in such newspaper as the Board may from time to time determine.

18.2 Notice of every general meeting shall be given in any manner authorised:
18.2.1 to every Member of the Association. If a Member has not supplied the Association with an address within the Republic of South Africa for the service of notice by hand or by registered post, then it shall be considered sufficient for the Association to serve notice at the address of the immovable property owned by the Member;

18.2.2 to the auditor for the time being of the Association.

18.3 No other person shall be entitled to receive notice of general meetings.

18.4 Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and any notice by advertisement shall be deemed to have been given on the day upon which the advertisement was published in the newspaper, and in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

18.5 The failure to give notice to any Member or the failure of any Member to receive a notice shall not vitiate any proceedings of the Association.

19 WINDING-UP OF ASSOCIATION

In the event of the Association being wound up, its assets (if any) shall devolve upon such other corporation as the Members in such winding-up order determine, provided that such corporation has aims and objects similar to those of the Association.

20 DESIGN REVIEW PANEL

20.1 The Design Review Panel shall be comprised of up to 6 (Six) members, appointed as follows:
20.1.1 an architect, urban designer or other competent professional and two (2) other individuals, who shall be appointed by the Developer during the Development Period and thereafter by the Board;

20.1.2 the balance of the members shall be appointed by the Board, provided that the Board shall not during the Development Period make any appointment in terms of this provision to the Design Review Panel unless such appointee has been pre-approved, by the Developer, which approval shall not be unreasonably withheld.

20.2 The Design Review Panel shall act as, *inter alia*, an aesthetics committee with a view to ensuring any development within Bridge City is in accordance with the Development Manual, the Scheme the relevant Precinct Plan(s) and with standards and an architectural theme which will enhance the attraction of Bridge City as a whole.

20.3 The Board shall ensure that the Design Review Panel carries out all the functions and duties entrusted to it so as to give proper effect to the provisions of the Development Manual.

20.4 Any individual appointed to the Design Review Panel by the Developer may, for any reason or for any time, appoint an alternative.

20.5 The Chairman and Deputy Chairman of the Design Review Panel shall be elected by the Panel at their first meeting in the financial year of the Association, provided that, during the Development Period, the Chairman and Deputy Chairman shall be members of the Panel nominated by the Developer.

20.6 A meeting of the Design Review Panel may be called by any Member on 28 (Twenty Eight) days’ written notice to the other Members.

20.7 The Design Review Panel shall be entitled to charge a fee(s) to Members in respect of the submission, perusal and approval of building and other plans.
REPAIR, UPKEEP, ADMINISTRATION, MANAGEMENT AND
CONTROL OF BRIDGE CITY

21.1 Buildings and improvements

21.1.1 In order to procure compliance with the nature and amenity of Bridge City
nothing shall be placed on or attached to a building or any other structure, visible
from outside of the building or such other structure without the consent of the
Design Review Panel and no building, extension or alteration to an existing
building or other structure shall be built or erected within Bridge City, other than
in accordance with the Scheme, the Development Manual, the applicable
Precinct Plan and building plans approved by the Design Review Panel which
approval shall be in writing and signed by a duly authorised representative of the
Design Review Panel. Before giving such approval, the Panel may require that
there be lodged with them such description and/or drawing and/or plan as may
be necessary, in the opinion of the Panel, to enable them to consider the matter.
Any approval as contemplated herein may be subject to such conditions as the
Design Review Panel may deem fit. In the event of any building or other
structure being erected, save in accordance with the plans approved of by the
Design Review Panel as set out in this clause, then in that event, the Board shall
be entitled to make such amendments to such building or other structure in order
to procure compliance with building plans approved of by the Design Review
Panel and recover the costs of such alterations from the relevant owner in
question which amount shall be deemed to be part of the levy due by the
Member to the Association. Notwithstanding the aforesaid, the provisions of
this clause shall not be binding on the Developer during the Development
Period. This clause shall in no way alter or supersede any requirements of or
obligations to the relevant Local Authority.

21.1.2 In no way detracting from the generality of the aforesaid or anything contained
in this Memorandum of Incorporation or elsewhere, it is recorded that no
construction or other works shall commence on any land until such time as the
Owner thereof has paid the required retention amount to the Association (in the
manner, and in the amount, prescribed by the Board, from time to time). The aforesaid retention amount shall serve as a deposit, which may be drawn upon by the Association, from time to time, should the Owner or any of its contractors, sub-contractors or agents, not strictly comply with the Association’s rules and regulations (and as a consequence is fined by the Board) or in any way damages the infrastructure within Bridge City. It is recorded that no interest shall accrue on the aforesaid retention amount while held with the Association. The balance of the aforesaid retention amount shall be refunded to the Owner once the development of the land has been completed to the satisfaction of the Design Review Panel and the Design Review Panel has received a copy of the “as-built plans”, in respect of such development, approved of by the eThekwini Municipality. In the event of the Owner being indebted to the Association, in any manner whatsoever, by the date that the retention amount is to be released to the Owner, as aforesaid, then in that event, the Association shall, in its discretion, be entitled to deduct such amounts from the aforesaid retention amount before releasing the balance to the Owner.

21.1.3 Members shall ensure that their land is kept in a neat and tidy state at all times. In no way detracting from the generality of the aforesaid, Members shall ensure that, while their land is undeveloped, it is kept grassed and mowed.

21.2 Landscaping

21.2.1 Save as may otherwise be agreed by the Board, any landscaping on land to be undertaken by a Member shall be undertaken in accordance with a landscape plan approved by the Design Review Panel and no Member shall commence landscaping of any land until such time as such landscape plan has been approved in writing. A Member shall ensure that the landscaping on its land is maintained to a standard acceptable to the Design Review Panel (and should a Member fail to maintain such landscaping, then in that event, the Design Review Panel shall be entitled, but not obliged, in its discretion, to attend to the maintenance of such landscaping, the costs of which shall be refunded by the
Member in question to the Association).

21.2.2 Notwithstanding anything to the contrary herein or elsewhere contained, no Member shall have the right to landscape any part of Bridge City or attempt to erect any fence or wall or any other structure or remove same on any land without the prior written consent of the Design Review Panel. Notwithstanding the foregoing, the provisions of this clause shall not be binding on the Developer during the Development Period.

21.3 **Provision of Services**

21.3.1 The Association may, from time to time, contract with suppliers of services to provide services to Bridge City.

21.4 **Common Spaces and Rights of Access**

21.4.1 Members, their employees and invitees shall be entitled to use all common spaces owned or managed by the Association in Bridge City, subject to the rules and restrictions as the Board may lay down from time to time, provided that at all times Owners shall have vehicular and pedestrian ingress and egress from their land to a public road, subject to security measures as the Board may implement from time to time.

21.4.2 No resolution for the winding up of the Association shall be passed prior to the rights of vehicular and pedestrian ingress and egress above referred to being secured by way of servitudes registered against the title of Bridge City or the transfer of such accesses to a local authority, as public roads.

21.5 **Maintenance of Building**

Save where such work is carried out by the Association, the exterior of every building shall be maintained and kept in a clean, tidy and neat condition by the
Member and no Member shall be entitled to apply paint or any similar material to any exterior part of his building without the prior written consent of the Design Review Panel which consent shall not unreasonably be withheld. An Owner shall, on receipt of a notice given by the Design Review Panel, undertake such work as may be specified in such notice relative to such Owner's building. Should an Owner fail to carry out any work as required by the Design Review Panel, after the Design Review Panel has given the owner notice, which the Design Review Panel deems reasonable in the circumstances, so to comply, the Board shall be entitled to carry out such work and to recover the reasonable cost thereof from the Member concerned which amount shall be deemed to be part of the levy due by the Member to the Association.

21.6 Occupation of Building

Occupation and use of a building shall, at all times, be in compliance with the Scheme, the relevant Precinct Plan and this MOI. No Member shall use any building within Bridge City or allow any other person to use such building for purposes not permitted by the Scheme, the relevant Precinct Plan or this MOI or the Rules, nor occupy any building not approved of by the Design Review Panel and confirmed in writing by the Design Review Panel as being complete and compliant with its requirements.

21.7 Services

Inasmuch as the provision, establishment, maintenance and repair of services may be required to take place in Bridge City, Members shall be obliged to accept the laying out and installation of such services across their land, in such places as the Design Review Panel determines, from time to time. The Design Review Panel or persons authorised by it, shall be entitled to enter upon such land for the purpose of providing, establishing, maintaining and/or repairing the services, provided that such work shall be carried out with as little inconvenience to the affected party as reasonably possible.
21.8 **Security of Bridge City**

The Association shall provide such security in Bridge City, and the various precincts thereof, as it deems appropriate, at its cost from time to time (it being recorded that this Article does not in any way alleviate a Member from ensuring that the security needs of its immovable property are not catered for by the Member at the Member's cost, at all times).

21.9 **Maintenance of Common Spaces, Private Roads and Municipal Services**

The Association shall be responsible for the maintenance, upkeep and repair of the Common Spaces. Further, in the event of the Local Authority, or any other provider of services to an area in, or in the vicinity of Bridge City, not having the means or being unwilling to maintain or provide the services normally provided by a local authority or, in the event of the Local Authority or any other service provider not maintaining the services normally provided by a local authority to a standard acceptable to the Association, then in that event, the Association may provide and maintain such services (in consultation, where possible, with such Local Authority or other service provider).

21.10 **Servitudes**

It is recorded that the Association will be the holder of a number of servitudinal rights over various immovable properties within Bridge City (including, but not limited to right of way servitudes, sidewalk servitudes, parking servitudes, landscaping servitudes and non-user servitudes). Although the Board may, from time to time, in its sole discretion and as it deems fit, pass on the benefit of these various servitudinal rights to individual Members or service providers, it shall be under no obligation to do so, and shall exercise these rights reasonably as it, in its sole discretion, deems it to be in the best interests of the Association and its Members as a whole.
21.10 Environmental Management Plan

Notwithstanding anything contained herein or elsewhere, no immovable property within Bridge City shall be developed or utilized in any manner save in accordance with the Environmental Management Plan.

21.11 Development Manual

Notwithstanding anything contained herein or elsewhere, no immovable property within Bridge City shall be developed save in accordance with the provisions of the Development Manual.

22 ENFORCEMENT OF OBLIGATIONS OF OWNERS

22.1 Should any Member or any lessee of a Member fail to perform any obligation incumbent upon him, if applicable, within the period of any notice given for compliance, the Board shall be entitled, but not obliged, to do such things and incur such expenditure as is, in the opinion of the Association, necessary and/or requisite to procure compliance. The costs thereby incurred by the Association shall be a debt due by the Member concerned, which shall be payable on demand. The Member shall be obliged to bring to the attention of any tenant of his immovable property, the rules and regulations of the Association. In addition, a Member shall utilise its best endeavours to ensure that any invitee of the Member who goes upon Bridge City complies with the Association’s rules and regulations.

22.2 It shall be incumbent upon the Body Corporate of any Sectional Title Scheme within Bridge City, to ensure that its members, or any lessees of property within such scheme, comply at all times with the provisions of this MOI and the Association’s Rules and Regulations made in terms hereof. Should any member of such Body Corporate or any lessee of property within such Sectional Title Scheme, fail to comply with any obligations incumbent upon it, if applicable,
within the period of any notice given for compliance, the Board shall be entitled, but not obliged, to do all things and incur all such expenditure as is, in the opinion of the Board, necessary to procure compliance. The costs thereby incurred by the Association shall be a debt due by the Body Corporate concerned, which shall be payable on demand. The Body Corporate shall be obliged to bring to the attention of all its members and any of their tenants, the Rules and Regulations of the Association. In addition, the Body Corporate shall utilize its best endeavours to ensure that any invitee of its members who go upon Bridge City, comply with the Association’s Rules and Regulations.

**DETERMINATION OF DISPUTES**

23.1 Subject to Articles 14.3 and 14.13 above, in the event of any dispute or difference arising between the Members inter se or between a Member and the Association as to the construction, meaning or interpretation or effect of any of the provisions or as to the rights, obligations or liabilities of the Association or any Member in terms of this Memorandum of Incorporation, the parties shall forthwith meet to attempt to settle such dispute or difference and failing such settlement within a period of 60 (Sixty) days, such dispute or difference shall be submitted to arbitration in accordance with the provisions set out below.

23.2 Such arbitration shall be held:

23.2.1 at Durban;

23.2.2 under the provisions of the Arbitration Act No. 42 of 1965 of the Republic of South Africa as amended from time to time and the Association of Arbitrators Rules for the Conduct of Arbitrations (Latest Edition).

23.3 The arbitrator shall be, if the question in issue is:
23.3.1 primarily an accounting matter, a practising auditor of not less than ten (10) years standing appointed by the President for the time being of the Institute of Chartered Accountants;

23.3.2 primarily a legal matter, a practising attorney of not less than ten (10) years standing appointed by the President for the time being of the Law Society of Kwa-Zulu Natal at the request of either Party;

23.3.3 any other matter, an independent person agreed upon between the parties and failing agreement as may be appointed by the President for the time being of the said Law Society at the request of either party.

23.4 If agreement cannot be reached within seven (7) business days after a dispute has been declared and an arbitration has been demanded, as to whether the question in issue falls under Article 23.3.1, 23.3.2 or 23.3.3 above, then a practising attorney as agreed upon the parties and failing agreement then appointed at the request of either party by the President for the time being of the said Society as soon as possible thereafter, shall determine whether the question in issue falls under clause 23.3.1, 23.3.2 or 23.3.3 above so that an arbitrator can be appointed in terms of clause 23 and the arbitration can be held and concluded as soon as possible.

23.5 The decision of the aforesaid arbitration proceedings:

23.5.1 shall be binding on the parties thereto;

23.5.2 shall be carried into effect and

23.5.3 may be made an order of court of competent jurisdiction.
DEVELOPER'S RIGHTS REGARDING BRIDGE CITY

The Developer shall, during the Development Period, be entitled to develop any land within Bridge City in conformity with the Scheme and the relevant Precinct Plan, but without the approval of the Association.

INCORPORATION OF ADDITIONAL LAND

25.1 The Developer may, on notice in writing to the Board, have any land contiguous to Bridge City (as currently defined in this MOI) incorporated into Bridge City. The date of such incorporation of any aforesaid additional land shall be the date on which notice is given by the Developer to the Board (provided that, for the purposes of this clause 25.1, any property separated from Bridge City by a public road, or a railway line shall be regarded as contiguous to Bridge City.)

25.2 In addition, the Developer may, with the prior written consent of the Board, incorporate any additional land into Bridge City which is not contiguous to Bridge City (as currently defined in this MOI).

EXCLUSION OF LAND

The Developer may, on notice in writing to the Association, have any land owned by the Developer or the cThekwini Municipality, excluded from Bridge City. The date of such exclusion of any aforesaid land shall be the date on which notice is given by the Developer to the Association.

DISCLAIMER OF RESPONSIBILITY

27.1 The Association shall not be liable for any injury to any person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered, upon Bridge City regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring within Bridge City. Members
shall not, under any circumstances, have any claim or right of action whatsoever against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

27.2 The Association and/or its agents shall not be liable to any Member or any of the Member's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the Member for any injury or loss or damage of any description which the Member or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about Bridge City, regardless of the cause thereof.

27.3 Members shall indemnify the Association and its employees, servants and agents and lawful invitees and hold them harmless against all claims by any person arising from any injury or loss or damage as contemplated in this clause 27.

28 **AMENDMENT TO THE MEMORANDUM OF INCORPORATION**

Save as otherwise herein provided, this MOI may only be amended or varied by way of a Special Resolution of Members, provided that during the Development Period, this MOI shall not be varied or amended without the prior written consent of the Developer.

29 **SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

29.1 The Association shall promote and protect responsible social and environmentally sustainable practices and policies within the Estate, which shall include, but in no way limited to, the promotion of Broad Based Black Economic Empowerment.

29.2 In addition, in conducting its affairs, the Association shall endeavour to promote partnerships with neighbouring communities, government and non-
governmental organisations and with programmes aimed at social economic development and social upliftment.

29.3 The Association shall promote socio-economic development initiatives amongst its Members.

30 SPECIAL RATINGS AREA

Should, at any stage in the future, the Board deem it in the best interest of the Members, the Board may pursue the inclusion of the Estate within a “special rating area” as contemplated in Section 22 of the Municipal Property Rates Act 6 of 2004 (as amended) or any similar legislation. However, the approval of Members in a general meeting, to the specific terms and conditions of the incorporation of the Estate into such special rating area shall be required before same may be finalised.