

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

**MEMORANDUM OF AN ASSOCIATION NOT HAVING A SHARE CAPITAL  
Registration No : 2005/015160/08**

**[Section 54(l); Regulation 17(3)].**

**1 . N A M E**

**The name of the Association is :  
MABALINGWE COMMON PROPERTY ASSOCIATION  
(An Association incorporated under Section 21).**

**2 . PURPOSE DESCRIBING THE MAIN BUSINESS**

**The main business which the Association is to carry on is to:**

- 2.1. Promote, advance and protect the communal interest of the members of the Association and in so doing manage, administer, control, maintain and regulate the use and enjoyment for the benefit of its members of:
  - 2.1.1. The land or any portion thereof on which and in respect of which has been established:
  - 2.1.2. a share block and timesharing scheme (as defined in the Property Time-Sharing Control Act No. 75 of 1983), pursuant to a share block scheme (as defined in the Share Blocks Control Act, No. 59 of 1980) and
  - 2.1.3. a scheme as defined in the Sectional Titles Act No. 95 of 1986; and
  - 2.1.4. Any adjacent land or portion thereof on which any development (including a sectional title scheme, or share block development) or traversing rights are established and with which the Association has contracted to co-operate; jointly referred to in this Memorandum as ("the Land"); and
  - 2.1.5. Make all reasonable attempts and take all reasonable steps on a collective basis to:
    - 2.1.5.1. Procure essential services, facilities, and various other services for the use of the Association and its members on the Land;
    - 2.1.5.2. Represent the collective views of its members to related bodies, public authorities and other interested organisations and persons; and
    - 2.1.5.3. Arrange for the maintenance and repair of the Land and the facilities and services referred to above, in terms of the MCPA's Management Plan for the Greater Mabalingwe Nature Reserve.

**2 MAIN OBJECTIVE**

- 2.1 The main object of the Association is to promote, advance and protect the communal interest of the members of the Association and to manage, administer, control, maintain and regulate the use and enjoyment of the Land.

### **3 ANCILLARY OBJECTS EXCLUDED**

The specific ancillary objects, if any, referred to in Section 33(1) of the Act which are excluded from the unlimited ancillary objects of the Association are:

3.1 No specific ancillary objects are excluded.

### **4 POWERS**

4.1 The specific powers or part of any powers of the Association which are excluded from the plenary powers set out in Schedule 2 to the Act:

4.2 The power set out in paragraph (s) is hereby excluded.

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

4.3.1 Power (k) to be modified to read as follows:

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

4.3.2 Power (l) to be modified to read as follows:

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

4.3.3 Power (m) to be modified to read as follows:

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

4.3.4 Power (n) to be modified to read as follows:

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

4.3.5 Power (o) to be modified to read as follows:

"To make donations to organisations having the same or similar objects to those of the Association."

4.3.6 Power (r) to be modified to read as follows:

"To establish a pension scheme and medical aid scheme in respect of its officers and employees."

## **5 CONDITIONS:**

5.1 Any special conditions which apply to the Association and the requirements, if any, additional to those prescribed in the Act for their alteration are:

5.1.1 The income and property of the Association from wherever derived, shall be applied solely towards the promotion of its main object and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever, to the members of the Association or to its holding Association or subsidiary. Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officer or servant of the Association or to any member thereof in return for any services actually rendered to the Association.

5.2 Upon its winding-up, deregistration or dissolution, the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institute or associations or institutes having objects similar to its main object, to be determined by the members of the Association at or before the time of its dissolution or, failing such determination, by the Court.

5.3 The Association shall be entitled to bind its members to contribute by way of subscriptions, service fees and/or levies towards the funds of the Association and to enforce payment of and to collect and receive from members such subscriptions, service fees and/or levies and or interest thereon.

he Association shall be entitled to enforce compliance with its Articles of Association in such manner as it may deem fit and in particular by means of a system of fines or such other penalties as it may see fit to prescribe.

## **6 PRE-INCORPORATION CONTRACTS**

Nil.

## **7 GUARANTEE**

- 7.1 The Association does not have a share capital.
- 7.2 The liability of members is limited to the amount referred to in paragraph 7.3
- 7.3 Each member undertakes to contribute to the assets of the Association in the event of it being wound up while it is a member or within one year after it has ceased to be a member, for payment of the debt and liabilities of the Association contracted before it ceases to be a member, the amount of R1,00. (one Rand)

## **8 ALTERATIONS TO MEMORANDUM**

- 8.1 The Association may by special resolution make alterations to or alter the provisions of this memorandum with respect to the objects and powers of the Association.

## **9 ASSOCIATION CLAUSE**

- 9.1 We, the several persons whose full names, occupations, residential and business and postal addresses are subscribed, are desirous of being formed into a Association in pursuance of this memorandum of association and we specifically agree to become members of the Association.