

**DOCDIR
AGENT**

"C"

REPUBLIC OF SOUTH AFRICA

COMPANIES ACT 1973
ARTICLES OF A COMPANY NOT
HAVING A SHARE CAPITAL

REGISTRATION No OF COMPANY: 2003/005340/08

THE HOMEOWNERS ASSOCIATION OF PINEHAVEN COUNTRY ESTATE
(Association incorporated under Section 21)

REGISTRATEUR VAN MAATSKAPPYE
EN VAN BESLOTE KORPORASIES
17-11-2010
REGISTRATEUR VAN
COUNTRY ESTATE
OF CLOSE CORPORATIONS

1. PRELIMINARY

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

2. DEFINITIONS

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

| WORDS | MEANINGS |
|-------------------|---|
| "the Act" | the Companies Act 1973, including any amendments, consolidation or re-enactment thereof; |
| "the Articles" | these articles as now framed or as from time to time amended by special resolution; |
| "the Association" | PINEHAVEN COUNTRY ESTATES HOME OWNERS ASSOCIATION (ASSOCIATION INCORPORATED UNDER SECTION 21); |
| "the Auditors" | the auditors of the Association; |
| "the Chairperson" | the chairperson of the Board of Directors; |
| "common areas" | the road, the pavements, as well as all areas within the Complex which do not form part of the individual erven registered in the members' names; |
| "Complex" | the Pinehaven Township as indicated on General Plan S G 5056/2003, including but not limited to erven 1 to 246; which Complex includes both Freehold and Sectional Title units; |
| "Costs" | all reasonable costs incurred including attorney and client legal costs where applicable; |
| "the Directors" | the Directors of the Association; |
| "levy" | includes penalties; fines and administration charges as lawfully charged by the Association to the accounts of members. |
| "member" | a member of the PINEHAVEN Home Owners' Association who is the registered owner of an erf or a unit within the Complex; |

| | |
|--------------|--|
| "person" | without limiting the generality hereof, any natural person, company, close corporation, partnership firm association, trust or any other legal entity recognized by law; |
| "the Rules" | the rules currently in place and as amended from time to time; |
| "in writing" | written, printed or lithographed or telefacsimile partly one and partly another, and other modes or representing or producing this in a visible form; |
| "unit" | an erf or unit registered in the Deeds Office in the name of a member with or without improvements thereon and situated within the Complex; |

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

3. MEMBERSHIP

- 3.1 Membership of the Association shall be limited to any person, who is in terms of the Deeds of Registries Act reflected in the records of the office of the Registrar of Deeds as the registered owner of any unit in the Complex.
- 3.2 Where any unit is owned by more than one person, all the registered owners of that unit shall together be deemed to be one Member of the Association and have the rights and obligations of one Member of the Association; provided however that all co-owners of any unit shall be jointly and severally liable for the due performance of any obligations to the Association.
- 3.3 When a member becomes the registered owner of a unit, he shall ipso facto become a Member of the Association, and when he ceases to be the owner of any unit in the Complex, he shall ipso facto cease to be a Member of the Association.
- 3.4 No member shall let or otherwise part with occupation of his unit, whether temporarily or otherwise, unless he has agreed with the proposed occupier of such unit as a stipulation alteri in favour of the Association that such occupier shall be bound by all the terms and conditions of these articles and any rules made pursuant thereto.
- 3.5 A registered owner of a unit may not resign as a Member of the Association.
- 3.6 The rights and obligations of a member shall not be transferable and every member shall:
- 3.6.1 Further to the best of his ability the objects and interests of the Association;
- 3.6.2 Observe all Rules made by the Association or the Directors; provided that nothing contained in these Articles of Association shall prevent a member from ceding his rights in terms of these Articles a security to the mortgagee of that member's unit.
- 3.7 The address of the unit of each member, shall be the domicilium citandi et executandi for the member in respect of all notices, applications and legal proceedings instituted by the Association against such member. Any member can change his domicilium address, in writing to another physical address which is not a postal box or restante within the Republic of South Africa and such new address will be effective only when the Association receives written notice thereof at its registered address.

4. LEVIES

- 4.1 The Directors and/ or members in general meeting shall, from time to time, make levies and/or increase existing levies which are payable by the members, for the purpose of meeting all the expenses which the Association has incurred, or which the directors reasonably anticipate the Association will incur, in the furtherance of its objects.
- 4.2 The levy payable by each member shall be a pro-rata portion of the total expenses, based on the number of units comprising the Association.
- 4.3 Members shall be liable in respect of any levy or increase in levies made in terms of article 4.1, in equal shares, provided that any member who is the registered owner of more than one unit shall be liable to make payment of such share in respect of each unit owned by him.
- 4.4 The directors shall, as soon as possible after the imposition of the levy / increase in terms of article 4.3, advise each member in writing of the amount payable by him. The failure of the Directors to so advise a member of the imposition or change in levies shall however not affect the enforceability thereof. Levies so imposed / increased shall, unless otherwise stated, be payable in equal monthly instalments due in advance, on the first day of each month, without deduction or set off.
- 4.5 The directors may from time to time make special levies upon the members or call upon them to make special contributions in respect of all such expenses as are mentioned in Article 4.1 above and such levies and contributions may be made payable in one sum or by such instalments (with or without interest and if with interest at such rate as may be determined by the directors) and at such time or times as the directors shall think fit.
- 4.6 The directors may, from time to time, make special levies upon any member or members undertaking building operations or call upon such member to make special contributions in respect of all such expenses as are incurred by the association pursuant to the building operations conducted by the member in question. Such levies and/or contributions may be made payable in one sum or by such instalments (with or without interest and if with interest at such rate as may be determined by the directors) and at such time or times as the directors shall think fit.
- 4.7 The directors may, from time to time, make penalty levies upon any member or members who have failed to commence with building operations at the date that these amended articles become operative or call upon such member to make special contributions in respect of all such expenses as are incurred by the association pursuant to the failure to commence with building operations. Such penalty levies and/or contributions may be made payable in one sum or by such instalments (with or without interest and if with interest at such rate as may be determined by the directors) and at such time or times as the directors shall think fit.
- 4.8 Interest and/or a late payment penalty shall be payable on arrear levies at 15,5 % per annum or such rate as may from time to time be determined by the directors.
- 4.9 The amount of any member's indebtedness to the Association at any time, the interest rates applicable from time to time and any other factor relating to the termination of such indebtedness as well as the due date for payment of such amount, may at the option of the directors be proved in any proceedings and at any stage by a certificate signed by any director of the Association. It shall not be necessary to prove the appointment and authority of the person signing such certificate, which certificate shall be binding on any member/s it relates to as prima facie proof of the facts contained therein. Any amount/s due by a member, by way of a levy, special levy, late payment penalty or interest thereon, shall be a debt due by him to the Association.
- 4.10 The obligation of a member to pay levies shall cease upon him ceasing to be a member, without prejudice to the Association's right to recover the arrear levies, late payment penalties, legal fees and interest thereon.

5. RULES

- 5.1 Subject to any restriction imposed or direction given at a general meeting of the Association, the Directors may from time to time vary/amend/change/add to the rules pertaining to:
- 5.1.1 the use by members, the members of their households, their guests, and lessees, of the open spaces;
 - 5.1.2 the conduct of builders/contractors;
 - 5.1.3 any other activity concerning the Complex and or its members.
- 5.2 For the enforcement of any of the rules or additions / variations / amendments thereto, the Directors may-
- 5.2.1 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty of, and debit the costs of so doing to the member concerned, which amount shall then be deemed to be a debt owing by the member concerned to the Association;
 - 5.2.2 take such other action, including court proceedings, as they may deem fit in which event the member in question shall be liable for costs incurred by the Association.
- 5.3 In the event of any breach of the rules by the members of any member's household, or his guests, or lessees, builders or any person rendering products or services to members, such breach shall be deemed to have been committed by the member himself, but without prejudice to the afore going, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 5.3.1 In the event of any member disputing the fact that he has committed a breach of any of the rules aforesaid, a committee of three Directors appointed by the Chairman for the purpose, shall adjudicate upon the issue at such times and in such manner and according to such procedure as the Chairman may direct.
 - 5.3.2 Notwithstanding the foregoing, the Directors may in the name of the Association enforce the provisions of any rules by proceeding in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.
- 5.4 It shall be the duty of the Manager, or such other person or body as may be empowered by the Directors, to ensure compliance by the members with the rules, and to this end to issue such notices or do such things as may be necessary or requisite.

- 5.5 Each member undertakes to the Association that he shall comply with any rules made in terms of 5 or otherwise and no member shall be entitled to any of the privileges of membership whilst in breach of the rules.
- 5.6 The provisions of this clause 5 are subject, insofar as may be necessary, to the consent of the local authority concerned.
- 5.7 Each member shall ensure that his tenants/occupants/guests comply with these articles and rules.

6. DIRECTORS

- 6.1 There shall be a Board of Directors of the Association which shall consist of not less than 2 (two) with a maximum of 10 (ten) members.
- 6.2 Every director must be a member of the Home Owners' Association.
- 6.3 Any act performed by the directors shall, notwithstanding that it is after the performance of the act discovered that there was some defect in the appointment or continuance in office of any director/s, be valid as if such director/s had been duly appointed or had duly continued in office.

7. REMOVAL AND ROTATION OF DIRECTORS

- 7.1 Each Director shall continue to hold office as such from the date of his appointment to office until the second general meeting 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 of Directors at such meeting.
- 7.2 A Director shall be deemed to have vacated his office as such upon:
 - 7.2.1 His having become disqualified to act as Director in terms of the provisions of the Act;
 - 7.2.2 His being removed from office as provided in Section 220 of the Act;
 - 7.2.3 His being convicted of any fraudulent act;
 - 7.2.4 His being declared insane;

7.2.5 His non compliance with the objectives of a Homeowners' Association or failure to adhere to 3 (three) written warnings from the majority of the remaining Directors;

7.2.6 His resignation.

7.3 Upon any vacancy occurring in the Board of Directors prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Board of Directors.

8. CHAIRPERSON

8.1 The Directors shall within 14 (fourteen) days after each Annual General Meeting appoint from their number a Chairperson, who shall hold their office until the Annual General Meeting next after their said appointments, provided that the office of Chairperson shall ipso facto be vacated by a Director holding such office upon his ceasing to be a Director for any reason. No one Director shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in either of the offices at any time, the Board of Directors shall appoint one of their number as a replacement in such office.

8.2 Except as otherwise provided, the Chairperson shall preside at all meetings of the Board of Directors and all general meetings of members and, in the event of his not being present within 5 (five) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act a Chairperson appointed by the meeting shall act in his stead.

9. DIRECTORS' EXPENSES

Directors shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Directors. Save as aforesaid, Directors shall not be entitled to any remuneration for the performance of their duties in terms thereof, unless the Association in a general meeting otherwise decides.

10. POWERS OF DIRECTORS

10.1 Subject to the express provisions of these articles, the Directors shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of the Managing Agent, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be

exercised and done by the Association and as are not by the Act or by these articles required to be exercised or done by the Association in general meeting, subject however to such Rules as may have been made by the Association in general meeting or as may be made by the Directors from time to time.

10.2 Save as specifically provided in these articles, the Directors shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, Attorneys, Advocates, architects, engineers, a Managing Agent and any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Directors.

10.3 The Directors shall further have power:

10.3.1 to require that any works being constructed within the Complex be supervised to ensure that the provisions of these articles and the Rules are complied with and that all work is performed in a proper and workmanlike manner. "Works" for the purposes of this article shall include construction works of any sort in relation to any repairs to existing structures within common areas within the Complex;

10.3.2 to vet and approve construction plans in respect of any proposed building and alterations within the Complex.

10.4 The Board of Directors shall have the right to co-opt on to the Board any person or persons chosen by it. A co-opted Director need not necessarily be a Member of the Association.

10.5 The Directors shall be entitled to appoint committees consisting of such number of their members and such outsiders, as they may deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, with further power to vary or revoke such appointments and delegations as the Directors may from time to time deem necessary.

10.6 The Directors shall be entitled to appoint an architectural review committee which shall consist of:

10.6.1 a practising professional architect duly qualified to practise as such on his own account in the Republic of South Africa;

10.6.2 1 (one) Directors.

- 10.7 Save as provided in these articles, the proceedings of any Directors' meeting shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.
- 10.8 A resolution signed by all the Directors shall be valid in all respects as if it had been duly passed at a meeting of the Board of Directors.
- 10.9 Voting at Directors meetings will take place by a show of hands of those directors present if a quorum is present. A simple majority will carry the vote. The chairman will at all times have a casting vote.
- 10.10 In the event of an emergency arising in the managing of the business of the association, or an event that is of such urgent nature that a normal Board meeting can not be timeously convened, the Chairman and any 2(two) Directors may communicate telephonically and make a binding decision in respect of such urgent matter on behalf of the Board.

11. GENERAL MEETINGS OF THE ASSOCIATION

- 11.1 The Association shall within 6 (six) months after the end of each financial year hold a general meeting as its Annual General Meeting in addition to any other general meetings during that year.
- 11.2 Such Annual General Meeting shall be held at such time and place as the Directors shall decide from time to time, subject to the venue being within the Magisterial District of the Complex.
- 11.3 All meetings other than Annual General Meetings shall be called general meetings.
- 11.4 The Directors may, whenever they think fit, convene a general meeting, and a general meeting shall also be convened on the requisition made in terms of Section 181 of the Act, or in default may be convened by the requisitionists as provided by and subject to the provisions of the Section.

12. NOTICES AND MEETING

- 12.1 An Annual General Meeting and a meeting called for the passing of a special resolution, shall be called by 21 (twenty one) clear days' notice in writing at least, and an extraordinary general meeting, other than one called for the passing of a special resolution, shall be called for by 14 (fourteen) clear days' notice in writing at

the least. In each case the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting, and in the case of special business, in addition to any other requirements contained in these articles, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Directors to such persons as are under these articles entitled to receive such notices from the Association; provided that a general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in these articles be deemed to have been duly called if it is so agreed:

12.1.1 In the case of a meeting called as the Annual General Meeting by all the members entitled to attend and vote thereat; and

12.1.2 In the case of a general meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95% (ninety five percent) of the total voting rights of all members.

12.1.3 Insofar as special notice may be required of a resolution, whether by any provision of the Act or these articles, then the provisions of Section 186 of the Act shall apply.

12.1.4 The Association shall comply with the provisions of Section 185 of the Act as to giving of notice and circulating statements on the requisition of members.

12.1.5 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification or present any document required to be given or sent in terms of these articles, or in terms of the Act, or the non-receipt of any such notice, notification by an member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

13. QUORUM

13.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum shall be such of the members entitled to vote as together for the time being represent the votes of 20% (twenty percent) in number of all members entitled to vote for the time being, provided that at no time the quorum will be less than three members present in person.

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

14. AGENDA AT MEETINGS

In addition to any other matters required by the Act or these articles to be dealt with a Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- a) The consideration of the Chairperson's report;
- b) The election of Directors;
- c) The consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;
- d) The consideration of the accounts of the Association for the preceding financial year;
- e) The consideration of the report of the auditors and the fixing or remuneration for the auditors;
- f) The consideration of the Proposed Budget for the forthcoming year.

15. PROCEDURE AT GENERAL MEETING

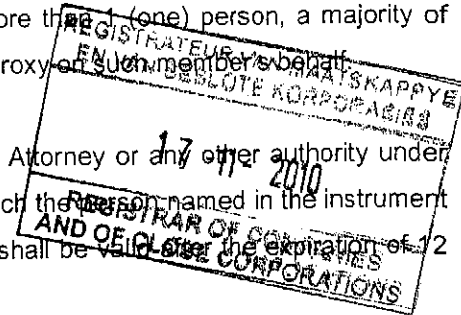
The Chairperson may, with the consent of any general meeting at which a quorum is present and shall if so directed by the meeting, adjourn a meeting from time to time and place to place but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner so for an original meeting. Save as aforesaid, the members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

16. PROXIES

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

The instrument appointing a proxy and the Power of Attorney or any other authority under which it is signed shall be tabled at the meeting at which the person named in the instrument proposed to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months from the date of its execution.

A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Directors at any time before a vote is taken in respect of which the proxy exercises such vote.



17. VOTING

At every general meeting:

- 17.1 Every member in person or by proxy and entitled to vote shall have 1 (one) vote for each unit of residential lot registered in his name.
- 17.2 If a unit or residential lot is registered in the name of more than one person, then all such co-owners shall jointly have 1 (one) vote.
- 17.3 Save as expressly provided for in these articles, no person other than a member duly registered and who shall have paid every levy and other sum, if any, which shall be due and payable to the Association in respect of or arising out of his membership and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.
- 17.4 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson or members referred to in Section 1981(b) of the Act, and, unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negated, and an entry to that effect in the

book containing the minutes of the proceedings of the Association, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

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

18. ACCOUNTS

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

19. SERVICE OF NOTICES

A notice may be delivered by the Association upon any member at the address referred to in Article 3.7 unless the member has notified the Association of another address for service of notices. Any notice served by post shall be deemed to have been served four days following that on which the letter containing the same was posted.

20. INDEMNITY

Every Director, servant, agent and employee of the Association and any Managing Agent, his employees, nominees or invitees, shall be indemnified by the Association against all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into or any act or deed done by such person or persons in the discharge of their respective duties, including in the case of a Director, his duties as Chairperson. Without prejudice to the generality of the foregoing, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties.

21. RESTRICTION ON TRANSFER OF LAND

- 21.1 No member shall transfer his unit or land in the Complex:
- 21.1.1 Unless the Association, under the hand of two Directors (or the Managing Agent if so appointed), has certified in writing that the member has fulfilled all his financial obligations to the Association in respect of the period up to an including the date specified in such notice; and
- 21.1.2 The transfer takes place prior to or on that date;

21.1.3 No member shall transfer land in the Complex unless the proposed transferee has been made aware of the existence of the Memorandum and Articles of Association and the transferee's obligations with regard thereto.

22 GENERAL

- 22.1 Whenever they consider that the appearance of any land or building vested in a member or members is such as to be unsightly or injurious to the amenities of the surrounding area or the Complex as viewed from the outside, the Directors may serve notice on such member or members to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. In the event of the member or members failing within a reasonable time, to be specified in such notice, to comply therewith, the Directors may enter upon the property concerned and take such steps as may be necessary, and recover the cost thereof from the member or members concerned, which costs shall be deemed to be a debt owing to the Association.
- 22.2 The Directors shall be obliged in giving such notice to act reasonably.
- 22.3 No person shall within the Complex commence with the construction of any building or structure, or any additions or alterations thereto, or any works of whatsoever nature unless he has submitted to the Directors for examination and approval or refusal such plans for such building, structure, alteration or addition as the Directors may require. The Directors shall have power in approving any plan to lay down such reasonable conditions as they may deem fit.
- 22.4 The Association may require any member to maintain the sidewalk adjacent to his property, and in the event of such member failing to so maintain such sidewalk to the satisfaction of the Association, the Association shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge the member concerned. In the event of the Association requiring any member to maintain the sidewalk as aforesaid, the Directors shall in determining the levy payable by such member take into account the saving to the Association resulting from the member himself maintaining such sidewalk. The lights on the front wall shall be maintained by the Homeowners' Association; however the light switches which appertain to the lights and which are housed within each home will be the responsibility of the Home owners to maintain.
- 22.5 The Association may enter into agreements with members for the provision of amenities and services to the members and to levy a reasonable charge in respect

of the provision thereof.

- 22.6 In the event of the Association electing to provide a security service and/or other services for members in the Complex, all members shall be obliged:
- a) to permit the installation of any equipment in the units for the purpose of such service of amenities and services to the members and to levy a reasonable charge in respect of the provision thereof.
 - b) to make payment of the charges raised by the Association in respect of such services;
 - c) abide by such terms and conditions of the provisions of such services as may be laid down by the Association from time to time.
- 22.7 The provisions of these Articles shall be binding on the owner and any lessee or other occupant of the home, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant. No member shall let or otherwise part with occupation of his unit without the consent of the Association, which consent shall only be withheld if the Association is not satisfied that the proposed occupier of the unit has complied with the provisions of the constitution.
- 22.8 The Directors may delegate such of their powers to a Managing Agent as they may determine subject to any restriction imposed or direction given at any general meeting of the Association.