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CONSTITUTION

(As approved at the AGM of 03 May 2004)

GREENWAYS --- **GOLF ESTATE**

HOME OWNERS ASSOCIATION

A body corporate established in terms of Section 29 of the
Land Use Planning Ordinance, No 15 of 1985



GREENWAYS

STRAND GOLF ESTATE ON SEA

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CONSTITUTION

(As approved at the AGM of 03 May 2004)

GREENWAYS

GOLF ESTATE

HOME OWNERS ASSOCIATION

CITY OF CAPE TOWN	
PLANNING & BUILDING DEVELOPMENT MANAGEMENT	
Application no. 174-072	
Amendments to section(s) 17.2 of	
this constitution of the GREENWAYS GOLF ESTATE	
Home / Property Owners' Association have been	
approved in terms of Section 29(2)(b)(iii) of	
Ordinance 15 of 1985, as per decision letter	
dated 18/2/11, file reference 22-12-512	
attached hereto, insofar as it addresses the	
requirements in Section 29(2)(b)(i), (ii) and (c) of	
said ordinance, any related condition of	
approval	
Delegated	Date 18/02/11

A body corporate established in terms of Section 29 of the
Land Use Planning Ordinance, No 15 of 1985

GREENWAYS GOLF ESTATE

HOME OWNERS ASSOCIATION

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE CONSTITUTION OF GREENWAYS HOME OWNERS ASSOCIATION WAS THIS DAY APPROVED BY COUNCIL IN TERMS OF SECTION 29(2)(b)(iii) OF THE LAND USE PLANNING ORDINANCE, 1985 (NO 18 OF 1985)

SIGNED AND SEALED AT Sonoma West ON THIS 29 DAY
OF January 2007.

1. Witness

2. Witness

Man S
TOWN CLERK

1. ESTABLISHMENT IN TERMS OF STATUTE

Greenways Country Estate Home Owners Association is constituted as a body corporate in terms of Section 29 of the Land Use Planning Ordinance, No 15 of 1985.

2. INTERPRETATION

In these presents:

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

2.1.1 "Association" means the Greenways Country Estate Home Owners Association;

2.1.2 "Auditors" means the auditors of the Association;

2.1.3 "Business Day" means any day other than Saturdays, Sundays and public holidays;

2.1.4 "Chairman" means the chairman of the Trustee Committee;

2.1.5 "Common Area" means the land owned by the Association, namely all areas designated as private open space on General Plan No. 6036/1993 and General Plan No. 8438/1994, comprising erven 21339, 21341, 21359, 21384, 21385, 21390, 21401, 21432, 21434, 22122, 22142, 22247 and 22248 Strand, which area includes the golf course, clubhouse, country club facilities, pavements and parks;

2.1.6 "Erf" means any erf resulting from the original sub-division of the Township Area (apart from the Common Area and excluding the erven whereon the Sectional Title Schemes have been erected) and reference to "Erven" shall have the corresponding meaning;

2.1.7 "Erf Owner" means the registered owner of an Erf;

2.1.8 "Family" means a family unit of which the members are related to one another by either blood or marriage;

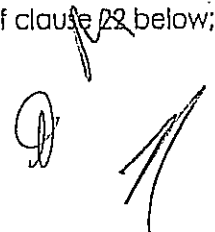
2.1.9 "Greenways Estate" means:

2.1.9.1 the Township Area, comprising of the Erven and the Units;

2.1.9.2 the Common Area;



- 2.1.10 "in writing" means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
- 2.1.11 "Land Unit" means an Erf or Unit in the Greenways Estate;
- 2.1.12 "Member" means the owner of a Land Unit, who in terms of clause 5 of this constitution is a member of the Association;
- 2.1.13 "month" means calendar month;
- 2.1.14 "Municipality" means the City of Cape Town or its successor in title from time to time, succeeding to its present statutory responsibilities;
- 2.1.15 "Ordinary Resolution" means a resolution passed by an ordinary majority of the Members at a general meeting;
- 2.1.16 "Prime Rate" means the prime bank overdraft lending rate charged by Standard Bank to its best grade customers in the corporate sector in respect of unsecured loans from time to time and, in the event of a dispute as to such rate, a certificate signed by any manager or accountant of such bank shall be prima facie proof thereof;
- 2.1.17 "Regulations" means any regulations made in terms of this constitution and includes any house rules, architectural guidelines, accredited agent agreement or building regulations;
- 2.1.18 "Sectional Title Schemes" means the following sectional title schemes developed as part of the Greenways Estate:
 - 2.1.18.1 Laguna Beach Nos. SS568/1996, SS108/1997, SS106/1998 and SS271/1999;
 - 2.1.18.2 Golf Beach No. SS321/1995;
 - 2.1.18.3 Bermuda Beach Nos. SS178/1997 and SS70/1998; and
 - 2.1.18.4 Emerald Bay Nos. SS11/1996, SS142/1996, SS575/1996 and SS263/1997;
- 2.1.19 "Special Resolution" means a resolution passed at a general meeting in accordance with the provisions of clause 22 below;

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- 2.1.20 "these presents" means this constitution and regulations of the Association from time to time in force;
- 2.1.21 "Township Area" means the areas depicted on General Plan No. 6036/1993 and General Plan No. 8438/1994, excluding the Common Area;
- 2.1.22 "Trustee Committee" means the board of trustees of the Association;
- 2.1.23 "Trustee" means one of the Trustee Committee;
- 2.1.24 "Unit" means any sectional title unit as defined in section 1 of the Sectional Titles Act No. 95 of 1986, in any of the Sectional Title Schemes;
- 2.1.25 "Unit Owner" means the registered owner of a Unit;
- 2.1.26 "Vice-Chairman" means the vice-chairman of the Trustee Committee;
- 2.1.27 "year" means calendar year;

2.2 unless the context otherwise requires, any words importing the singular number only shall include the plural number, and vice versa and words importing any one gender only shall include the other two genders, and vice versa, and the words importing persons shall include natural and juristic persons such as partnerships, trusts and body corporates, and vice versa;

2.3 the headnotes to the paragraphs to this constitution are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which the headnotes relate.

3. MAIN OBJECT

- 3.1 The main object of the Association is to promote, protect and advance the communal interests of the Members so as to ensure a safe and congenial living environment and to control, maintain and manage the Greenways Estate and this includes, but is not limited to:
 - 3.1.1 the control over and maintenance of the Common Area as well as all buildings, facilities, landscaping or improvements made or to be made on the Common Area;
 - 3.1.2 the provision and maintenance of effective security measures of the Greenways Estate, including ingress and egress control;



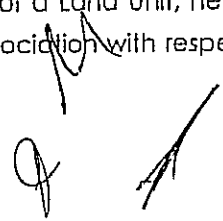
- 3.1.3 the formulation and enforcement of the Regulations;
 - 3.1.4 owning the Common Area and any improvements erected thereon;
 - 3.1.5 ensuring that all applicable municipal services are supplied at the Greenways Estate and entering into service agreements with the Municipality;
 - 3.1.6 enforcing the provisions of this constitution;
 - 3.1.7 the management of the financial accounts of the Association, including the raising and collecting of levies and special levies from the Members;
 - 3.1.8 such other activities or objects as are incidental to the objects listed in clauses 3.1.1 to 3.1.7 above;
- 3.2 Without limiting the generality of the powers specifically referred to, but subject to this constitution, the Association has the power to do such acts as may be necessary to accomplish the objects set out in clause 3.1.

4. FINANCIAL YEAR END

The financial year end of the Association is the last day of February of each year.

5. MEMBERSHIP OF THE ASSOCIATION

- 5.1 Membership of the Association shall be compulsory for every registered owner of a Land Unit and shall commence simultaneously with the registration of transfer of the Land Unit into the name of the transferee.
- 5.2 Membership of the Association shall be limited to the registered owners of Land Units provided that:
 - 5.2.1 a person who is entitled to obtain a certificate of registered title to any such Land Unit shall be deemed to be the registered owner thereof; and
 - 5.2.2 where any such owner is more than one person, all the registered owners of that Land Unit shall be deemed jointly and severally to be one Member of the Association and shall nominate one owner to represent them and vote at meetings of the Association.
- 5.3 When a Member ceases to be the registered owner of a Land Unit, he or she shall *ipso facto* cease to be a Member of the Association with respect



to that Land Unit. The transferee of that Land Unit will become a Member upon registration of transfer of that Land Unit into the said transferee's name.

5.4 A Member may not sub-divide or consolidate any Land Units in the Member's name without the prior written consent of the Association, which consent may not be unreasonably withheld.

5.5 A Member may not sell or transfer a Land Unit registered in that Member's name, unless:

5.5.1 the deed of sale provides that:

5.5.1.1 the sale is subject to the consent of the Association;

5.5.1.2 the transferee will become a member of the Association upon the registration of the Land Unit in the transferee's name;

5.5.2 the transferee acknowledges that the following wording shall be inserted in each title deed:

"the within property may not be sold or transferred without the prior written consent of Greenways Country Estate Home Owners Association, of which the within transferee shall become a member, which consent shall not be unreasonably withheld"

5.6 A Member seeking the consent of the Association in terms of clause 5.5.1 must apply in writing to the Trustee Committee. The Trustee Committee must give the consent without delay if:


5.6.1 the Member has paid all levies and any other amounts owing by the Member to the Association;

5.6.2 the purchaser of the Land Unit has agreed in writing to become a Member of the Association and to abide by the rules of this constitution and the Regulations.

5.7 A Member must notify forthwith the Association in writing when a Land Unit owned by the Member is sold or is transferred into the name of another person.



- 5.8 The registered owner of a Land Unit may not resign as a Member of the Association and shall remain a Member for as long as such Member is the registered owner of any Land Unit.
- 5.9 The Trustee Committee may provide for the issue of a membership certificate.
- 5.10 The rights and obligations of a Member shall not be transferable and every Member shall:
- 5.10.1 to the best of his or her ability further the objects and interests of the Association;
 - 5.10.2 observe all Regulations made by the Association or the Trustee Committee;
 - 5.10.3 observe this constitution or any amendment hereof;
 - 5.10.4 be liable for the acts or omissions of his or her Family and his or her employees or tenants or guests;
 - 5.10.5 acknowledge that all Land Units are zoned residential and may not be used for commercial purposes;
 - 5.10.6 be jointly liable with all the Members for all expenditure incurred in connection with the Association,
- provided that nothing contained in this constitution shall prevent a Member from ceding his or her rights in terms of this constitution as security to the mortgagee of that Member's Land Unit.
- 5.11 No Member ceasing to be a Member of the Association for any reason shall, (nor shall any such Member's executor, curators, trustees or liquidators) have any claim upon or interest in the funds or other assets of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such Member or his or her estate any arrears of levies or other amounts due from him or her to the Association at the time of his or her so ceasing to be a Member.
- 5.12 A Member shall only permit one Family to permanently reside at or occupy his or her Land Unit at any given time.
- 5.13 Each Member, the Family, the Member's guests or invitees may make use of the Common Area, subject to the Regulations.



6. LEVIES PAYABLE BY THE MEMBERS

6.1 Levies are payable by all Members to meet the expenditure of the Association for:

6.1.1 the maintenance, repair (including provisions for future maintenance and repair), control, administration and improvement of the Common Area, including, landscaping, private roads and services therein;

6.1.2 mortgage and interest payments, if any;

6.1.3 purchases of fixed or movable property;

6.1.4 the erection of, alterations or maintenance to improvements on the Common Area;

6.1.5 rates and other local authority charges for the supply of electric current, gas, water, fuel and sanitary and other services to the Common Area and any premiums for insurance;

6.1.6 services rendered to the Association;

6.1.7 expenses necessary or reasonably incurred in connection with the management of the Association and the Common Area;

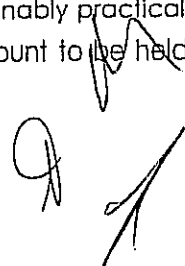
6.1.8 services and amenities on the Common Area;

6.1.9 the provision and maintenance of ingress and egress control and other security measures installed at the Greenways Estate;

6.1.10 the payment of employees and to engage the services of professional or commercial persons or firms in respect of matters relating to the affairs of the Association;

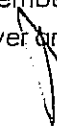
6.1.11 expenses related to the discharge of any duty or fulfilment of any other obligation of the Trustee Committee.

6.2 The amount of the levies is determined annually by the Trustee Committee (and accepted by the Members at the annual general meeting) to meet the expenses during each financial year, together with such estimated deficiency, if any, as shall result from the preceding financial year, and shall make levy upon the Members, equal as nearly as is reasonably practical to such estimated amount. The levies may include an amount to be held in



reserve to meet anticipated future expenditure not of an annual nature. In calculating the levies, the Trustee Committee shall take into account, any income earned by the Association.

- 6.3 Levies are payable on all original Erven and Units and subject to clause 6.4, the same levy is payable in respect of each original Erf or Unit.
- 6.4 If a Member fails to erect a dwelling on an Erf in conformity with the applicable Regulations within 3 years from the date on which the subdivision of such Erf in the Township Area was first registered, the Trustee Committee may direct that the levy payable in respect of that Erf increases by up to a maximum of ten times the normal levy or make such other arrangement as it deems expedient.
- 6.5 All levies referred to in clauses 6.2 and 6.4 are payable monthly in advance and must be paid without deduction or set-off, free of exchange. The owners of Land Units shall pay all levies due to the Association or appointed Managing Agent.
- 6.6 The Trustee Committee, may make special levies upon Members for unbudgeted expenses:
- 6.6.1 provided that the Trustee Committee must inform Members forthwith in writing of a special levy and give reasons therefor;
- 6.6.2 if the special levy is more than 30% of the annual levy, then the Trustee Committee may not commit itself to the expenditure until the expenditure and the special levy have been approved at a special general meeting (which meeting was called in terms of clause 15.4);
- 6.6.3 clause 6.6.2 does not apply where, in the opinion of the Trustee Committee the situation is of such an urgent nature that a delay may seriously harm the interests of the Association or its Members;
- 6.6.4 special levies are payable in the amount or in instalments and at the times as the Trustee Committee may determine.
- 6.7 The amount due by a Member by way of a levy is a debt due and payable by the Member to the Association. The obligation of a Member to pay a levy shall cease upon his or her ceasing to be a Member of the Association, without prejudice to the Association's right to recover arrears levies.

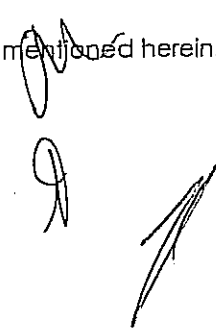


- 6.8 Levies paid by a Member are not repayable by the Association upon a Member ceasing to be a Member, but the account of the new owner of the Land Unit concerned must be credited with the amount of any levies prepaid by the outgoing Member. A Member's successor in title to a Land Unit shall be liable, as from the date upon which he or she becomes a Member pursuant to the registration of transfer of that Land Unit, to pay the levy attributable to that Land Unit.
- 6.9 A Member may be refused any of the privileges of membership of the Association or any service supplied by the Association unless all levies payable in respect of the Land Unit concerned have been paid.
- 6.10 Should any dispute arise at any time between the Members and the Trustee Committee in regard to the determination or calculation of the levies, the decision of the Auditors (acting as experts and not as arbitrators) in regard to such dispute shall be final and binding on the Members and the Trustee Committee.
- 6.11 In the event of any dispute arising in regard to the determination or calculation of any levy, every Member shall until the determination of such dispute pay the levies determined by the Trustee Committee.

7. BUILDING, ARCHITECTURAL AND DESIGN REQUIREMENTS

The Association shall be entitled to :

- 7.1 frame, implement and enforce conditions on Members in order to harmonise the architectural styles and design criteria of and the materials and colours to be used in all improvements erected within the Greenways Estate including any refurbishment, alterations or additions thereto;
- 7.2 do such acts as are necessary to accomplish the purposes expressed or implied herein which acts shall include, inter alia, the preparation of architectural guidelines and/or building regulations, which documents will form part of the Regulations, the examination and endorsement of the relevant building plans as necessary for any construction, renovation and / or alterations within the Greenways Estate;
- 7.3 appoint such advisors as are necessary to scrutinise the relevant plans referred to herein;
- 7.4 impose a scrutiny fee on Members for the services as mentioned herein.

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8. RESPONSIBILITY FOR THE COMMON AREA

- 8.1 The Association shall be the registered owner of the Common Area, which shall not be sold, let, alienated, otherwise disposed of, sub-divided or transferred, mortgaged, subjected to any rights whether registered in the deeds registry or not, of use, occupation or servitude, without obtaining a Special Resolution, in terms of clause 22, from the Members.
- 8.2 All officials, employees and contractors employed by the Association, local authority and/or any public service company shall, at all times, have reasonable access to the Land Unit and Common Areas for purposes of inspecting and/or maintaining all services supplying and/or traversing any part thereof.

9. CONTRACTS AND REGULATIONS



- 9.1 Members and all other persons resident at or entering the Greenways Estate, including Members' guests, employees, tenants and Family are subject to and must comply with the Regulations.
- 9.2 Regulations and fines in force on the date that this constitution comes into effect are binding until repealed or amended in terms of this constitution.
- 9.3 The Trustee Committee may make, amend or repeal Regulations, not inconsistent with this constitution, concerning:
- 9.3.1 access to, occupation of, enjoyment in the use of the Common Area or any part thereof by the Members, members of their Family, their guests and their tenants and employees, including the prohibition or restriction of such access, occupation, enjoyment or use;
- 9.3.2 the control of pets and other animals at the Greenways Estate;
- 9.3.3 the external appearance of, and the maintenance and the use of the Common Area and the buildings or other improvements erected thereon;
- 9.3.4 the structure, external appearance and maintenance of buildings or other improvements on the Land Units, including architectural and aesthetic style and design criteria, the type of plants allowed and the maintenance of gardens;
- 9.3.5 the preservation of the natural environment, vegetation and fauna at the Greenways Estate;



- 9.3.6 the execution of building work at the Greenways Estate;
 - 9.3.7 a code of conduct required for builders and other persons executing work at the Greenways Estate;
 - 9.3.8 the conditions pertaining to ingress to and egress from the Greenways Estate;
 - 9.3.9 the type of boundary fences and walling which may be erected;
 - 9.3.10 security at the Greenways Estate including the erection of any security gates and structures and the alteration, modification and renovation of such structures;
 - 9.3.11 the conduct at the Greenways Estate of the Members and any person resident at or entering the Greenways Estate;
 - 9.3.12 disputes and disciplinary measures relating to the Members and other persons resident at or entering the Greenways Estate in relation to matters affecting the Greenways Estate;
 - 9.3.13 the use of Land Units and dwellings at the Greenways Estate;
 - 9.3.14 the management and promotion of the affairs of the Association;
 - 9.3.15 the conduct of the Trustee Committee;
 - 9.3.16 any other matters that may assist the Association and its representative organs in administering and governing the activities of the Association generally;
 - 9.3.17 any other incidental matters;
 - 9.3.18 any other matter relevant to the Association.
- 9.4 When the Trustee Committee makes, amends or repeals the Regulations, it must post a notice in the Greenways Estate Clubhouse , which details:
- 9.4.1 the changes to the existing Regulations;
 - 9.4.2 the reasons for those changes; and
 - 9.4.3 the date on which the changes will take effect.

- 9.5 The Trustee Committee may enter into agreements with the Municipality governing the matters listed in clause 9.3 and any other incidental matters.
- 9.6 The Members, by Ordinary Resolution at a general meeting in terms of clause 22, must confirm changes to Regulations introduced during the year relating to matters listed in clause 9.3
- 9.7 Members must inform members of their Family, their guests, employees and tenants of the Regulations. The Association may, in addition to any action against the Member, act against the Member's guests, employees or tenants for any breach of the Regulations. Members are liable for the act and omissions at the Greenways Estate of their guests, employees and tenants and indemnifies the Association accordingly.
- 9.8 The Trustee Committee may, with a view to enforcing the Regulations, propose a system of fines and penalties, which must be confirmed at a general meeting by Ordinary Resolution.
- 9.9 When a Member or any member of their Family or any guests, employee or tenant of the Member breaches any of the Regulations, the Trustee Committee or a person designated by the Trustee Committee may:
- 9.9.1 after affording the Member concerned an opportunity to be heard or to make representations, impose upon the Member a fine or other penalty provided for in terms of clause 9.8; and
- 9.9.2 take any other action referred to in clause 25.
- 9.10 Persons who enter the Common Area including, the golf course, swimming pool and clubhouse, do so at their own risk.

10. TRUSTEE COMMITTEE

- 10.1 The affairs of the Association are managed and controlled by a Trustee Committee, consisting of a minimum of 5 (five) Members, which can be increased to 7 (seven) if proposed by the Trustees
- 10.2 In addition, the body corporate of each of the Sectional Title Schemes may nominate a Member to attend the Trustee's meetings on its behalf. The said Member will not be entitled to vote at the Trustee's meeting, but may attend solely for the purposes of reporting to the said body corporate on the matters discussed at the Trustee's meeting.
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11. APPOINTMENT OF TRUSTEES

11.1 The Trustee Committee must, not later than 21 days before each annual general meeting, by notice in writing to the Members call for nominations for Trustees.

11.2 A nomination for a Trustee must be:

11.2.1 in writing;

11.2.2 proposed by at least 3 Members;

11.2.3 accepted by the nominee; and

11.2.4 delivered to the Managing Agent by not later than 48 hours before the annual general meeting.

11.3 The list of nominees must be distributed to all Members at the annual general meeting. Every nominee may submit a brief curriculum vitae, which may be distributed with the list of nominees.

11.4 A person elected as a Trustee must be a duly authorised shareholder, director, member or trustee, as the case may be, of a Member who is a juristic person, provided that more than one person representing the same juristic person may not serve simultaneously as Trustees.

11.5 The following persons are disqualified from being a Trustee:

11.5.1 a juristic person;

11.5.2 a minor or any other person under legal disability;

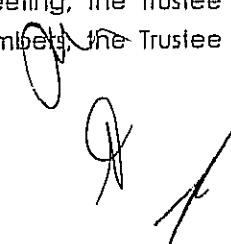
11.5.3 any person disqualified from being a director of a company as envisaged in the Companies Act No. 61 of 1973;

11.5.4 an unrehabilitated insolvent;

11.5.5 a Member who does not reside permanently at the Greenways Estate;

11.5.6 a person who is more than 1 month in arrears with any debt payable to the Association.

11.6 In the event that prior to the next annual general meeting, the Trustee Committee has, for any reason, less than 5 (five) members, the Trustee



Committee may, by majority decision, co-opt any Member to serve as a Trustee until the next annual general meeting.

- 11.7 Within 14 days of the holding of such annual general meeting, the Trustee Committee shall meet and shall elect from its own number the Chairman, Vice-Chairman and Treasurer, who shall hold their respective offices until the annual general meeting next held after their said appointment, provided that the office of the Chairman, Vice-Chairman or Treasurer shall *ipso facto* be vacated by the Trustee holding such office upon his or her ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in any of the aforesaid offices at any time, the Trustee Committee shall immediately meet to appoint one of their number as a replacement in such office.
- 11.8 Save as otherwise provided in these presents, the Chairman shall preside at all meetings of the Trustee Committee, and all general meetings of Members, and shall perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Trustee Committee or the Members, and to allow or refuse to permit invitees to speak at any such meetings, provided however, that any such invitees shall not be entitled to vote at any such meetings.
- 11.9 The Vice-Chairman shall assume the powers and duties of the Chairman in the absence of the Chairman, or his or her inability or refusal to act as Chairman, and shall perform such other duties as may from time to time be assigned to him or her by the Chairman or the Trustee Committee.
- 11.10 Trustees 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 Trustees and/or Chairman, Vice-Chairman or Treasurer, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration fees or salary in respect of the performance of such duties. Details of all such expenditure must be disclosed as a separate item in the financial statements of the Association.

12. REMOVAL AND ROTATION OF TRUSTEE MEMBERS

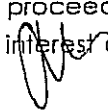
- 12.1 Each Trustee shall continue to hold office until the annual general meeting next following his or her said appointment, at which meeting each Trustee shall be deemed to have retired from office as such, and shall be eligible for re-election to the Trustee Committee at such meeting.
- 12.2 A person ceases to be a Trustee upon that person's:



- 12.2.1 written resignation from office, delivered to the offices of the Association and/or the Managing Agent;
- 12.2.2 death;
- 12.2.3 insolvency or the liquidation of the Member represented by that person, whether provisional or final sequestration or surrender of his, her or its estate;
- 12.2.4 making any arrangement or compromise with his or her creditors;
- 12.2.5 allow any judgement against him or her to remain unsatisfied for a period of 7 (seven) days;
- 12.2.6 doing or allowing to be done any act or thing which prejudices the interests or rights of the Trustee Committee or the Association;
- 12.2.7 removal from office by Special Resolution of the Members;
- 12.2.8 voluntary absence from 3 (three) consecutive meetings of the Trustee Committee without leave of absence granted by the Trustee Committee;
- 12.2.9 being disqualified on any basis envisaged in clause 11.5;
- 12.2.10 conviction by a Court for any offence involving dishonesty;
- 12.2.11 ceasing to be a Member of the Association;
- 12.2.12 receiving a vote of no confidence by all the remaining Trustees;

provided that anything done in his or her capacity as a Trustee in good faith, by a person who ceases to be a Trustee, shall be valid until the fact that he or she is no longer a Trustee has been recorded in the Minute Book of the Trustee Committee.

- 12.3 If a Trustee has any personal or private financial or business interest, whether directly or indirectly, in any matter before the Trustee Committee or any structure of the Trustee Committee on which that Trustee serves, the Trustee must declare that interest and must withdraw from the proceedings or deliberations, unless the other Trustees regard that Trustee's interest as trivial or irrelevant and minuted as such.

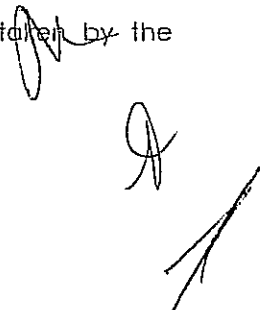


- 12.4 There is a relationship of trust between the Trustees and the Association and its Members. Without derogating from the generality of the expression "relationship of trust", it implies that a Trustee:
- 12.4.1 must at all times act honestly and in good faith and in the best interests of the Association and its Members;
 - 12.4.2 must diligently perform the functions assigned to Trustees by this constitution or by the Members in general meetings;
 - 12.4.3 may not exceed the powers conferred upon Trustees or in any other way act in a manner that is inconsistent with the constitution;
 - 12.4.4 must prevent any conflict between the interest of the Trustee and those of the Association.

13. FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE

Subject to this constitution, the Trustee Committee has full powers in the management and business affairs of the Association, including the power:

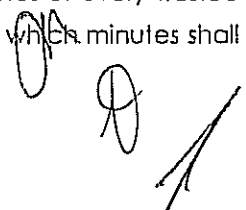
- 13.1 to do all that is necessary and appropriate to ensure that the objects of the Association are fulfilled;
- 13.2 to exercise all powers of the Association on behalf of the Association except those powers that are required to be exercised by the Association in general meetings;
- 13.3 to vary or rescind any decision or resolution of the Trustee Committee;
- 13.4 to control, restrict or prohibit any particular commercial activity at the Greenways Estate;
- 13.5 to appoint employees and engage in services of professional or commercial persons or firms for and on behalf of the Association;
- 13.6 to perform all the functions assigned to the Trustee Committee by this constitution or by the Members in general meetings;
- 13.7 insofar as possible, to implement and enforce decisions taken by the Members at a general meeting;



- 13.8 to delegate any of its powers, except the power to make Regulations, to a sub-committee or a Trustee or an employee of the Association;
- 13.9 to investigate any suspected or alleged breach by any Member or Trustee of these present, in such reasonable manner as the Trustee Committee decides from time to time;
- 13.10 to manage the finances of the Association, including preparing monthly and annual accounts and raising and collecting the levies;
- 13.11 to enforce any Regulations prepared in terms of this constitution.

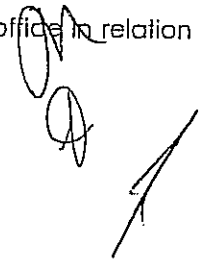
14. PROCEEDINGS OF THE TRUSTEE COMMITTEE

- 14.1 The Trustee Committee may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these present.
- 14.2 The Trustee Committee must meet at least once every month, provided that if all the Trustees shall, in writing, have waived the above requirement in respect of a particular month, then no meeting of the Trustee Committee need be held for that month.
- 14.3 The quorum for a meeting of the Trustee Committee is 3 when there are 5 Trustees and 4 if there are 7 Trustees.
- 14.4 Any resolution of the Trustee shall be carried by a simple majority of all votes cast, with the Trustee presiding at a meeting of the Trustee Committee having a deliberate vote and, in addition, casting a deciding vote when there is an equality of votes.
- 14.5 The Chairman shall preside as such at all meetings of the Trustee Committee, provided that should at any meeting of the Trustee Committee the Chairman not be present within 5 minutes after the time appointed for the holding thereof, then the Vice-Chairman shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within 5 minutes of the time appointed for the holding of such meeting, those present of the trustees shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting, including, allowing or refusing to permit invitees to speak at any such meetings, provided however, that such invitees shall not be entitled to vote at any such meetings.
- 14.6 A Trustee or his appointed representative shall take minutes of every Trustee Committee meeting, although not necessarily verbalim, which minutes shall

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be reduced to writing without undue delay after the meeting will have closed and shall then be certified correct by the Trustees at their next meeting. All minutes of Trustee Committee meetings shall, after certification as aforesaid, be placed in a Trustee Committee minute book, which shall be open for inspection at all reasonable times by a Trustee, the Auditors, and the Members.

- 14.7 All competent resolutions recorded in the minutes of any Trustee Committee meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the Trustee Committee shall be of any force or effect, or shall be binding upon the Members or any of the Trustees unless such resolution is competent within the powers of the Trustee Committee.
- 14.8 A resolution signed by a quorum of the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Trustee Committee duly convened.
- 14.9 A Trustee is personally liable for any loss or damage suffered by the Association or any Member resulting from the lack of good faith, breach of trust, dishonesty or gross negligence of that Trustee or the Trustees jointly.
- 14.10 Subject to clause 14.9, a Trustee is not liable to any person for any act or omission or any loss or damage occurring in or arising from the exercise the powers or the performance of the functions of a Trustee.
- 14.11 Subject to clause 14.9, the Association indemnifies all Trustees for any cost, loss, damage or expenditure which they may incur or become liable for by reason of or arising from the exercise of their powers or the performance of their functions as Trustees.
- 14.12 A Trustee shall not be liable for the acts, receipts, neglects or defaults of the Auditors or any of the other Trustees, whether in their capacities as Trustees or as Chairman or Vice-Chairman or Treasurer, or for any loss or expenses sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Trustee Committee for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested or for any loss or damage arising from the insolvency of any person with whom any monies, securities or effects shall be deposited or for any loss or damage occasioned by any error of judgement or oversight on his or her part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his or her office in relation



thereto, unless same shall happen through a lack of good faith or breach of duty or breach of trust.

15. GENERAL MEETINGS OF THE ASSOCIATION

15.1 The Association shall within three months after the end of the financial year of the Association, hold a general meeting as its annual general meeting.

15.2 Such annual general meeting shall be held at such time and place, subject to these presents, as the Trustee Committee shall decide from time to time.

15.3 All general meetings other than annual general meetings are special general meetings.

15.4 The Trustee Committee :

15.4.1 may convene a special general meeting whenever they think fit; and

15.4.2 shall convene a special general meeting within 21 (twenty one) days, if requested to do so in writing by at least 10 (ten) Members (who will provide detailed reasons therefor), provided that the Trustees can not resolve the matter within 10 (ten) days after receiving the written request.

16. NOTICE OF MEETINGS OF THE ASSOCIATION

16.1 The Trustee Committee must give at least:

16.1.1 21 (twenty one) days notice to Members of the annual general meeting; and

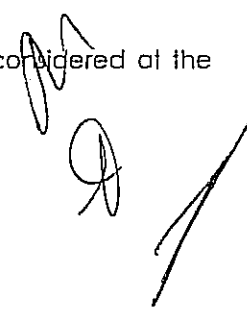
16.1.2 14 (fourteen) days notice to Members of all special general meetings.

16.2 The notice of the annual general meeting and special general meetings must include:

16.2.1 the place, date and time of the meeting;

16.2.2 an agenda;

16.2.3 the particulars of any draft resolutions to be considered at the meeting;



- 16.2.4 any proposed amendments to the Regulations;
- 16.2.5 any proposed amendments to fines.
- 16.3 The notice of the annual general meeting must also include:
 - 16.3.1 minutes of the previous annual general meeting and any special general meetings;
 - 16.3.2 a copy of the most recent audited financial statements;
 - 16.3.3 the previous financial year's financial statements;
 - 16.3.4 a Chairman's report, which includes a finance report endorsed by the Trustees;
 - 16.3.5 budget and levy contributions for the coming year;
 - 16.3.6 Trustee nomination forms.
- 16.4 The period of 21 or 14 days, as the case may be, is calculated from the day following the date on which the posting or transmission notices to all Members has been completed.
- 16.5 The unintended omission to give notice to a particular Member of a meeting or of any draft resolution, or to give any other notification, or to send any document required to be given or sent in terms of this constitution, or the non-receipt of any such notice, notification or document does not invalidate the proceedings at or any resolution passed at the meeting concerned.

17. QUORUM FOR GENERAL MEETINGS

- 17.1 No business shall be transacted at an annual general meeting or special general meeting unless a quorum is present.
- 17.2 The quorum for an annual general meeting or special general meeting is the presence, in person or by proxy of at least 15% of the total number of Members entitled to vote.
- 17.3 If, within 15 (fifteen) minutes of the time appointed for the general meeting, a quorum is not present, no meeting will have been held and the intended meeting will be rescheduled in terms of clause 16 above (in particular, there must be compliance with the requirement in respect of the notice period), save that annexures to the original notice, other than an agenda and

Trustee nomination form, will not be included with the notice of the rescheduled meeting.

- 17.4 If, at a meeting rescheduled in terms of clause 17.3, a quorum is not present within 15 (fifteen) minutes of the time appointed for the rescheduled meeting, the Members present in person or by proxy shall constitute a quorum.

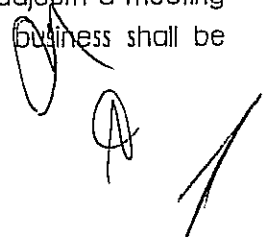
18. AGENDA AT GENERAL MEETINGS

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

- 18.1 the consideration of the Chairman's report to the Trustee Committee;
- 18.2 the election of the Trustee Committee;
- 18.3 the consideration of any resolutions proposed for adoption by such meeting and of which due notice has been given, and the voting upon any such resolutions;
- 18.4 the consideration of the financial statements of the Association for the last financial year of the Association preceding the date of such meeting;
- 18.5 the consideration of the report of the Auditors;
- 18.6 the consideration of the budget;
- 18.7 the consideration and appointment of the Auditors for the financial year of the Association preceding the annual general meeting and the appointment of Auditors for the current financial year.

19. PROCEDURE AT GENERAL MEETINGS

- 19.1 The Chairman shall preside as such at all general meetings, provided that should he or she not be present within five minutes after the time appointed for the holding thereof, then the Vice-Chairman, shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within five minutes of the time appointed for the holding of such meeting, then any of the Trustees present at such meeting may act as Chairman at such meeting.
- 19.2 The Chairman may, with the consent of any general meeting at which a quorum is present (and if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be



transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Prior to adjourning a meeting, the Chairman shall select a venue, time and date for the adjourned meeting, which meeting shall be held within 14 (fourteen) days after the initial meeting.

19.3 The general meeting may also be attended by the Managing Agent appointed by the Association who will then be responsible for:

19.3.1 establishing that a quorum is present;

19.3.2 counting any votes taken;

19.3.3 acting as a facilitator, when called upon to do so; and

19.3.4 taking minutes.

19.4 Except as otherwise set forth in these presents, all general meetings shall be conducted in accordance with generally accepted practice.

20. PROXIES FOR GENERAL MEETINGS

20.1 A Member may be represented at a general meeting by a proxy (the proxy is only valid for one particular general meeting), who need not be a Member of the Association, provided that:

20.1.1 the Member, represented by that proxy is not permanently resident at the Greenways Estate;

20.1.2 if the Member is permanently resident at the Greenways Estate, he or she will not be in the greater Cape Town area on the day of that general meeting and, the said proxy is submitted together with an affidavit to that effect by that Member;

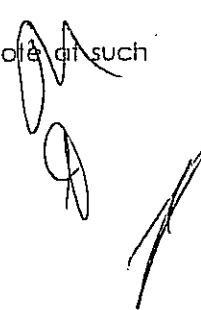
20.1.3 the proxy is the spouse of a Member.

20.2 The document appointing a proxy shall be in writing signed by the Member concerned or his or her duly authorised agent in writing, but need not be in any particular form, provided that where a Member is more than one person, any one of those persons may sign the instrument appointing a proxy on such Member's behalf, where a Member is a company, the same may be signed by the Chairman of the board of directors of the company or by its secretary, and where an Association of persons, by its secretary thereof.



- 20.3 The document appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof shall be deposited at the office of the Home Owners Association or Managing Agent at least 24 hours before the time fixed for the meeting, or rescheduled meeting, at which the person named in the document is proposed to vote. All such documents must be available for inspection by any person at the meeting concerned.
- 20.4 A vote given in accordance with the terms of a proxy shall be valid notwithstanding the death of the principal or revocation of the proxy, provided that no notice in writing of the death or revocation was received by the Trustee Committee at least one hour before the time fixed for the holding of the meeting.

21. VOTING AT GENERAL MEETINGS

- 21.1 At every general meeting, every Member present in person or by proxy and entitled to vote shall have one vote for each Land Unit registered in his or her name. Provided that if:
- 21.1.1 a Land Unit is registered in more than one person's name, then they shall jointly have one vote;
- 21.1.2 two or more original Everts are consolidated, the registered owner of the consolidated Land Unit will have voting rights as if the consolidation had not taken place.
- 21.2 Save as expressly provided for in these presents, no person other than a Member (whether a natural person, director or member of a company or close corporation, trustee of a trust or partner in a partnership) duly registered, and who is no more than 1 (one) month in arrear with any levy or other amount (if any) which shall be due and payable to the Association in respect of or arising out of his or her 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.
- 21.3 At any general meeting, voting shall be by a show of hands, save for:
- 21.3.1 voting upon a resolution proposed for adoption by the meeting;
- 21.3.2 the election of Trustees; or
- 21.3.3 where a poll is required by any person entitled to vote at such meeting.
- 

- 21.4 Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.
- 21.5 The person presiding at a general meeting has a deliberative vote and, in addition, has and must cast a deciding vote when there is an equality of votes on any question except for the election of Trustees.
- 21.6 Unless, before the closure of a general meeting a Member present at the meeting in person or by proxy has objected to any declaration made by the person presiding at the meeting after the result of any voting at the meeting, or to the propriety or validity of the procedure at the meeting, such declaration is regarded to have been properly and validly made and that the proceedings were properly conducted. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive. An entry in the minutes to the effect that any resolution has been adopted or rejected, is conclusive proof of the vote so recorded if the entry corresponds with the declaration made by the person presiding as to the result of the voting.
- 21.7 If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter, such difficulty or dispute is to be determined by the Chairman whether or not the Managing Agent has been appointed to count the votes, and his or her decision shall be final and conclusive.
- 21.8 A declaration made in good faith by the Chairman of a general meeting to the effect that, either on a show of hands or a poll, a resolution has or has not been passed, shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed.
- 21.9 Subject to the provisions of clause 22, decisions taken at general meetings shall be carried by a majority of the Members.
- 21.10 An individual Member shall have the right to veto any proposal for material changes to the Common Area which that Member is able to show will have a substantial effect on the value of their Land Unit.

22. SPECIAL RESOLUTION

22.1 A resolution shall be a special resolution if it relates to:

22.1.1 any amendment to this constitution, or



22.1.2 material changes to the area of, intended use of or construction of any improvements on the Common Area;

22.1.3 the sale, letting, alienation, or other disposal of, sub-division, transfer, mortgage or other encumbrance of the Common Area as contemplated in clause 8.1.

22.2 Special resolution shall be passed at a general meeting properly called and constituted in terms of clause 16 and 17, by no less than 70% of the Members present, in person or by proxy, voting, by poll, in favour thereof.

23. OTHER PROFESSIONAL OFFICERS

Save as specifically provided otherwise in this constitution, the Trustee Committee shall at all times have the right to engage on behalf of the Association, the services of accountants, auditors, attorneys, advocales, architects, engineers, any other professional person or firm and/or any other employee/s whatsoever, for any reasons thought necessary by the Trustee Committee and on such terms as the Trustee Committee shall decide, subject to any of the provisions of these presents, provided that any expenditure incurred in respect of the above, shall not exceed 5% (five percent) of the total annual levy for the year in question unless authorised by the Members at a general meeting.

24. ACCOUNTS

24.1 The Association in general meeting or the Trustee Committee, may from time to time make reasonable conditions and Regulations as to the time and manner of the inspection by the Members of the accounts and books of the Association, or any of them, and subject to such conditions and Regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.

24.2 At each annual general meeting the Trustee Committee shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the Association, together with a proper balance sheet made up as at the last financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the Trustee Committee and the auditors if appointed, and there shall be attached to the notice sent to Members convening each annual general meeting, as set forth in clause 16.1 above, copies of such accounts, balance sheet and reports and of any other documents required by law to accompany the same.

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24.3 Should the Trustees or the majority of the Members so require, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors at least once a year.

25. BREACH

25.1 The Trustee Committee may investigate any suspected or alleged breach of this constitution and Regulations by any person.

25.2 If any Member:

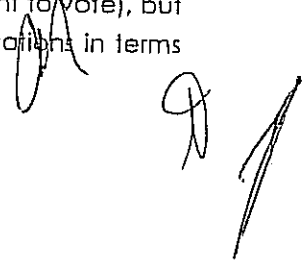
25.2.1 fails to pay by the due date any amount owing to the Association by that Member, and remains in default for more than 28 (twenty eight) days after the posting by registered mail of a written notice requiring payment; or

25.2.2 commits any other breach of this constitution and fails to commence remedying that breach within a period of 28 (twenty eight) days after the posting by registered mail of a written notice to that effect and to complete the remedying of such breach within a reasonable time,

the Trustee Committee may, without prejudice to any other rights or remedies which the Trustee Committee or the Association or any other Member may have in law, including the right to claim damages:

- institute legal proceedings on behalf of the Association against that Member for payment of the overdue amount or for compliance with this constitution;
- in the case of an outstanding debt referred to in clause 25.2.1, discontinue any service supplied by the Association to the Member or in respect of the Land Unit concerned;
- in the case of a breach of this constitution referred to in clause 25.2.2, to take such steps as it considers appropriate to remedy the breach complained of, and immediately recover all costs and expenses incurred in so doing from the Member;
- suspend the Member.

25.3 A suspended Member may not be entitled to any of the benefits or privileges of membership of the Association (including the right to vote), but the Member nonetheless remains bound to perform all obligations in terms of this constitution.



25.4 Without prejudice to any of the rights of the Trustee Committee or the Association in terms of this constitution or otherwise, should any Member fail to pay any amount due by that Member to the Association by the due date, that Member is liable for interest on the outstanding amount at the Prime Rate, plus 3% (three percent) calculated from the due date until the actual date of payment of the full amount.

25.5 The Trustee Committee may institute legal proceedings by way of application, action or otherwise in any court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of this constitution, or to recover levies or other amounts due to the Association, or in relation to any other matter it considers appropriate and without prejudice to any other rights which the Trustees or the Association or any other Member may have in law, the Trustees shall be entitled to recover from such Member all legal costs incurred by the Trustees or the Association, including attorney/client charges, tracing fees and collection commission.

26. SERVICE OF NOTICES

26.1 Notices relating to a breach of the Constitution by a Member or non-payment of any amounts owing to the Association by a Member, shall be in writing and shall be given or served by the Association upon any Member, either personally or by post in a prepaid registered letter, properly addressed to the Member at the address of the Land Unit owned by him or her.

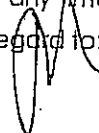
26.2 No Member shall be entitled to have a notice served on him or her at any address not within the Republic of South Africa, but any Member may require the Association, by notice, to record an address within the Republic of South Africa which shall be deemed to be his or her address for the purpose of the service of notices.

26.3 Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by post, shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

26.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

27. ARBITRATION

27.1 Any dispute, question or difference arising at any time between Member or between Members and Trustees out of or in regard to:



- 27.1.1 any matters arising out of this constitution and the Regulations;
or
- 27.1.2 the rights and duties of any of the parties mentioned in this
constitution; or
- 27.1.3 the interpretation of this constitution,

shall be submitted to and decided by arbitration on notice given by any party to the other parties who are interested in the matter in question.

27.2 Arbitration shall be held in Cape Town informally and otherwise upon the provisions of the Arbitration Act No 42 of 1965 (as amended or replaced from time to time) it being intended that if possible it shall be held and concluded within 21 Business Days after it has been demanded.

27.3 Save as otherwise specifically provided herein, the arbitrator shall be, if the question in dispute is:

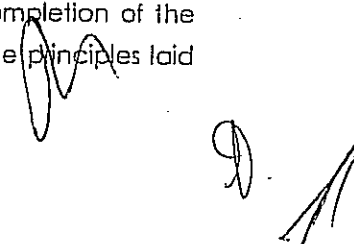
- 27.3.1 primarily an accounting matter - an independent accountant;
- 27.3.2 primarily a legal matter - a practising counsel or attorney of not less than 10 years standing;
- 27.3.3 any other matter - an independent and suitably qualified person appointed by the Auditors;

as may be agreed upon between the parties to the dispute.

27.4 If agreement cannot be reached on whether the question in dispute falls under clauses 27.3.1, 27.3.2 or 27.3.3 or upon a particular arbitrator in terms of clause 27.3.3, within 3 Business Days after the arbitration has been demanded, then:

- 27.4.1 the President for the time being of the Law Society of the Cape of Good Hope or its successor/s shall determine whether the question in dispute falls under clauses 27.3.1, 27.3.2 or 27.3.3; or
- 27.4.2 the President for the time being of the Law Society of the Cape of Good Hope shall nominate the arbitrator in terms of clause 27.3.1 within 7 Business Days after the parties have failed to agree so that the arbitration can be held and concluded as soon as possible within the 21 Business Days referred to in clause 27.2 above.

27.5 The arbitrator shall make his award within 7 days after completion of the arbitration and shall in giving his award, have regard to the principles laid



down in terms of this constitution. The arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.

27.6 The decision of the arbitrator shall be final and binding and may be made an order of the Cape Provincial Division of the High Court of South Africa or its successor/s upon the application of any party to the arbitration.

27.7 Notwithstanding anything to the contrary contained in clauses 27.1 to 27.7 inclusive, the Trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of these provisions.

28. EFFECTIVE DATE

28.1 This constitution shall come into force when it has been adopted in a general meeting in terms of clause 10 of the existing constitution.

29. AMENDMENTS TO CONSTITUTION

This constitution, or any part thereof, shall not be repealed or amended save by a special resolution adopted at an annual general meeting or a general meeting of the Members in terms of clause 22.

30. MANAGING AGENT

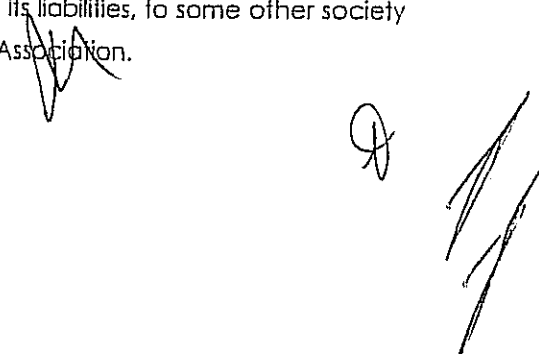
The Trustees shall be entitled to appoint a Managing Agent from time to time to assist with the control, management and administration of the affairs of the Association and to exercise such power and duties as may be entrusted to them by the Trustees, including the power to collect levies and to appoint a supervisor.

31. PERSONAL LIABILITY OF THE MEMBERS

No member of the Association shall incur any personal liability in respect of acts done or liabilities incurred by, or on behalf of the Association.

32. WINDING-UP

The Association may be wound up or liquidated by unanimous resolution of all the Members, provided that it will upon its winding-up or liquidation, be obliged to give or transfer its remaining assets, after the satisfaction of its liabilities, to some other society or association with its objects similar to those of the Association.



33. LIMITATION AND DISTRIBUTION OF PROFITS

Notwithstanding anything to the contrary contained in this constitution, the Association shall not be permitted to distribute any of its profits or gains to any person and shall utilise its funds solely for the advancement of the objects for which it has been established.

34. STATUS OF THE ASSOCIATION

The Association is an association:

- 34.1 with legal personality with a distinct and separate legal entity, capable of suing and being sued in its own name;
- 34.2 not for profit, but for the benefit of the Members;
- 34.3 with the right to acquire, hold, lease and alienate property, both movable and immovable, with the capacity to acquire rights and obligations, incur expenses and have perpetual successions.
- 34.4 The property, funds and assets of the Association vest in the Association in accordance with this constitution. None of the Members and Trustees in their personal capacities have any right, title, interest to or in property, funds or assets of the Association.
- 34.5 All actions suits proceedings at law or any arbitration shall be brought by or against the Association in the name of the Association and the Trustees may authorise any person or persons to act on behalf of the Association and to sign all such documents and to take all such steps as may be necessary in connection with any such proceedings.

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