

Document lodged with CIPC

2018 -08- 03



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MACROC

Companies and Intellectual Property Commission
Republic of South Africa

Form CoR 15.2

About this Notice

- This notice is issued in terms of Section 16 of the Companies Act, 2008, and Regulation 15 (2) and (3) of the Companies Regulations, 2011.
- A notice of amendment must be filed within 10 business days after the amendment has been effected.
- If the amendment has changed the name of the Company, the provisions of the Act and Regulations applicable to company names apply.
- If the amendment has submitted a new memorandum of incorporation in place of the previous one, a copy of the new memorandum must be appended to this Notice.
- The fee for filing this notice is R 250. See item 3 of Table CR2B. A transitional amendment of a pre-existing company, filed in terms of Schedule 5, item 4 (2) is exempt from the fee.

Contacting the
Commission

The Companies and Intellectual
Property Commission of South Africa

Postal Address

PO Box 429

Pretoria

0001

Republic of South Africa

Tel: 086 100 2472

www.cipc.co.za

Notice of Amendment of Memorandum of Incorporation

Date: 3 August 2018

Concerning: Amendments to the MOI

(Name and Registration Number of Company)

Name: THE GOWRIE FARM HOMEOWNERS ASSOCIATION

Registration number: 2006/020641/08

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



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



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



(Later Date as shown on Notice of Incorporation)

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



A copy of the amendment to the Memorandum; or



A copy of the Memorandum of Incorporation, as amended.

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



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



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

(Personal Liability Companies only)

As a result of this amendment, the company: N/A



Will remain a personal liability company;



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

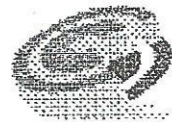
on

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

JOHN RICHARD PAGE (CHAIRMAN)

Authorised Signature:

COR15.2



**Companies and Intellectual
Property Commission**
a member of the sbs group

Date: 16/08/2018

Our Reference: 111728580
Box: **205652**
Sequence: **13**

VHUTSHILO LUKAS MUKWENA
PO BOX 7750
CENTURION
PRETORIA
0046

RE: Amendment to Company Information

Company Number: 2006/020641/08

Company Name: GOWRIE FARM HOMEOWNERS ASSOCIATION NPC

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 03/08/2018.

The Amendment of Memorandum of Incorporation (1) was accepted and placed on file.

Yours truly

Commissioner: CIPC

NNB NNB

Please Note:

The attached certificate can be validated on the CIPC web site at www.cipc.co.za.

The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

Call Centre Tel 086 100 2472, Website www.cipc.co.za



**Certificate issued by the Companies and Intellectual Property
Commission on Thursday, August 16, 2018 01:57
Certificate of Confirmation**



Companies and Intellectual
Property Commission
+ member of the SAGP

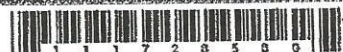
Registration number	2006 / 020641 / 08
Enterprise Name	GOWRIE FARM HOMEOWNERS ASSOCIATION NPC
Enterprise Shortened Name	None provided.
Enterprise Translated Name	None provided.
Registration Date	30/06/2006
Business Start Date	30/06/2006
Enterprise Type	Non Profit Company
Enterprise Status	In Business
Financial year end	February
Main Business/Main Object	CARRY ON A HOMEOWNERS ASSOCIATION IN RESPECT OF A PROPERTY KNOWN AS FARM GOWRIE NO 17939
Postal address	P O BOX 12126 DORPSPRUIT PIETERMARITZBURG KWA-ZULU NATAL 3206
Address of registered office	5 MONTROSE PARK BOULEVARD VICTORIA COUNTRY CLUB OFFICE PARK PIETERMARITZBURG KWA-ZULU NATAL 3201



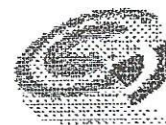
The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.

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**Certificate issued by the Companies and Intellectual Property
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Certificate of Confirmation**



Companies and Intellectual
Property Commission
a member of the SAGroup

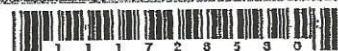
Registration number 2006/020641/08
Enterprise Name GOWRIE FARM HOMEOWNERS ASSOCIATION NPC
Auditor Name THORNTON-DIBB VAN DER LEEUW AND PARTNERS
Postal Address P O BOX 276
PIETERMARITZBURG
3200

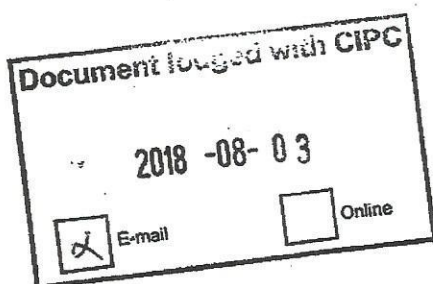
Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appoint-ment date	Addresses
BROWN, CHRISTOPHER MCKENZIE	5112315099083	Director	21/11/2015	Postal: P O BOX 14, NOTTINGHAM ROAD, NOTTINGHAM ROAD, KWA-ZULU NATAL, 3280 Residential: ERF 264, GOWRIE FARM, NOTTINGHAM ROAD, KWA-ZULU NATAL, 3280
PRICE, DUNCAN WYNTER	6409225225082	Director	21/11/2015	Postal: P O BOX 1579, NOTTINGHAM ROAD, NOTTINGHAM ROAD, KWAZULU-NATAL, 3280 Residential: COTTAGE LANE, GOWRIE FARM, NOTTINGHAM ROAD, KWAZULU-NATAL, 32080
PAGE, JOHN RICHARD	5311095017089	Director	20/03/2015	Postal: P O BOX 1566, GOWRIE VILLAGE, NOTTINGHAM ROAD, KWA-ZULU NATAL, 3280 Residential: 300 GOWRIE FARM, NOTTINGHAM ROAD, NOTTINGHAM ROAD, KWA-ZULU NATAL, 3280
BROWN, JUANITA BARBARA	5009190220083	Director	09/11/2013	Postal: P O BOX 12126, DORPSPRUIT, DORPSPRUIT, KWA-ZULU NATAL, 3206 Residential: GOWRIE FARM, NOTTINGHAM ROAD, NOTTINGHAM ROAD, KWA-ZULU NATAL, 3280



The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA.
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Annexure "A"

Amendment to the Memorandum of Incorporation

of

Gowrie Farm Homeowners Association NPC

Registration No. 2006 / 020641 / 08

1 CLAUSE 56: CALCULATING LEVIES

That clause 56.2 of the Memorandum of Incorporation be replaced with the following clause:

- 1.1 56.2 During the development period, the developer shall pay no levy on each of the undeveloped properties owned by the developer which have not been transferred. In the case of property which the developer has developed or does develop during the development period, a levy shall be payable from the time when a building on the property has been completed and an occupation certificate issued. In the event of a building taking longer than 12 months to complete, then the levy shall be payable 12 months after work has commenced. During the development period the developer shall however contribute any shortfall in respect of operating costs of the company after taking into account all of the levies payable by the members.

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GOWRIE FARM HOMEOWNERS ASSOCIATION NPC

Registration No. 2006 / 020641 / D8

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS GIVEN THAT a meeting of the members of the company will be held on 5 October 2017 at Gowrie Farm, Nottingham Road.

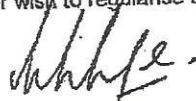
The following special resolution will be considered and, if deemed fit, will be passed with or without modification:

SPECIAL RESOLUTION: AMENDMENT TO MEMORANDUM OF INCORPORATION: CALCULATING LEVIES (CLAUSE 56)

1. That the Company adopt the proposed amendments to the Memorandum of Incorporation as set out in the attached document marked Annexure "A".
2. That the Chairman of the Home Owners Association is authorised to lodge the attached amendments to the Memorandum of Incorporation, and a Notice of Amendment of Memorandum of Incorporation, with the Companies and Intellectual Property Commission.

The reason for the proposed special resolution is as follows:

1. Clause 56.2 of the Memorandum of Incorporation currently provides that, during the development period, the developer is not liable for any levies on units owned by the developer which have not been transferred.
2. In order to regularise the payment of levies by the developer in respect of Erf 206 Nottingham Road (The Charles Smythe Cottage), it is necessary to amend clause 56.2 of the Memorandum of Incorporation. The developer is paying levies on Erf 206 Nottingham Road but this is not correct in terms of the Memorandum of Incorporation. The Homeowners Association and developer wish to regularise this matter.



CHAIRPERSON OF THE BOARD OF DIRECTORS



Document lodged with CIPC

2018 -08- 03

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GOWRIE FARM HOMEOWNERS ASSOCIATION NPC

Registration No. 2006/020641/08

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS GIVEN THAT a meeting of the members of the company will be held on 5th October 2017, at 17h30 at the Clubhouse at Gowrie Farm.

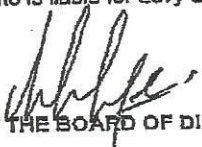
The following special and ordinary resolutions will be considered and, if deemed fit, will be passed with or without modification:

SPECIAL RESOLUTION: AMENDMENT TO MEMORANDUM OF INCORPORATION: LEVY STABILISATION FUND

1. That the Company adopt the proposed amendments to the Memorandum of Incorporation as set out in the attached document marked Annexure "A".
2. That the Chairman of the Homeowners Association is authorised to lodge the attached amendments to the Memorandum of Incorporation, and a Notice of Amendment of Memorandum of Incorporation, with the Companies and Intellectual Property Commission.

The reason for the proposed special resolution is as follows:

1. Articles 9.2.2 and 63 of the company's Memorandum of Incorporation are out of sync with the Sale Agreement and the practice of the Home Owners' Association. The Sale Agreement provides that the seller is liable for the Levy Stabilisation Fund contribution on sale of his or her property, while the Memorandum of Incorporation suggests that the purchaser is liable. It is proposed to bring the Memorandum of Incorporation in line with the Sale Agreement and practice. (The original provisions of article 63 have been carried forward from the Memorandum of Incorporation; the relevant changes are to article 63.5).
2. The effect of the adoption of the amendments to the Memorandum of Incorporation will be to make it clear that it is the seller, and not the purchaser, who is liable for Levy Stabilisation Fund contributions.


CHAIRPERSON OF THE BOARD OF DIRECTORS

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Annexure "A"

Amendment to the Memorandum of Incorporation

of

GOWRIE FARM HOMEOWNERS ASSOCIATION NPC

Registration No. 2006/020641/08

1 ADOPTION OF THIS AMENDMENT TO THE MEMORANDUM OF INCORPORATION

The Company resolved by a special resolution of the members passed on 5TH OCTOBER 2015 to amend its existing Memorandum of Incorporation on the basis set out in this document.

2 ARTICLE 9: SALE AND TRANSFER OF UNITS

That article 9.2.2 of the Memorandum of Incorporation be replaced with the following article:

2.1 Article 9.2.2

The seller's contribution to the Levy Stabilisation Fund has been paid or that prior provision has been made to the satisfaction of the directors for payment at registration;

3 ARTICLE 63: LEVY STABILISATION FUND

That article 63 of the Memorandum of Incorporation be replaced with the following article:

3.1 Article 63: Levy Stabilisation Fund

63.1 A Levy Stabilisation Fund has been established for the purpose of generating funds to assist with the maintenance and development of the common property.

63.2 The Levy Stabilisation Fund shall be managed by the Board of Directors or, should the Board choose, by the finance committee.

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- 63.4 Contributions to the Levy Stabilisation Fund shall be made on the date of registration of transfer from the funds of the seller. The conveyancer must ensure that the contribution is made.
- 63.5 Upon transfer of a property or unit from a member or any successor in title, the seller must pay –
- 65.2.1 If the property concerned is vacant, 1% of the selling price payable at that time; or
- 65.2.2 If the property concerned is developed, 0,5% of the selling price payable at that time,
- as a contribution to the Levy Stabilisation Fund.
- 63.6 The conveyancers attending to such transfer shall be required to pay such amount and the company shall not grant consent to the transfer until such time as it receives a satisfactory guarantee or undertaking from the conveyancers.
- 63.7 No contribution is payable to the Levy Stabilisation Fund upon transfer of a property or unit from the developer or its successors in title.
- 63.7 The board is entitled to waive a levy stabilisation contribution if:
- 63.7.1 A unit is transferred to a company or trust and the board is satisfied that the transfer is part of a genuine restructuring of a member's assets; or
- 63.7.2 Ownership of a unit or undivided share in a unit, passes by inheritance to a deceased member's spouse as defined in Section 1 of the Estate Duty Act, 1955 (Act No 45 of 1955) or to a *bona fide* partner resident in the dwelling.

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2018 -08- 03

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Gowrie Farm

NOTTINGHAM ROAD

www.gowriefarm.co.za

Minutes of the Special and General Meeting of the Gowrie Farm Homeowners Association held at Gowrie Farm Club House on Thursday 05th October at 05:30 pm.

Present:

John Page, Chris Brown, Mark Watt-Pringle, Juanita Brown, Jess Appleford, Geoff Appleford, Dieter Schallen, Fiona Spence, David St Clair, Ruston and Robyn Muller, Steuart Pennington, David Worrall, Basil Logan, Peter Greene, Derik Greene, Richard Robertson, Guy Smith, Kari Greene, Colleen and Darryl Bardsley, George Clark, Mary and Mike Graham, Pamela Johnston, Doret & Ian Bailey, Idris & Mrs Pandor, Mark and Caryn Davies, Colin Brown, Kenneth Capes, John and Kath du Preez, Bryan Featonby-Smith, Trevor and Jacque Saulez, Russell Hampson.

Apologies:

Philippa and Simon Bekker, Kerry and Trevor Browse, Karen Melouney, Sheila Worrall, Ron Kennedy, Steve McCoy, Mellissa Connolly, Clair Robertson

Proxies received from the following erfs:

ERF 324, 288, 275, 317, 259, 244, 283, 303, 232, 279, 240

MINUTES

1. Notice convening the meeting

The notice for the meeting was sent out on the 5th of September 2017 by Genprop.

2. Apologies

The above Apologies were noted.

3. Phase 2 presentation update by Guy Smith.

The Chairman called upon Guy Smith to present the Developer's view on Phase two. Mr Smith started off by saying the Developer had no strong preference regarding the "go to"/"fall back" option. The original option that was signed for in all sale agreements being that should the developer wish to build a further 9 holes, then the purchaser hereby consents to the Developer applying to the relevant authorities for permission to build a further 9 holes and agrees to support such application.

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It is further agreed that should the developer apply to build a further 9 holes, then the Developer shall be entitled to apply for an additional 24 estate homes which shall be built in the approximate position as shown on the master plan.

Further options were set out in a letter from the Developer (dated 28th September 2017 and circulated on 29th September 2017) prior to the meeting.

GS also made mention that he was open to other/new options being put forward by the homeowners and that he wasn't putting any time pressure on the homeowners. His intention was to start the approval process but as this would take a long time, there was time for the GFHO to reach an agreement on which route to proceed with.

The approval process which will include an environmental impact study would need to be concluded prior to any work being done and this could take 2 years.

Guy then asked if there were any questions regarding the options presented. David St Clair asked that should any development go ahead what impact this would have on Homeowner golf subs.

Guy Smith mentioned he envisioned a +/- 30% increase in fees which should be enough for the club to cover the additional costs of 18 holes without any increase in rounds or membership (other than the extra 24 GFHOA members). There was also an expectation that there would be an increase in rounds but no way of knowing to what extent.

Mike Graham asked what GS thought the number of rounds would increase to if the course was an 18 hole? Guy said he was not able to quantify a figure here. Ian Bailey asked if the new development would have an effect on the current levies?

GS said that the GFHOA levies were separate from the golf club membership subscriptions.

Kenneth Capes enquired as to the impact the new holes and development would have on our current resources.

GS made it clear that the project could not start unless the authorities were satisfied that there was sufficient electricity and water available for the additional properties.

Steuart Pennington: gave his findings on golf fees at Boschoek and VCC for homeowner and normal members.

GS challenged the accuracy of these figures stating that he is currently a member at VCC and did not pay what Steuart was quoting.

Dave St Clair: asked respectfully if the meeting could remain on the topic at hand being the options surrounding Phase 2.

Dave said although he could not speak for the entire room it was the feeling on the ground that the majority of Homeowners didn't want further development on the estate and that the development of the addition to the golf course was probably not in the best interest of all. He queried GS about what impact this would have on the contractual clause that was signed in the Homeowners sale agreement.

GS stated that although he had no qualified legal answer regarding this he felt that the Court may be in favour of scrapping the original clause should approximately 80% be against it.

dhf

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Trevor Saulez commented that as someone who had bought into the concept of a golf estate he would like to see the course increase to 18 holes. He asked Guy how positive he was about going this route.

GS replied saying he was cautiously positive.

Russell Hampson made reference to the T20 cricket standard which the golf industry was looking at applying to golf. Basically shorter rounds of golf.

Basil Logan commented that if the applications took 3 years and the selling and infrastructure took another 5 years there would be nothing off the ground in under 9 years.

GS said that 12 stands would need to be sold before any development goes ahead with the golf course. Once the initial sales had taken place the golf course could be ready in 18 months and roads within 6 months.

The chairman then asked if there were further questions from the floor. No further questions were asked and Guy Smith left to attend another engagement at 6:09pm.

Post the departure of Guy Smith the Chairman told the floor that should any development take place the Board had asked the Developer to put in a 5 year building clause i.e. 5 years from date of purchase to build.

He asked for further comment or questions regarding the options.

Stewart Pennington summarised the options as he saw them. Option 1: 18 hole golf course and 24 homes. Option 2; buy out the Developer for 8million. Option 3 15 homes at the bottom area near Brookdale, same size and levies as current Homeowners have and are paying with no extension to the current golf course. JP then asked the Homeowners to come back to the Board in writing with a majority option to be tabled at the upcoming AGM.

Juanita Brown mentioned that this would need to be in the "Notice" that is required to go out 21 working days ahead of the AGM which did not give the Homeowners much time to decide.

David St Clair asked that the Board seek legal opinion on contractual law. He felt strongly that before the Homeowners could propose an option outside what was signed for they needed to know that this could be opposed.

Stewart Pennington asked the Homeowners what their option would be in that case?

Kenneth Capes raised the question of who owns the Golf Course and who would be taking on the risk i.e. The Developer or the Homeowners.

George Clark felt strongly that the Homeowners should stay away from the option of further holes on the Golf course, citing other developments that had tried this route and failed.

Trevor Saulez reminded the room that some like him had bought on the Golf Estate because of the Golf course and would like to see it grow to a full 18 holes.

David St Clair was of the opinion that the completion of the holes and homes would take in the region of 25 years. He personally felt he didn't want to see building, workers, litter and have security risks for such a long period of time and asked for a show of hands who else felt this way.

The Chairman then asked the people in the room who wanted to revert to what was written in their sale agreement contract? i.e. an 18 hole golf course and additional 24 stands.

chh

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Counting from those on the floor the number of erfs in favour of this was 7. No proxies were used for this exercise. Stands were counted on one erf per hand basis.

Mr Page then asked who (which erfs) were against building the 18 holes. By show of hands this was counted to be 18 erfs.

The chairman reminded the room that the Board then need a definite decision as to which option the Homeowners wanted.

Mr St Clair felt this could not be entertained until conclusive legal opinion on the original sale agreement had been gained to which the majority seemed in agreement.

Some of the Homeowners felt that the legal advice should be from an independent legal company.

Bryan Featonby Smith stated that should we get the answer on what percentage can change the contract then we are still left with the 3 options. It was noted the overwhelming majority of the floor wanted the Board to obtain legal opinion on the Contract regardless of the costs involved.

A few were of the opinion that it was in the interest of the Developer to seek this legal advice. The Chairman was asked to put this to Mr Guy Smith.

Steuart Pennington questioned as to how the building time clause which most had signed for had been removed from the agreement contract.

There was much discussion about the benefits, downsides and risks associated with extending or not extending the course, but it was agreed that this was largely pointless until the legality of changing the clause was cleared up.

The brief to the Chairman was to request the Developer to get an opinion on whether the original sale agreement with individuals could be changed by a majority vote of Homeowners and what percentage the vote would need to be.

4. **Passing of resolutions to amend articles 9.2, 63 and 53 of the MOI as per the attached Notices and proposed amendments.**

The Chairman explained the intention of both changes to the M.O.I. The proposed changes and intentions were sent out ahead of the meeting and tabled in the meeting.

All 11 proxies received were in favour of passing both resolutions listed above. By a show of hands from those present at the meeting the overwhelming majority were also in agreement of these changes.

5. **General Homeowner queries/concerns received prior to the meeting**

The Chairman stated for the record that no general Homeowner comments were received prior to the meeting.

The Chairman thanked all for attending the meeting. No further matters were discussed and the meeting ended at 7:01pm.

shhlye. *shhlye*