

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: 2025/07/01

Customer Code: Inoord

Concerning:

(Name and Registration Number of Company)

Name: EAGLES LANDING HOMEOWNERS ASSOCIATION NPC

Registration number: 1994/002720/08

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.
- 22-07-2023  
(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;
- N/a 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:

ERNST REINHARD SCHUTTE (DIRECTOR/CHAIRPERSON)

Authorised Signature:



**EAGLES LANDING HOMEOWNERS ASSOCIATION NPC**  
**REGISTRATION NUMBER: 1994/002720/08**  
**“ the company”**

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**AMENDMENT TO MEMORANDUM OF INCORPORATION – AS PER ANNUAL GENERAL MEETING  
DATED 22 JULY 2023**

**AMENDMENT TO SCHEDULE 4, BY ADDING PART H (new addition)**

**Part H**

The Directors in office, will be unable to commence any legal action without first obtaining a special resolution from the members at a general meeting. The restriction excludes any legal action taken by the directors in terms of and provided for in the MOI under Schedule 6 – Rules.

**EAGLES LANDING HOMEOWNERS ASSOCIATION**  
**REGISTRATION NUMBER: 1994/002720/08**  
**("the company")**

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Extract from the Twenty Fourth Annual General Meeting held by the members on Saturday 22 July 2023 at 09:30, at the Trailer Park, Eagles Landing, Southwinds

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**PRESENT:** See attached attendance register  
**NOTICE:** Notice was given.  
**QUORUM:** A quorum being present the meeting was declared properly constituted.

**RESOLVED**

**AMENDMENT TO SCHEDULE 4, BY ADDING PART H (new addition)**

IT WAS RESOLVED:

**Part H**

The Directors in office, will be unable to commence any legal action without first obtaining a special resolution from the members at a general meeting. The restriction excludes any legal action taken by the directors in terms of and provided for in the MOI under Schedule 6 – Rules.

**SIGNED AS A TRUE EXTRACT FROM THE TWENTY FOURTH ANNUAL GENERAL MEETING:**



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**ERNST REINHARD SCHUTTE**  
**CHAIRMAN**

containing the minutes of the proceedings of the Association, shall be conclusive proof 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.

- e) If a poll is duly demanded it shall be taken in such manner as the Chairperson directs, and the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be elected to determine the result of the poll.
- f) 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 on which the poll has been demanded.
- g) 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 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 a meeting, such declaration by the Chairperson shall be deemed 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 so recorded.

#### **Schedule 4 - Directors of the Association**

##### **Part A: Election of Directors**

- 1) At each Annual General Meeting, the existing Directors shall stand down from office, but may stand again for election.
- 2) A Director shall be an individual and a Member of the Association. A Director by accepting his appointment to office shall be deemed to have accepted to be bound by all the provisions of this Memorandum of Incorporation
- 3) Nominations for Members to take office as Directors may be made in writing, duly seconded by a Member, and lodged with the Managing Agent (5) five days in advance of the Annual General Meeting. Nominations may be also be made by Members at the Annual General Meeting.
- 4) The previous Chairperson or the Managing Agent or failing him, a temporary Chairperson nominated from amongst the Members present shall call for nominations for the vacant posts of Directors. All nominations must be seconded by a Member and the nominated member must indicate his preparedness to accept the nomination.
- 5) If valid nominations of between three and five Members are received, they shall be declared duly elected.

- 6) If valid nominations exceed five in number, the meeting will proceed to vote, with each Member present being able to cast one vote for each of his five preferred candidates. The five nominees who receive the highest number of votes will be appointed Directors for the term until the following Annual General Meeting.

#### **Part B: Removal and replacement of Directors**

- 1) A Director shall be deemed to have vacated his office as such upon:
  - a) His having become disqualified to act as a Director in terms of the provisions of the Act;
  - b) His being removed from office as provided for in the Act
  - c) In the event of him no longer meeting the requirements of being a Member of the Association
  - d) His estate being sequestrated, whether provisionally or finally;
  - e) The commission by him of any act of insolvency
  - f) His conviction for any offence involving dishonesty
  - g) His becoming of unsound mind or being found lunatic;
  - h) His resigning from such office in writing;

provided that anything done in the capacity of a Director in good faith by a person who ceases to be a Director, shall be valid until the fact that he is not a Director has been recorded in the minute book of the Association.

- 2) Upon any vacancy occurring in the Board of Directors, the vacancy in question may, should the remaining Directors so choose, be filled by a Member nominated by the remaining Directors. Such an appointment shall hold office until the Annual General Meeting immediately following his appointment.

#### **Part C Chairperson and Vice-Chairperson**

- 1) The Directors shall within 14 (fourteen) days after each Annual General Meeting appoint from their number a Chairperson and Vice-Chairperson who shall hold their respective offices until the Annual General Meeting next after their appointments provided the office of Chairperson or Vice-Chairperson shall ipso fact be vacated by a Director holding such office upon his ceasing to be a Director for any reason. In the event of any vacancy occurring in either of the aforesaid office at any time, the Directors shall immediately appoint one of their number as a replacement in the office.
- 2) Except as otherwise provided, the Chairperson shall preside at all meetings of the Board of Directors and all General Meetings of the Members, and, in the event of his not being present within five minutes of the scheduled time for the start of the meeting or in the event of his

having indicated his unwillingness to act, the Vice-Chairperson shall act in his stead or failing the Vice-Chairperson, a Chairperson appointed by the meeting.

**Part D**

- 1) Subject to the express provisions of this Memorandum of Incorporation, 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 this Memorandum of Incorporation 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.
- 2) Save as specifically provided in this Memorandum of Incorporation, 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 and on such terms as the Directors shall decide.
- 3) The Directors shall further have power:
  - a) To require that any construction of any sort within the Township shall be supervised to ensure that the provisions of this Memorandum of Incorporation and the rules are complied with and that all such construction is performed in a proper and workmanlike manner.
  - b) To issue an architectural and environmental design and maintenance manual in respect of the Township
- 4) The Board of Directors shall have the right to vary, cancel or modify its decisions from time to time.
- 5) The Board of Directors shall have the power to co-opt onto the Board any person or persons chosen by it, subject to such co-opted Director being a Member of the Association.
- 6) The Board shall be entitled to appoint committees consisting of such number of their Members and such outsiders, including the Managing Agent, as they may deem fit and delegate to such committees such of their duties as they may deem fit, with further power to vary and revoke such appointments and delegations as the Directors may from time to time deem necessary.
- 7) The Directors shall appoint an architectural review committee which shall consist of:
  - a) A practising professional architect duly qualified to practise as such on his own account in the Republic of South Africa
  - b) 1(one) Director
  - c) Such other members as the Directors may determine.

- 8) Members of the architectural review committee shall not necessarily be required to be Members of the Association.
- 9) All plans for buildings, outbuildings, structures, additions and alterations shall be approved by the Directors who shall first submit such plans to the architectural review committee. The Directors shall not approve any such plan unless such plan shall first have been approved by the architectural review committee.

#### **Part E**

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.

#### **Part F**

- 1) The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they may think fit, subject to any provision of this Memorandum of Incorporation.
- 2) A quorum for a Directors' meeting to commence shall consist of more than 50% of the Directors.
- 3) Any resolution of the Board of Directors 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 of the meeting shall have a second or casting vote.
- 4) The Directors shall cause minutes to be kept of every Directors meeting, which minutes shall, without undue delay be reduced to writing and certified correct by the Chairperson. All minutes of Directors meetings shall, after certification be placed in a Directors minute book, to be kept in accordance with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The Directors minute book shall be open for inspection at all reasonable times by any Director, the Auditors, the Members and the Managing Agent.
- 5) Save as provided in this Memorandum of Incorporation, the proceedings of any Directors meeting shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

#### **Part G**

- 1) Directors shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of the duties as Directors
- 2) Directors shall be entitled to remuneration in respect of the performance of their duties as determined by the Members in a general meeting.

10) In calculating the Levy payable by any member, whether current or future, the following will apply:

- a) Where a member who has possession of adjoining erven and decides to consolidate such erven into one erf, the Directors will not assign to that member a lesser share of the costs and the Association will continue to account to the member for 2 (two) monthly levies on the same basis as before the consolidation was registered.
- b) A member, who purchases a consolidated erven, will be liable on transfer for 2 (two) monthly Levies on the same basis as before the consolidation was registered

**CAVEAT:** There can be no penalty against a seller who does not inform a purchaser of the consolidation as it cannot be enforced after the seller has alienated the erven.

#### **Schedule 6 – Rules**

- 1) Subject to any restriction imposed or direction given at a general meeting of the Association, the Directors may from time to time make house rules in regard to;
  - a) The standards and guidelines for the architectural design of all building and outbuildings, structures of any nature, swimming pools, tennis courts and all additions and alterations to such buildings, outbuildings or structures erected or to be erected in the Township, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials used on such structures to ensure an attractive, aesthetically-pleasing character to all buildings in the Township;
  - b) The siting of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts, and all additions and alterations to any thereof;
  - c) The standards and guidelines for the design of all site works, buildings, structures, installations and projections on the properties in the Township, including aerials, pergolas, side walls, swimming pools, tennis courts, awnings, Jacuzzis, carports, paved pathways and landscaping features and works;
  - d) The preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any property;
  - e) The right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
  - f) The conduct of any persons within the Township for the prevention of nuisance of any nature to any Member;
  - g) The preservation of the natural environment, vegetation and fauna in the Township;

- 8) The Association may in general meeting itself make any rules which the Directors may make and may in general meeting vary or modify any rules made by it or by the Directors from time to time.
- 9) All Rules must be reasonable and must apply equally to all owners of erven put to substantially the same use.

#### **Schedule 7: Accounts and Auditors**

- 1) The accounts and books of the Association shall be open to inspection of Members and any other authorised person at all reasonable times during business hours.
- 2) Immediately following the end of the Financial Year and the compilation of the Annual financial statements for that year, the Annual financial statements of the Association shall be examined and the correctness thereof ascertained by Auditors. The duties of the Auditors shall be regulated in accordance with all relevant legislation.
- 3) The report of the Auditors shall be sent to Members together with the annual accounts in advance of every Annual General Meeting.

#### **Schedule 8: General**

- 1) Every Director, servant, agent and employee of the Association and any Managing Agent, his employees, nominee 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 any case of a Director, his duties as Chairperson or Vice-Chairperson. Without prejudice to the generality of the afore-going, the Association shall specifically indemnify ever 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.
- 2) 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 Township generally, 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 land or buildings 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. The Directors in giving such notice to act shall be obliged reasonably.
- 3) The Association may require any Member to maintain the sidewalk (road reserve) and in case of a waterfront stand adjacent to his property, and in the event of such Member failing so to maintain such sidewalk (road reserve) and waterfront to the satisfaction of the Association, the