



Zevenbosch
Homeowners Association

Constitution

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1. Status

1. (1) The Zevenbosch Homeowners Association (“the HOA”) shall:

(a) have legal personality, perpetual succession, and be capable of suing and/or being sued, in its own name;

(b) comprise of all members of Zevenbosch Homeowners Association (“the HOA”).

(c) be assigned the functions and powers of the HOA in so far as it relates to the administration and management of the common areas of the HOA which may be used and enjoyed by the members of the HOA.

(d) not operate for profit but for the benefit of its members.

(2) No member in their personal capacity shall have any right, title or interest to, or in the funds, or assets of the HOA, which shall vest in and be controlled by the Executive Committee (“EXCO”).

(3) The HOA has been created as the overarching entity, with each erf within the HOA, subject to its own Constitution.

2. Objects

2. (1) The HOA shall have the following objects:

(a) to enforce and administer this Constitution;

(b) to regulate, control, manage, administer and maintain all common area/s;

(c) to regulate, control, manage and administer all security aspects of the common area/s;

(d) promote, advance and protect the HOA including its interests, as well as those of its members, and

(e) shall have the power to do all such acts as are necessary to accomplish the fulfilment of the foregoing objects, including, but not restricted to, powers specifically contained in this Constitution.

3. Powers

3. (1) EXCO, on behalf of the HOA, shall have all the powers to do such acts and perform such functions as are necessary to enable it to achieve the objects, provided that EXCO:

(a) shall at all times exercise its powers in the interests of the members, and subject to any member directive and/or restriction, as resolved from time to time;

(b) shall ensure that adequate fidelity insurance is in place as required by the Regulations to the CSOSA;

- (c) may establish such committee/s and/or sub-committee/s for the purposes of attending to any matter that EXCO may resolve;
- (d) may enter into agreements with third parties on behalf of the Association for any of its purposes;
- (e) may employ staff on behalf of the HOA;
- (f) may appoint and/or employ the services of accountants, advocates, attorneys, auditors, architects, engineers, land surveyors, town planners or any other professional firm or person, for any reason deemed necessary by EXCO, on such terms as EXCO shall decide, including the payment thereof, subject to budget approval by the members;
- (g) may delegate their powers where applicable to the managing agent duly appointed, which managing agent shall control, manage and administer the Association, and exercise such powers and duties, as may be entrusted to it;
- (h) shall approve, in their discretion, the level of services, and the cost thereof, that the Association requires in respect of maintenance, cleaning, gardening and similar;
- (i) shall take steps in all matters of common interest in respect of the Association, and without detracting from the generality thereof, including common sewage, electricity supply, landscaping, maintenance of refuse facilities, removal of refuse and similar;
- (j) shall have the power to acquire security infrastructure, such as electric fencing, security cameras, access control systems and similar, subject to budget approval by the members;
- (k) shall have the power to sell, let or otherwise alienate any part of the common area;
- (l) may make regulations and/or rules not inconsistent with this Constitution:
 - (i) for the conduct of all members;
 - (ii) to levy and collect contributions from members;
 - (iii) for the conduct of EXCO at their meetings, in accordance with the relevant provisions of the CSOSA, and meetings of the HOA, in accordance with the provisions of common law in regard to conducting of meetings;
 - (iv) as to the resolution of disputes generally;
 - (v) for the furtherance and promotion of any of the objects of the HOA;
 - (vi) for the better management of the affairs of the HOA, and

(vii) for the advancement of the interest of all members.

(m) may investigate any suspected or alleged breach, by any member of the HOA or EXCO, of this Constitution, in such reasonable manner as they shall decide from time to time;

(n) may institute or defend actions in the name of the HOA, and

(o) shall have the right to vary, cancel or modify any of their decisions and/or resolutions from time to time.

(p) to take cession of the Servitude Area.

4. Definitions and interpretation

4. (1) In this Constitution, the following words and expressions shall have the meanings hereby assigned to them:

(a) **“Act”** means the Sectional Titles Schemes Management Act 8 of 2011, as amended from time to time, and any Regulations and rules made, and in force, thereunder;

(b) **“alienate”** means the alienation of a unit, whether by way of sale, exchange, donation, deed, intestate succession, will, cession, assignment, court order, insolvency or liquidation, irrespective of whether such alienation is subject to a suspensive or resolutive condition and “alienation” shall have a corresponding meaning;

(c) **“Auditors”** means the auditors of the HOA from time to time, being responsible for the preparation of the financial statements;

(d) **“body corporate”** means the body corporate within the HOA, as defined under body corporate in the Act;

(e) **“building”** means any building in any scheme and/or on common areas of the HOA;

(f) **“common area”** means all common area/s in the HOA;

(g) **“common property”** means the common property as defined in the Act, and as depicted the sectional plan of the body corporate;

(h) **“Community Schemes Ombud Service Act”** means the Community Schemes Ombud Service Act 9 of 2011 (“the CSOSA), as amended from time to time, and any Regulations made and in force thereunder;

(i) **“Constitution”** means the Constitution of the HOA;

(k) **“Effective Date”** means the date of registration of the transfer of any portion of the Site.

(l) “**EXCO**” means the Executive Committee, for the time being, of the HOA appointed in terms of the Constitution;

(m) “**levy**” means the contribution by members so determined by EXCO for the recovery of the expenses and the reserves of the HOA, recovered on a monthly basis in advance. “levies” shall have a corresponding meaning;

(n) “**Local Authority**” means the City of Cape Town;

(o) “**managing agent**” means any person/s or entity, duly appointed by the HOA, as an independent contractor, to act as its agent, as set out in the management agreement, for the purposes of managing the HOA;

(p) “**member**” means every registered owner of an erf and/or section, and every registered purchaser from time to time of an erf and/or section. If a member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations in terms of this Constitution. “**Members**” shall have a corresponding meaning.

(q) “**ombud**” means a person contemplated in the Community Schemes Ombud Service Act 9 of 2011;

(r) “**owner**” means the person/s in whose name the erf and/or unit is registered at a deeds registry, or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who is deceased, or the representative of an owner who is a minor, or of unsound mind, recognised by law, and “**owned**” and “**ownership**” have a corresponding meaning;

(s) “**Homeowners Association and/or HOA**” means The Zevenbosch Homeowners Association, its members being The Zevenbosch Homeowners Association, on parent property being Erf 27828 Kuils River (hereinafter referred to as “The Site”) in the City of Cape Town, Stellenbosch Division, Western Cape Province.

(t) “**resolution**” means a resolution passed at an annual general meeting or any other general meeting of the HOA by an ordinary majority of the total votes represented at such meeting by members present in person or by proxy.

(u) “**section**” means primary and utility section/s within the scheme;

(v) “**security**” means the security service provider appointed by the HOA at any time to enforce security and access control measures within the common area/s, and

(w) “**unit**” means the various units/erven of the scheme

(x) **"Sanral servitude area"** means the area of the Sanral property over which Sanral granted an access servitude in favour of the Developer, being the portion of the Sanral property from the main entrance to connect the the Zevenwact link road, for the Development to have perpetual access (inclusive of any ancillary land within the servitude granted by Sanral) to the common property of the HOA.

(2) In the interpretation of this Constitution, unless the context otherwise indicates:

(a) the headings to these provisions are for reference purposes;

(b) where numbers are expressed in words and in numerals, the words shall prevail should there be any conflict;

(c) words and expressions used herein shall have the meaning assigned to it in the Constitution;

(d) words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons and vice versa;

(e) when any number of days is prescribed in this Constitution, and the exact reckoning of these days are not prescribed, then the number of days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or a proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday;

(f) reference to natural persons includes legal persons and the converse shall apply, and

(g) any annexure to this Constitution is deemed to be incorporated in and form part of this Constitution.

5. Membership

5. (1) The members of the HOA shall be:

(a) an owner of an erf, upon registration of transfer of the erf into their name, provided that where an owner comprises more than 1 (one) person, such persons shall be deemed jointly to be 1 (one) member, and shall be jointly and severally liable to comply with their obligations as a member, provided further that such person/s cease to be a member when they are no longer the registered owner/s of an erf;

(2) A member is not permitted to transfer, assign or resign their membership.

5. (3) As soon as possible after the Local Authority issues its approval to develop the Site, the developer shall, in writing, adopt a draft constitution to be lodged with the Local Authority for its approval as required. From the date of adoption of the draft constitution by the Developer, the constitution and

the HOA are deemed to be established for purposes of registration of a negative servitude against the HOA; for all other requirements, including members' rights and obligations, will be deemed established as of the Effective Date.

6. Members obligations

6. (1) Every member is obliged to comply with:

(a) the provisions of this Constitution, and

(b) any agreement concluded on behalf of the HOA insofar as such agreement may directly or indirectly impose obligations on a member in its capacity as a member.

(2) The rights and obligations of a member shall not be transferable, and every member shall, to the best of their ability, further the objects and interests of the HOA.

(3) The members shall be jointly liable for expenditure incurred in connection with the HOA.

(4) A member shall not sell, alienate or give transfer of an erf or unit unless:

(a) the proposed transferee has irrevocably bound themselves to become a member of the HOA, and to observe the provisions of this Constitution, and

(b) the following condition shall be inserted into the Title Deeds of each of the erven and/or units within the HOA, binding each owner and all successors in title:

"The property may not be sold or transferred save with the written consent of The Zevenbosch Homeowners Association, which consent will not be unreasonably withheld."

7. Levies

8. (1) The HOA shall establish and maintain a levy fund for the purposes of meeting all expenses of the HOA in respect of:

(a) the cost of fulfilling any maintenance of the common area/s;

(b) payment of all expenses necessary or reasonably incurred in connection with the control, management and administration of the HOA, and

(c) in general the attainment of its objects.

(2) In calculating levies, EXCO shall take into account income, if any, earned by the HOA, and the allocation of voting rights to members as recorded herein. Furthermore, the levies shall be calculated by determining the expenses and liabilities which are common to all of the erven and units within the HOA

(3) EXCO shall be entitled to require that the HOA make contributions to such levy fund, in the form of levies, for the purposes of satisfying its expenses to equal as nearly as is reasonably practical such estimated amount.

(4) The levy payable by a member shall be determined in accordance with a budget which has been compiled and accepted by the EXCO members of the HOA.

(5) The procedure for raising and collecting levies shall be as follows:

(a) EXCO shall submit the estimated expenditure to the annual general meeting of the HOA for consideration, and

(b) the meeting shall be obliged to approve the following items of expenditure that are charged to the HOA:

(i) all rates and taxes payable by the HOA to the Local Authority;

(ii) the costs of the provider of security services, including security guards, monitoring and surveillance;

(iii) the fee payable to the HOA's appointed managing agent, and

(iv) the fee payable in regard to landscaping services.

(6) EXCO may, from time to time, make special levies upon its members effective from the date of the passing of its resolution in respect of such expenses which have not been included in the levies approved at the annual general meeting, and such levies may be imposed and shall be payable in 1 (one) sum or by such instalments, and at such time or times as EXCO may determine.

(7) All levies are due and payable on a monthly basis, in advance, and shall be paid by the 1st (first) day of each and every month.

(8) EXCO may determine that a levy is payable annually in advance in respect of the year for which it is calculated, or in such monthly instalments as it may determine.

(9) Until such time as a new levy pertaining to a forthcoming year has been determined, every member of the HOA shall continue to pay the existing levy currently in force.

(10) If the member fails to make payment on the due date of levies and/or other amounts payable by such member, including interest, the HOA may institute legal proceedings against such member without further notice, and such member will be liable for and shall pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the HOA in recovering such amounts.

(17) The decision of EXCO in calculating the levies shall be final and binding on all members, subject to any direction given or restriction imposed by the members at a general meeting and/or and Adjudication Order from CSOS.

(18) The developer is not obliged to pay any form of levies during the development period.

8. Accounts

8. (1) The financial year end of the HOA is the last day of June of each year.

(2) EXCO shall cause proper books of account and records to be kept, so as to fairly explain the transactions and financial position of the HOA including:

(a) a record of the assets and liabilities, and

(b) a record of all sums of money received and expended, and the matters in respect of which such receipt and expenditure incurred.

(3) On the written application of any member, EXCO shall make all or any of the books of accounts and records available for inspection by such member, on reasonable conditions which may be set by EXCO.

(4) The records and documents must be kept in such a manner as to be compliant with the Protection of Personal Information Act ("the POPIA").

(5) The HOA must appoint an information officer as the responsible party, under the POPIA, to ensure compliance with the POPIA, and to develop and apply a written policy relating to the procedures required to be followed within the HOA in regard to the implementation of the POPIA.

(6) The information officer, in their discretion, taking into consideration the provisions of the POPIA, must determine which record/s and/or document/s are confidential, and may not be distributed without the prior written consent of the information officer.

(7) Upon receipt of a request for access to the records and documents of the HOA for the purpose of inspection and copy/ies, the information officer must ensure that such request is made by a registered member/s or a person duly authorised in writing by the registered member/s or its duly authorised representative.

(8) When receiving a request for access to the records and documents of the Association for the purpose of inspection and copy/ies, the information officer must ensure that such request is in compliance with the POPIA, in that no such request will be permitted if the reason for such request is not provided by the party requesting such access for inspection and copy/ies, and further if the reason/s provided are not deemed reasonable in regard to the administration and management of the HOA, or any legitimate purpose under this Constitution.

(9) When a requesting party is in receipt of any record/s and/or document/s of the HOA, such person is responsible to ensure compliance with the POPIA in their intended use of the record/s and/or document/s so obtained.

(10) The HOA may, for legitimate purposes, utilize and/or process the record/s and/or documents of the HOA for the purposes of the administration and management of the HOA.

(11) EXCO shall cause all books of account and records to be retained for a period of 3 (three) years after completion of the transactions, acts or operations to which they relate.

(12) At each annual general meeting, EXCO shall lay before the HOA, financial statements for the immediately preceding financial year of the HOA. Such financial statements shall be drawn up in accordance with generally accepted accounting practice, and shall be accompanied by such additional reports as may be necessary at the discretion of EXCO.

(13) EXCO shall cause all monies received, to be deposited to the credit of an account/s with a registered commercial bank, in the name of the HOA, and such monies shall be withdrawn only for the purpose of payment of the expenses of the HOA or investment/s.

(14) Any funds not immediately required for disbursements may be invested in a savings or similar account with any financial institution, or any other registered deposit receiving institution approved by EXCO from time to time.

(15) Interest on monies invested shall be used for any lawful purpose in the interest of the HOA.

(16) The accounts of the HOA shall be examined annually and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors.

(17) The HOA shall not be permitted to distribute its funds to any person other than to a similar association of persons.

(18) Should the HOA be dissolved or wound up for any reason whatsoever, the remaining assets must be distributed to a similar association of persons with similar objects of the HOA, and which is also exempt from income tax in terms of section 10(1)(e)(iii) of the Income Tax Act 58, 1962, as amended, from time to time.

9. EXCO

9. (1) The EXCO is constituted with:

(a) 4 (Four) trustees of the HOA must be filled.

(2) A EXCO member is required to be a member of the HOA.

(3) An EXCO member shall, by accepting their appointment as such, be deemed to have agreed to be bound by the provisions of this Constitution.

(4) Each EXCO member shall continue to hold office until the annual general meeting of the HOA following their appointment, at which meeting such EXCO member shall be deemed to have retired from office but will be eligible for re-election at such meeting.

(5) An EXCO member shall be deemed to have vacated his office as such upon:

(a) their estate being sequestrated, whether provisionally or finally or upon their surrendering their estate;

(b) their making any arrangement or composition with their creditors;

(c) their conviction for any offence involving dishonesty;

(d) their becoming of unsound mind;

(e) their resigning from such office in writing;

(f) their being removed from office by a resolution of EXCO members, and

(g) their death.

(6) Notwithstanding the fact that a EXCO member shall be deemed to have vacated their office, anything done by such person in such capacity, in good faith, shall be valid until the fact that they are no longer an EXCO member has been recorded in the minutes of EXCO.

(7) Should the office of an EXCO member fall vacant prior to the next annual general meeting, such vacancy may be filled by a member of the HOA respectively.

(8) The EXCO will determine by majority resolution a chairperson from their number.

(9) Save as otherwise provided in this Constitution, the chairperson shall preside at all meetings of Exco members and all general meetings of the HOA, and shall perform all the duties incidental to the office of chairperson, and such other duties as may be prescribed by EXCO members, and shall allow or refuse to permit guests to speak at any such meetings, provided that any such guest shall not be entitled to vote at any meetings.

(10) If the chairperson vacates the chair during the course of a meeting or is not present or is, for any other reason, unable to preside at any meeting, the Exco members present at such meeting shall choose another chairperson for such meeting.

(11) If the chairperson vacates the office of the chairperson, the EXCO members shall elect another chairperson, who shall hold office as such for the remainder of the period.

(12) An EXCO member shall be disqualified from voting in respect of any contract, dispute and/or legal proceedings with the HOA, by virtue of any interest he may have therein save with the approval of the remaining EXCO members following full disclosure of such interest.

(13) No contract concluded on behalf of the HOA shall be valid and binding, unless it is signed by the chairperson and 1 (one) EXCO member, duly authorised by resolution of EXCO members, whereby the Association is bound, alternatively, and upon resolution of EXCO, 1 (one) duly appointed representative, in the circumstances as set in the discretion of EXCO.

(14) EXCO members shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as EXCO members and/or chairperson, 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.

(15) EXCO members may not make loans on to themselves.

(16) EXCO may make use of the services of a registered managing agent to fulfil its roles, such as chairing meetings.

(17) It is recorded, for the first 4 (four) years since establishment of the association, the developer will be the sole trustee of the Association, however the developer holds the power to appoint additional trustees, who need not be members, at their sole discretion.

10. EXCO meetings

10. (1) EXCO may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, provided that meetings shall be held at least once every 6 (six) months and that the chairperson has the right to convene meetings.

(2) The chairperson has the right to convene meetings, however an EXCO member may, provided they have the support, in writing, of 2 (two) other EXCO members, convene a meeting of EXCO at any time, by giving no less than 7 (seven) days written notice of a meeting, specifying the reason for calling such a meeting, provided further, that in case of urgency, such shorter notice as is reasonable in the circumstances, may be given.

(3) A resolution in writing, signed by all the EXCO members shall be valid and binding as if it had been passed at a meeting of EXCO duly convened and constituted.

(4) The quorum necessary for the holding of any EXCO meeting shall be a majority of the total number of EXCO members. Being a total of three.

(5) If no quorum is present within 15 (fifteen) minutes after the time for commencement of the meeting, it shall stand adjourned for the same time and place on the following day, which is not a Saturday, Sunday or public holiday

(6) If at such adjourned meeting, a quorum is not present within 30 (thirty) minutes after the time appointed for the meeting, EXCO members present shall form a quorum.

(7) Any resolution of EXCO shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against a resolution, the chairperson shall have a second or casting vote.

(8) A resolution signed by all the EXCO members shall be valid in all respects as if it had been duly passed at a meeting of EXCO members duly convened.

(9) The chairperson shall preside as such at all meetings of EXCO, provided that, should at any meeting of EXCO, the chairperson not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, those present of the EXCO members shall vote to appoint a chairperson for the meeting, who shall exercise all the powers and duties of the chairperson in relation to such meeting.

(10) An EXCO member may not be represented at a meeting of EXCO members by a proxy provided such proxy is an EXCO member, and direction is given as to how to exercise such proxy.

(11) In regard to minutes of EXCO meetings, EXCO shall ensure the following:

(a) that minutes are taken of every meeting;

(b) that minutes shall be reduced to writing, without undue delay, after the meeting has closed and shall then be certified correct by the chairperson of the meeting, and circulated to all members, and

(c) that all minutes are kept in minute books, to be retained for perpetuity.

(12) All resolutions recorded in the minutes of any meeting of EXCO, shall be valid and in full force and effect, as therein recorded, with effect from the passing of such resolution/s, and until varied or rescinded.

(13) No resolution or purported resolution of EXCO shall be of any force or effect, or shall be binding upon the members, or any of the EXCO members, unless such resolution is competent within the powers of EXCO.

(14) The proceedings of any EXCO meeting shall be conducted in such reasonable manner and form as the chairperson shall decide, in accordance with the Common Law of Meetings.

11. Indemnity

11. (1) Any person/s on the common area of the HOA, or using any of its facilities, do so entirely at their own risk, and no person/s will have any claim against the HOA of whatsoever nature arising from such use, nor for anything which may befall any person/s during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.

(2) The HOA will not be liable for any injury, loss or damage of any description that any person/s may sustain, physically or to their property directly or indirectly, in or about the common area or its amenities, nor for any act done or for any neglect on the part of the HOA, EXCO, or any of the HOA employees, agents and/or contractors.

(3) It is recorded that all risk and maintenance of the Servitude Area is transferred to the Developer from date of registration of the servitude and in terms of the agreement between the Developer and Sanral, the Developer had to indemnify SANRAL, its employees and or agents against any claims of whatever nature or in respect of death and or injury to any person, or loss or damage to any property which may arise out of, or in consequence of, or pertaining to, activities authorized by SANRAL. Aforesaid, All risk and maintenance of the Servitude Area is transferred to Zevenbosch Estate Homeowners Association from the date of establishment of the HOA. Zevenbosch Homeowners Association indemnifies SANRAL and the Developer, its employees and or agents against any claims of whatever nature or in respect of death and or injury to any person, or loss or damage to any property which may arise out of, or in consequence of, or pertaining to, activities authorized by SANRAL and the Developer.

12. Written consent

12. (1) Whenever the written consent of EXCO is required in terms of this Constitution, application for such consent must be made in writing, and the applicant member must furnish EXCO with all the details and documents as may be required by EXCO.

(2) The written consent of EXCO in terms of this Constitution, or the withdrawal thereof, shall be in such format as decided upon by EXCO from time to time.

(3) EXCO may attach reasonable conditions to their consent.

(4) EXCO may, by written notice, notify the applicant member concerned, if any condition imposed is not complied with, including a warning that the consent will be withdrawn if such conditions are not complied with.

(5) If non-compliance with the conditions persists for a period of 7 (seven) days after EXCO's notice, EXCO may withdraw their consent, by written notice to the applicant member.

13. Domicilium

13. (1) EXCO shall from time to time determine the address constituting the *domicilium citandi et executandi* of the HOA, subject to the following:

(a) such address shall be the address of the chairperson, any trustee, or the address of any duly appointed managing agent, and

(b) EXCO shall give notice to all members of any change of such address.

(2) Where the members email address is recorded with the MHOA, such email address will be used for such notices.

14. General meetings of members

14. (1) The HOA shall, within 4 (four) months of the financial year end of the HOA hold annual general meetings.

(2) Such annual general meetings shall be held at such time and place, including by remote attendance, as decided by EXCO from time to time.

14.(2) it is recorded that the first owners meeting must be called within 60 days after registration of 60% of the erven being transferred into the name of the member, or within two (2) years after the first transfer of a erven into the name of a member, other than the developer, whichever is first.

15. Notice

15. (1) An annual general meeting shall be called on no less than 14 (fourteen) days' notice, and a special general meeting on no less than 21 (twenty-one) days' notice.

(2) The notice shall specify the place, including remote attendance, the day and the hour of the meeting and, in the case of special business, the general nature of that business and the reasons for it.

(3) Notice of the annual general meeting and/or a special general meeting shall be sent by prepaid registered mail, hand delivery or emailed to all sub association representatives to the address given by a member for such purpose.

(4) The accidental omission to give notice of any resolution, or to present any document required to be given or sent in terms of this Constitution, including the non-receipt of notice of a meeting by any person entitled to receive notice, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

16. Proxies

16. (1) A member may be represented at a general meeting by a proxy, who must be a member of the Association. The instrument appointing a proxy shall be in writing signed by the member concerned or his duly authorized 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 the secretary thereof.

16.(2) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof shall be deposited at the office at any time before the time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote.

16.(3) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the trustee committee at least one hour before the time fixed for the holding of the meeting.

17. Quorum

17. (1) No business shall be transacted at any annual general meeting or special general meeting unless a quorum is present, physically or by remote attendance, when the meeting proceeds to transact business, and when any resolution is to be passed.

(2) No person, other than a member duly registered, and who shall have paid every levy and other sum, if any, which shall be due and payable to the HOA or the body corporate, and who is not under suspension in regard to their privileges of membership, shall be entitled to be present, either personally or represented by proxy, at such meeting.

(3) The quorum necessary for the holding of any meeting shall be 15% of the total registered erven of the scheme.

(4) If, within 30 (thirty) minutes, a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same place and time and, if at such adjourned meeting, a quorum is not present, the sub association representatives present shall constitute a quorum.

18. Agenda

18. (1) The following matters shall be dealt with at every annual general meeting:

(a) confirmation of quorum;

(b) approval of the minutes of the previous annual general meeting;

(c) the consideration of the financial statements for the Association for the financial year preceding the date of such meeting;

(d) the consideration of the budget, including the proposed levies, with or without amendment;

(e) the election of EXCO members, subject to the conditions set out above;

(f) the imposition of any restrictions on, and the giving of directives to, EXCO, and

(g) other special business, if any.

19. Procedure

19. (1) The chairperson shall preside as such at all meetings, provided that if they are not present within 15 (fifteen) minutes after the time appointed for the holding thereof, the members present at such meeting shall vote to appoint a chairperson for the meeting, from the EXCO members present thereat, who shall exercise all the powers and duties of the chairperson in relation to such meeting.

(2) The chairperson may, or be directed to, adjourn a meeting, but no business shall be transacted at any adjourned meeting, other than the business that might have been transacted at the meeting from which the adjournment took place. No notice needs to be given of the adjourned meeting, save for an announcement of the date, time and venue, including remote attendance, of the adjourned meeting unless the meeting is to be adjourned for 30 (thirty) days or more, in which event, notice is to be given in the same manner as for the original meeting.

(3) The chairperson may delegate their function relating to presiding at all meetings to the appointed managing agent of the HOA.

20. Voting

20. (1) At every annual general meeting or special general meeting, every representative present in person, and entitled to vote shall, including by electronic participation, should such method be available, be allocated 1 (one) vote per erven registered in their name.

(3) No member, other than a member duly registered, and who shall have paid every levy and other sum, if any, which shall be due and payable to the HOA, in respect of or arising out of their membership, and who is not under suspension in regard to their privileges of membership, shall be entitled to vote, at such meeting.

(4) At any annual general meeting or special meeting, a resolution put to the vote at the meeting, shall be decided on an ordinary majority of votes represented by members entitled to attend and vote thereon, present in person.

(5) Voting on any question of adjournment, shall be decided on an ordinary majority of votes represented by members entitled to attend and vote thereon, present in person or represented by proxy.

(6) Unless any member present in person, before closure of the meeting, objected to any declaration made by the chairperson as to the result of any vote, or in regard to the validity of the procedure at such meeting, such declaration by the chairperson shall be deemed to be a true and correct statement of the outcome of the voting and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted.

(7) A resolution put to the vote shall be decided on a show of hands, unless a poll is demanded before the declaration of the result of the show of hands.

(8) It is recorded that during the development period, the developer will hold one additional vote per registered even at the time of the meeting.

21. Minutes

21. (1) Exco members shall ensure:

(a) that minutes are taken of every annual general meeting and/or special general meeting;

(b) that the minutes shall be reduced to writing, without undue delay, after the meeting has closed and shall then be certified correct by the chairperson of the meeting, and circulated to the members, and

(c) that all minutes are kept in minute books, to be retained for perpetuity.

(2) All resolutions recorded in the minutes, shall be valid and in full force and effect, as therein recorded, with effect from the passing of such resolution/s, and until varied or rescinded.

(3) The proceedings of any annual general meeting and/or special general meeting shall be conducted in such reasonable manner and form as the chairperson shall decide, in accordance with the Common Law of Meetings.

22. Defamation privilege

22. (1) Every member shall be deemed by virtue of their membership, to have waived, as against every other member, and persons engaged to perform the function or duty on behalf of, or for the benefit of the HOA, all claims and rights of action which such member may otherwise have had in law, arising as a result of any statement, report, complaint or notice of, or concerning, such member or any reference to such member made at any meeting, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of this Constitution, being a statement, report, complaint, notice or reference defamatory of such member, or otherwise injurious to the dignity, reputation, business or financial interest of such member, whether such statement be true or false.

23. Complaints

23. (1) All complaints are to be submitted, in writing to EXCO or the managing agent.

(2) EXCO must investigate the matter and notify the alleged contravening member and/or occupier in writing of the complaint.

(3) EXCO shall ensure that action is taken against the person/s, who are allegedly in contravention, including the issuing of a warning and/or penalty.

24. Dispute resolution

24. (1) In the event of any internal dispute arising, the parties to the dispute must engage each other in good faith, with a view to resolving the dispute within a reasonable timeframe.
- (2) In order to notify the relevant parties against whom a complaint is made, of the dispute, and for the purpose of holding an internal dispute resolution meeting, the complainant must lodge a signed and motivated complaint with EXCO.
- (3) In the event of the dispute not being resolved internally, a party to the dispute may make an application for relief to the Community Scheme Ombud Service.
- (4) Failure to lodge a signed and motivated complaint to EXCO within 7 (Seven) days of a notice of breach by means of warning or penalty fine, will result in the opportunity to dispute being forfeited.

25. Contravention of this Constitution and imposition of penalties

25. (1) If the owner, in the opinion of EXCO, is in contravention of any provision of this Constitution, it may:
- (a) furnish the member with a written notice, which may in the discretion of EXCO, to be delivered by hand, email or by registered post;
 - (b) include in the notice, a description of the provision that has allegedly been contravened, and the recipient must be warned that if the conduct or contravention persists, a penalty will be imposed;
 - (c) if the member persists with such contravention, further penalty fines may be imposed.
 - (d) Offenders will have the opportunity to dispute the matter as per section 24 of this constitution.
 - (e) Should a member formally dispute penalty impositions, and formally present their case for dispute, after the member has been given the opportunity to present their case, the EXCO must agree/disagree that a provision of this Constitution has been contravened, and by majority decision only, impose on the offender the penalty in the discretion of EXCO, and
 - (f) record the outcome of the meeting, and resolve to uphold the penalty, and/or withdraw, increase or reduce the penalty.

26. Restriction of transfer

26.1. No Alienation or transfer in respect of any Land Unit may be affected unless the Association has granted its consent to such transfer, evidenced by a Levy Clearance Certificate issued by the Management Company on behalf of the Association.

26.2. The Association may withhold the issue of a levy Clearance Certificate if:

26.2.1. Any Levies or other monies due in respect of such a Land Unit have not been paid or remains unpaid or inadequate provision has been made in respect of the payment thereof; or;

26.2.2. Any building additions exist in respect of a Land Unit, which have not been properly authorized and registered, as the case may be in terms of the Constitution, the A&D Guidelines or the Conduct Rules; or;

26.2.3. If the Owner of the Land Unit is substantially in breach of the provisions of the Constitution, the Conduct Rules of the A&D Guidelines; or;

26.2.4. The format and content of the Agreement of Sale does not substantially comply with the format and content prescribed by the Developer, during the Development Period, and thereafter by the Board; or;

26.2.5. The Developer, during the Development Period, and thereafter the Board, do not approve the Occupants of a Land Unit as nominated by the Transferee.

26.2.5. It is recorded that no property may transfer without consent and issuing of a levy clearance certificate by the managing agent of the HOA along with its appropriate fees payable to the managing agent.

26.3. It is recorded that a levy stabilization fund is applicable to the concluded sales price of all properties within the Association, payable to the HOA. Clearance will not be issued without these amounts being paid prior to transfer.

26.4. The title deed of each erf/section shall include the condition that the property owner shall conform to any conservation and/or rationing programme or scheme introduced, adopted or implemented by a sphere of government or relevant regulating body by reducing his/her electricity consumption as required in terms of such programme or scheme.

27. Levy Stabilization fund

27.1 As soon as the Association comes into existence it shall establish a Levy Stabilization Fund (The "LSF") for the purpose of supplementing normal- or special levies or meeting of any extraordinary expenditure or expenditure of a capital nature to be incurred by the Association or for any purpose that the Association may deem fit in carrying out its main objects and the provisions in terms of this Constitution.

27.2 It is a condition of membership that the Owner of each Erf (excluding the Developer and any shareholders of the Developer) shall be liable to contribute 0.5% (zero comma five percent) of the gross selling price of the Property (or a portion thereof), or the fair market value thereof, whichever is higher, or in the absence of a selling price the gross market value of the Property

(or a portion thereof), that has been alienated to the LSF, which amount shall become due and payable to the HOA upon transfer of the property.

27.3 When an Erf is sold by private treaty or otherwise or in any way disposed of, the registered Owner shall be obliged to pay the LSF contribution to the Association.

27.4 All payments are payable on date of registration of transfer of the property or on the effective date of transfer of any of the other provisions.

27.5 In the event of a dispute as to whether a selling price or value of disposal is at the fair market value, then such fair market value shall be determined by 50% (fifty percent) of the aggregate of two sworn appraisements. The Association shall nominate one sworn appraiser and the member the other one. Costs of these two sworn appraisals shall be shared by the Association and the Member.

27.6 The Association shall not issue a levy clearance certificate or give its consent to Transfer the Property unless the payment due to the LSF has been secured to the satisfaction of the Association

28. Amendment

26. (1) Every amendment to this Constitution of whatever nature, including any addition thereto, deletion therefrom or substitution thereof shall require the approval of at least 75% (seventy-five percent) of the total number of votes allocated to all members of a valid quorum held at a general meeting, specifically called for such purpose, and the notice of such meeting shall, in addition to comply with the requirements for the convening of a meeting, set out in specific terms the proposed amendment.

26. (2) The developer holds the right to amend the constitution at any stage during the development period, without notice.

Undertaking

I/we as a member/s do hereby confirm and validate that by signing this page, that I/we have read and understand each clause of this Constitution.

Signature

8 October 2025 :

