MELD ASSEBLIEF/ PLEASE QUOTE:

ONS VERWYSING: 15/4/4/16
OUR REFERENCE:

VRA VIR: Mr B Hayward
ASK FOR: (028) 425 5500

DATUM: 2019-05-09
DATE:

KAAP AGULHAS MUNISIPALITEIT
CAPE AGULHAS MUNICIPALITY
U MASIPALA WASECAPE AGULHAS

Langezandt Home Owners Association
9 Bewarea Aftree-Oord
31 Generaal Beyersstraat
Pentagon Park
Bloemfontein
9301

Sir

AMENDED CONSTITUTION AND SUPPORTING DOCUMENTS OF LANGEZANDT HOME OWNER'S ASSOCIATION

Council took the following decision on Tuesday, 30 April 2019.

(i) That Council approves the Amended Constitution and supporting Governance Documents of the Langezandt Home Owner's Association (LHOA) attached as Annexure A as adopted and approved by the members of the LHOA at the Special General Meeting held on 21 December 2018, subject to the changes as listed by the Manager: Building Control.

(ii) That the Municipal Manager signs the approved and amended documentation.

(iii) That discussions be entered into with the LHOA to address the access to the coast, privatization of the roads and provision of parking as per Mayoral Committee decision of 30 October 2006.

If you have any further queries, please contact the author.

Sincerely

DGI O'NEILL (AMM)
MUNICIPAL MANAGER

P O Box 51, Bredasdorp, 7280
1 Dirkie Uys Street, Bredasdorp, 7280

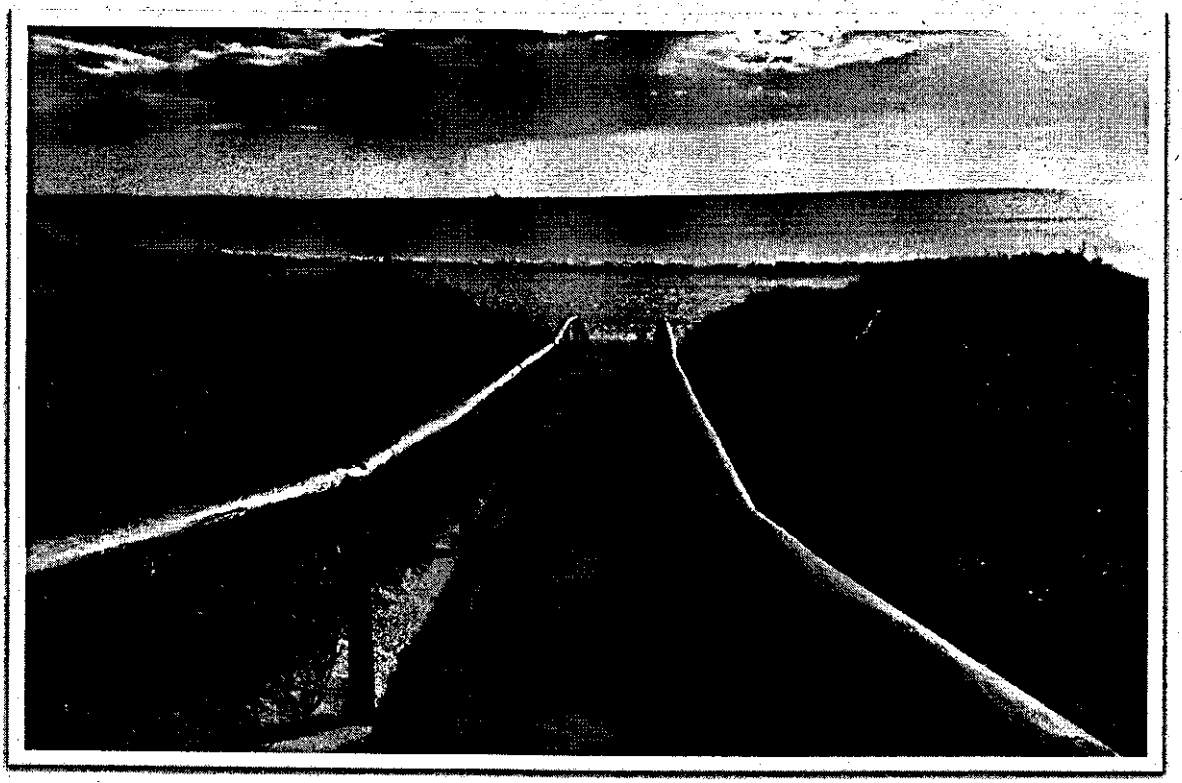
Tel: 028 425 5500, Fax: 028 425 1019
Email: info@capeagulhas.gov.za
Website: www.capeagulhas.gov.za

LANGEZANDT HOME OWNERS ASSOCIATION (LHOA)

The Home Owners Association of the Langezandt Fishermen's Village, Struisbaai

LANGEZANDT FISHERMEN'S VILLAGE

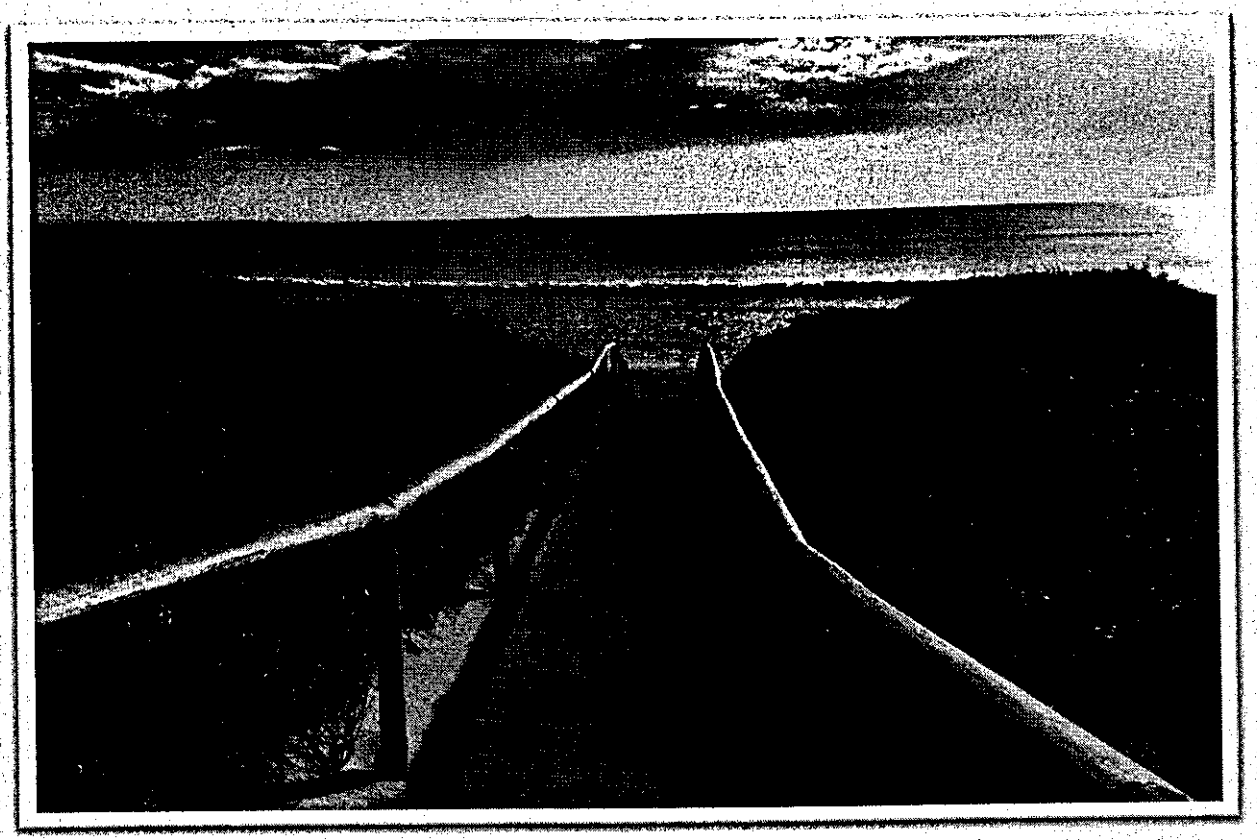
CONSTITUTION



LHOA Constitutional Amendment No 6 : Dated 21 December 2018

LANGEZANDT FISHERMEN'S VILLAGE

CONSTITUTION



LHOA Constitutional Amendment No 6 : Dated 21 December 2018

LANGEZANDT HOME OWNERS ASSOCIATION (LHOA)

The Home Owners Association of the Langezandt Fishermen's Village, Struisbaai

CONSTITUTION

OF

LANGEZANDT FISHERMEN'S VILLAGE

HOME OWNERS' ASSOCIATION (HOA)

(Amended No 6 dated 21 December 2018).

INDEX

Paragraph..... Page No.

1. Definitions..... 1
2. Interpretation 10
3. Recordal..... 11
4. Commencement Date 11
5. Status 11
6. Objects 12
7. Membership..... 13
8. Phases 14
9. Members' Obligations..... 14
10. Improvements..... 16
11. Architectural Guidelines..... 18
12. Restrictions..... 19
13. Levies..... 19
14. Breach..... 22
15. Trustees 23

16. Functions, Powers and Duties of Trustees 26
17. Proceedings of Trustees 29
18. Managing Agent 31
19. General Meetings of the HOA 32
20. Notice of Meetings 32
21. Proxies 33
22. Quorum 34
23. Agenda at Meetings 34
24. Procedure at Meetings 35
25. Voting 35
26. Special Resolutions 37
27. Minutes of Meetings of the HOA 37
28. Financial Year End 38
29. Accounts 38
30. Deposit and Investment of Funds 39
31. Audit 39
32. Indemnity 40
33. Own Risk 40
34. Domicilium 40
35. Amendment 41

DEFINITIONS

1. In this constitution and unless inconsistent with the context the following words and expressions shall have the meanings hereby assigned to them:

1.1 **CONSTITUTION** means this document, and includes the CONTRACTOR'S CONDUCT AGREEMENT, the ARCHITECTURAL DESIGN MANUAL, (inclusive of BUILDING CONSTRUCTION DOCUMENTS) and the HOUSE RULES;

1.2 **ALIENATE** means alienate any ERF or part thereof and includes 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;

1.3 **ARCHITECTURAL DESIGN MANUAL** means the architectural, development and landscaping guidelines prepared for and applicable to the VILLAGE, and includes all/any amendments made thereto from time to time, **Annexure B** to the Constitution;

1.4 **BUILDING CONSTRUCTION DOCUMENTS** mean the building and construction and development regulations/manual and guidelines prepared for and applicable to the VILLAGE, and include all/any amendments made thereto from time to time;

1.5 **CONTRACTOR'S CONDUCT AGREEMENT** means the agreement to be entered into by the CONTRACTOR prior to the commencement of IMPROVEMENTS as prescribed in terms of this CONSTITUTION, read with the ARCHITECTURAL DESIGN MANUAL;

1.6 **IMPROVEMENTS** mean any structure of whatever nature constructed or erected on any land unit, and includes any changes or alterations of any nature whatsoever to a structure;

1.7 **HOUSE RULES** mean rules made by the TRUSTEES from time to time as envisaged in clause 16 hereof;

1.8 **ASSOCIATION** means the Langezandt Fishermen's Village Home Owners' Association which is bound by the provisions of this CONSTITUTION and HOA shall have a corresponding meaning;

1.9 **MANAGING AGENT** means any person or body appointed by the HOA as an independent contractor to undertake any of the functions of the HOA;

1.10 **AUDITORS** mean the auditors of the HOA;

1.11 **CHAIRPERSON** means the Chairperson of the TRUSTEES;

1.12 **MEMBER TRUSTEE** means a trustee, duly registered owner of a land unit in Langezandt Fishermen's Village, appointed by the MEMBERS and/or by the Board of TRUSTEES;

1.13 **RESIDENT TRUSTEE** means a trustee, duly registered owner of a land unit, residing in a permanent capacity in the Langezandt Fishermen's Village, appointed by the MEMBERS and/or by the Board of TRUSTEES;

1.14 **TRUSTEES** mean MEMBER TRUSTEES and the DEVELOPER TRUSTEES of the HOA, collectively from time to time and include alternate and co-opted TRUSTEES appointed by the Board of Trustees;

1.15 **MEMBER** means the owner of a LAND UNIT, who in terms of clause 7 of this CONSTITUTION is a member of the HOA;

1.16 **OWNER** means the registered owner of a LAND UNIT;

1.17 **ESTATE MANAGER** means the official appointed by the TRUSTEES to manage the day to day management of the VILLAGES' affairs, under KPIs (Key Performance Indicators), responsibilities and includes all/any amendments made thereto from time to time;

1.18 **FACILITY OPERATIONS MANAGER** means the official appointed by the TRUSTEES to manage the day to day MAINTENANCE of the VILLAGES, under KPIs/responsibilities and includes all/any amendments made thereto from time to time;

1.19 **AESTHETICS COMMITTEE** means the official(s) appointed and/or co-opted by the TRUSTEES to manage the the architectural, development and landscaping guidelines and the day to day management of the estate's aesthetic affairs, under applicable KPIs/responsibilities and includes all/any amendments made thereto from time to time;

1.20 **LANGEZANDT DESIGN REVIEW COMMITTEE (LDRC)** means the official(s) appointed and/or co-opted by the TRUSTEES to manage the the approval of all building plans, approved in accordance with the ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS;

1.21 **ARCHITECTURAL TRUSTEE** means the appointed and/or co-opted official, preferably a registered and/or qualified architect, by the TRUSTEES to manage the the architectural, development and landscaping guidelines and the day to day management support of the VILLAGE'S aesthetic affairs, under applicable KPIs/responsibilities and includes all/any amendments made thereto from time to time;

1.22 **WETLANDS PRESERVATION AND MANAGEMENT COMMITTEE** means the official(s) appointed and or co-opted by the TRUSTEES to manage the the wetland and dedicated ECO area, the preservation of the wetlands and surrounding areas, in accordance with legislation, and to implement a Wetland Management Program, within the guidelines of the the National Environmental Management Act, No. 107 of 1998 (NEMA), National Water Act, No. 36 of 1998 and the Ramsar Convention, which the South African Government has subscribed to as a member country;

1.23 **CONTRACTOR** means an accredited contractor in terms of this CONSTITUTION read in conjunction with the ARCHITECTURAL DESIGN MANUAL, employed by an OWNER of a LAND UNIT to effect IMPROVEMENTS/ALTERATIONS to existing dwellings, additions on an ERVEN and/or construction of a NEW DWELLING on an undeveloped

ERVEN;

1.24 **DEVELOPER PHASE 1** means Zero Plus Trading 155 (Proprietary) Limited (Registration Number 2002/017640/07), and/or Targetshelf 247 (Proprietary) Limited (Registration Number 2002/014869/07), all duly registered South African private companies; and/or any other entity nominated as such by any of the aforegoing, with the consent of the HOA BOARD OF TRUSTEES. Such entity(s) nominated by the DEVELOPER(s), shall be in consultation with and approval by the HOA TRUSTEES, confirming that such entity is a financially sound registered company in South Africa and certified SARS compliant;

1.25 **DEVELOPER PHASE 2** means Expectra 525 (Proprietary) Limited (Registration Number 2002/010492/07), a duly registered South African private company; and/or, any other entity nominated as such by the aforegoing, with the consent of the HOA TRUSTEES. Such entity(s) nominated by the DEVELOPER(s), shall be in consultation with and approval by the HOA BOARD OF TRUSTEES, confirming that such entity is a financially sound registered company in South Africa and certified SARS compliant;

1.26 **DEVELOPER TRUSTEE** means a TRUSTEE appointed by the Langezandt Home Owners Association (HOA) Board of TRUSTEES, specifically representing the DEVELOPER(s) responsible for a current non-completed phase(s) and/or future phased DEVELOPMENT(S) of the VILLAGE;

1.27 **DEVELOPMENT AND OR DEVELOPMENTS** mean certain immovable property being REMAINDER ERF 922 STRUISBAAI which has been subdivided into a township to be known as "LANGEZANDT FISHERMEN'S VILLAGE" in accordance with approval obtained from the LOCAL AUTHORITY and includes all/any extension/s of the township approved by the LOCAL AUTHORITY upon application by the DEVELOPER, as approved under reference 15/4/4/16 Ordnance 15 of

1985 dated 28 May 2007;

1.28 **BZ ERF** means every portion of the DEVELOPMENT and or DEVELOPMENTS, which enjoys business zoning rights, and BZ ERVEN shall have a corresponding meaning;

1.29 **ERF** means every ERF in the VILLAGE which enjoys residential zoning rights, and ERVEN shall have a corresponding meaning;

1.30 **COMMON AREA** means the land owned by the HOA in the VILLAGE, and the land still to be transferred to the HOA by the Developer Phase 1 and Phase 2, namely all areas which are not designated as LAND UNITS and which areas include pavements, roads, parks and the like;

1.31 **UNIT** means any deeded unit, as defined in the Community Schemes Ombud Service Act, 2011 (Act 9 of 2011) and the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011) and the Regulation thereto proclaimed on 07 October 2016, and a reference to UNITS shall have a corresponding meaning. UNITS' owners are governed by the Langezandt CONSTITUTION and governance documentation to the CONSTITUTION as a common law association as prescribed by CSOS. The governance of the LANGEZANDT FISHERMEN'S VILLAGE HOME OWNERS ASSOCIATION (HOA) as a common law association, is overseen by CSOS;

1.32 **LAND UNIT** means an ERF, UNIT or BZ ERF in the LANGEZANDT FISHERMEN'S VILLAGE;

1.33 **LANGEZANDT FISHERMEN'S VILLAGE** and **VILLAGE** have corresponding meanings and mean:

1.33.1 The ERVEN, UNITS and BZ ERVEN;

1.33.2 The COMMON AREA;

1.33.3 comprising the DEVELOPMENT

1.34 **LEVY** means the levy referred to in clause 13 hereof;

1.35 **LOCAL AUTHORITY** means the local authority having jurisdiction over the DEVELOPMENT which, at date of approval of the DEVELOPMENT, was the Cape Agulhas Municipality, Western Cape Province;

1.36 **LUPO** means the Land Use Planning Ordinance No. 15 of 1985 (as amended) and includes any substituted legislation;

1.37 **LUPA** means the Land Use Planning ACT, 2014 (ACT 3 of 2014), and includes any substituted legislation;

1.38 **CSOS** means the Community Schemes Ombud Service Act which regulates the conduct of parties within community schemes to ensure their good governance. The Community Schemes Ombud Service Act, 2011 (Act 9 of 2011) and the Sectional Titles Schemes Management Act, 2011 (Act 8 of 2011) and Regulation thereto were proclaimed on 07 October 2016;

1.39 **RESOLUTION** means a resolution passed at an annual general meeting (AGM) or any other general meeting (GM) or other special general meeting (SGM) of the HOA by an ordinary majority of the total votes represented at such meeting by members present in person or by proxy;

1.40 **SPECIAL RESOLUTION** means a resolution passed at an annual general meeting (AGM) or any other general meeting (GM) or other special general meeting (SGM) of the HOA in accordance with the provisions of clause 26 below;

1.41 **AGM** means Annual General Meeting;

1.42 **SGM** means Special General Meeting;

1.43 **GM** means General Meeting;

1.44 **KPIs** mean Key Performance Indicators;

1.45 **ANNEXURES** mean Annexures to this Constitution such as and may be amended by the Trustees from time:

1.45.1 **Annexure A** means the **Langezandt HOUSE RULES**;

1.45.2 **Annexure B** means the **Langezandt ARCHITECTURAL DESIGN MANUAL;**

1.45.3 **Annexure C** means the **Langezandt BUILDERS' MANUAL;**

1.45.4 **Annexure D** means the **Langezandt BUILDING PROCEDURES.**

2. INTERPRETATION

2.1 The clause headings are for convenience and shall be disregarded in construing/interpreting this CONSTITUTION.

2.2 Unless the context clearly indicates a contrary intention:

2.2.1 The singular shall include the plural and vice versa; and

2.2.2 A reference to any one gender shall include the other genders; and

2.2.3 A reference to natural persons includes legal persons and vice versa.

2.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.

2.4 When any number of days is prescribed in this CONSTITUTION, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or 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 public holiday.

2.5 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

2.6 If any provision of this CONSTITUTION is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of

the remainder of the provisions of this CONSTITUTION.

2.7 If any provision in a definition in this CONSTITUTION is a substantive provision conferring rights or imposing obligations on any of the MEMBERS then, notwithstanding that it is only in the definition clause of this CONSTITUTION, effect shall be given to it as if it were a substantive provision in the body of this CONSTITUTION.

2.8 The Annexures to this CONSTITUTION, if any, are deemed to be incorporated in and form part of this CONSTITUTION.

3. RECORDAL

3.1 The LOCAL AUTHORITY when approving the application for subdivision to allow for the DEVELOPMENT imposed a condition in terms of Section 29 (1) of LUPO whereby the OWNER of each subdivided portion of the immovable property comprising the VILLAGE and all successors in title shall be members of a home owners' association in respect of the VILLAGE.

3.2 The DEVELOPER(s), in direct consultation with the HOA Board of Trustees shall be desirous of the harmonious development and finalization of the DEVELOPMENT.

4. COMMENCEMENT DATE

The HOA, has been established as contemplated in terms of Section 29 of LUPO.

5. STATUS

5.1 The HOA shall:

5.1.1 Have legal personality and be capable of suing and being sued in its own name; and

5.1.2 Not operate for profit but for the benefit of the MEMBERS;

5.1.3 Have the right to acquire, hold, lease and alienate property, both movable and immovable, with the capacity to acquire rights and obligations and incur expenses;

5.1.4 Have the right to acquire and implement revenue streams for the benefit of the MEMBERS;

5.1.5 Have perpetual succession.

5.2 All actions, suits, proceedings at law or any arbitration ("proceedings") shall be brought by or against the HOA in the name of the HOA 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.

5.3 No MEMBER in his personal capacity shall have any right, title or interest to or in the funds or assets of the HOA. The funds shall vest in and be controlled by the TRUSTEES.

6. OBJECTS

6.1 The main object of the HOA 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 LANGEZANDT FISHERMEN'S VILLAGE and this includes, but is not limited to:

6.1.1 The matters referred to in LUPO and LUPA, without detracting from the generality thereof, to ensure compliance with the conditions for subdivision imposed by the LOCAL AUTHORITY when approving the DEVELOPMENT, and the phased roll-out of the total approved DEVELOPMENT; to oversee, maintain, control and manage the VILLAGE;

6.1.2 To ensure a generally high standard for the VILLAGE;

6.1.3 Generally to promote, advance and protect the VILLAGE and the interests of the HOA and OWNERS;

6.1.4 The regulation and control of harmonious development of the VILLAGE;

6.1.5 To promote a high standard of IMPROVEMENTS in the VILLAGE;

6.1.6 To administer and enforce the ARCHITECTURAL DESIGN MANUAL, BUILDING CONSTRUCTION DOCUMENTS and HOUSE RULES;

6.1.7 To control the transfer of LAND UNITS in the VILLAGE and ensure compliance with the conditions imposed by the LOCAL AUTHORITY;

6.1.8 The provision and maintenance of effective security measures at the VILLAGE, including ingress and egress control;

6.1.9 Enforcing the provisions of this CONSTITUTION;

6.1.10 And the HOA shall have the power to do all such acts as are necessary to accomplish the fulfilment of the aforegoing objects including, but not restricted to, powers specially contained in this CONSTITUTION.

7. MEMBERSHIP

7.1 The HOA shall have as its MEMBERS:

7.1.1 The DEVELOPER(s) for as long as the DEVELOPER(s) remain(s) an owner of any portion of the VILLAGE, and which includes, but is not limited to, a LAND UNIT;

7.1.2 Every OWNER upon registration of transfer of a LAND UNIT in his name, provided that where an OWNER comprises more than one person, such persons shall be deemed jointly to be one MEMBER of the HOA and shall be responsible jointly and severally for the obligations of such membership;

7.1.3 An OWNER of a LAND UNIT shall be a member of the HOA until he ceases to be the registered owner of such LAND

UNIT;

7.1.4 When a MEMBER ceases to be the registered owner of a LAND UNIT he shall ipso facto cease to be a MEMBER of the HOA.

8. PHASES

8.1 The DEVELOPER(s) intends to develop and market the DEVELOPMENT(s) over a period of some years and, for as long as the DEVELOPER is a MEMBER of the HOA. The DEVELOPER or its appointed agent shall have the right, in close liaison with the HOA Board of TRUSTEES, with regards to the marketing of the DEVELOPMENT and to have a marketing office within the VILLAGE Phase 2, as Phase 1 is being developed. As the future phases are developed, the latter shall comply for the marketing thereof at the particular phase DEVELOPMENT. This activity shall not be deemed to be a business as envisaged in clause 12.2 hereof.

8.2 The DEVELOPER shall, in liaison with the Board of Trustees, be authorised to apply for, and subject to approval by the LOCAL AUTHORITY, vary the layout and/or zoning and/or size and/or boundaries of ERVEN or BZ ERVEN and/or the extent and position of streets comprising the DEVELOPMENT.

9. MEMBERS' OBLIGATIONS

9.1 Every MEMBER is obliged to comply with:

9.1.1 The provisions of this CONSTITUTION and all rules or regulations passed by the HOA or the TRUSTEES;

9.1.2 The provisions of the ARCHITECTURAL DESIGN MANUAL, BUILDING CONSTRUCTION DOCUMENTS and HOUSE RULES;

9.1.3 Any agreement concluded by the HOA, after consultation with the MEMBERS, insofar as such agreement may directly or indirectly impose obligations on a MEMBER;

9.1.4 Any directive given by the HOA and/or the TRUSTEES in enforcing the provisions of this CONSTITUTION.

9.2 Every member is obliged to adequately insure the IMPROVEMENTS on, or constituting part of, his LAND UNIT and, if requested by the TRUSTEES, furnish proof of such insurance to them and, in the event of total/partial destruction, he/she/it shall, within a reasonable time period, make good such damage or reconstruction in accordance with the original approved plans and/or ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS or, in the event of total destruction, in accordance with the ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS.

9.3 The rights and obligations of a MEMBER are not transferable and every MEMBER shall:

9.3.1 To the best of his/her/its ability, further the objects and interests of the HOA;

9.3.2 Observe all directives made or given by the HOA and/or the TRUSTEES.

9.4 The MEMBERS shall be jointly liable for expenditure incurred in connection with the HOA as more fully later referred to herein.

9.5 A MEMBER shall not be entitled to transfer a LAND UNIT without the written consent by means of a Clearance Certificate issued by the HOA, which consent shall not be unreasonably withheld, provided there has been compliance with the provisions of this CONSTITUTION. Such consent shall take the form of a clearance confirming that all amounts owing to the HOA by such MEMBER have been paid and that the MEMBER is not in breach of any of the provisions of this CONSTITUTION and supporting documents forming part of the CONSTITUTION.

9.6 A MEMBER shall not consolidate a LAND UNIT with any other LAND

UNIT, or subdivide a LAND UNIT, without the written consent of the HOA Board of TRUSTEES and consolidation approval of the LOCAL AUTHORITY.

9.7 A MEMBER shall not ALIENATE a LAND UNIT unless:

9.7.1 The proposed transferee has duly bound himself to become a member of the HOA and to observe the CONSTITUTION for the duration of his ownership of the LAND UNIT;

9.7.2 The proposed transferee acknowledges that upon the registration of transfer of the LAND UNIT into his name, he shall ipso facto become a MEMBER of the HOA.

9.8 No MEMBER shall let or otherwise part with the occupation of his LAND UNIT, whether temporarily or otherwise, unless the proposed occupier has agreed to be bound by this CONSTITUTION. The MEMBER shall, nonetheless, remain bound by this CONSTITUTION and is required to ensure compliance therewith by such occupier.

9.9 A MEMBER may not resign from the HOA.

10. IMPROVEMENTS

10.1 Every MEMBER:

10.1.1 Who is obliged, in terms of the Deed of Sale by which he acquired his ERF from the DEVELOPER and/or SELLER, to erect a residential dwelling (the "residence") on such ERF, will insure that the construction of the residence on acquired ERF, complies in all respects with the ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS, approval from the AESTHETICS COMMITTEE is obtained, and it is completed within the time limit imposed in the said Deed of Sale;

10.2 MEMBERS shall not:

10.2.1 Submit plans in respect of improvements to the LOCAL AUTHORITY unless such plans have been approved in accordance with the ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS by the LANGEZANDT DESIGN REVIEW COMMITTEE (LDRC) and bears the LDRC stamp of approval;

10.2.2 Breach any restrictions applicable to the MEMBER'S LAND UNIT, and, in particular, height restrictions applicable to IMPROVEMENTS on such;

10.3 Once plans are approved by the HOA AESTHETICS COMMITTEE, in accordance of the ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS, any decision by the HOA shall be final.

10.4 A MEMBER shall not commence the construction/erection of IMPROVEMENTS unless the MEMBER'S CONTRACTOR together with the MEMBER and the MEMBER'S architect have concluded a CONTRACTOR'S CONDUCT AGREEMENT in the form prescribed by the AESTHETICS COMMITTEE'S ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS, and have lodged a copy thereof with the HOA appointed ESTATE MANAGER and effected deposits payment as provided for therein.

10.5 The construction/erection of IMPROVEMENTS or new constructions shall be undertaken only by a CONTRACTOR approved of by the TRUSTEES, on recommendation of the AESTHETICS COMMITTEE. and registered on the HOA panel of CONTRACTORS.

10.6 If a MEMBER fails to timeously comply with the provisions of clause 10.1, he shall be liable to pay to the HOA a penalty commensurate with the provisions of the Conventional Penalties Act once the Trustees and the MEMBER had fully canvassed the matter by filing:

10.6.1 An application for exemption by the MEMBER;

10.6.2 A reply thereto by the Trustees;

10.6.3 A right of reply by the MEMBER. Thereafter the CHAIRPERSON of the Board of Trustees shall make a finding which shall be final and binding.

10.7 Should the HOA take steps against a MEMBER pursuant to a breach of this clause 10, the HOA shall further be entitled to recover from such MEMBER who shall be liable to the HOA for payment of all the HOA's legal costs incurred on the scale as between attorney and own client.

11. ARCHITECTURAL DESIGN MANUAL AND BUILDING CONSTRUCTION DOCUMENTS

11.1 The ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS constitute an integral part of this CONSTITUTION. The guide may be amended, substituted or added to only at the instance of the TRUSTEES on recommendation of the AESTHETICS COMMITTEE.

11.2 All IMPROVEMENTS and new constructions shall be of approved design and of sound construction and shall comply with the provisions of the amended ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS as enforced by the HOA Trustees and AESTHETICS COMMITTEE.

11.3 No construction or erection of IMPROVEMENTS on any LAND UNIT may commence prior to the approval of plans for such constructions or IMPROVEMENTS. In this regard reference is made to the provisions of the ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS which may be amended from time to time by the TRUSTEES only upon recommendation of the AESTHETICS COMMITTEE.

11.4 Approvals of building plans will not be granted by the LOCAL AUTHORITY without the written approval as may be envisaged in the

ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS and signing off by the AESTHETICS COMMITTEE and HOA ARCHITECTURAL TRUSTEE.

12. **RESTRICTIONS**

12.1 No MEMBER shall apply for the rezoning of his LAND UNIT.

12.2 No MEMBER shall conduct any business on an ERF or UNIT or use such ERF or UNIT for purposes other than residential purposes, other than with the consent of both the HOA TRUSTEES and the LOCAL AUTHORITY, upon such terms and conditions as they may deem fit. The foregoing decisions shall be in the sole discretion of the respective bodies.

13. **LEVIES**

13.1 The TRUSTEES shall:

13.1.1 Establish and maintain a levy fund for the purposes of meeting all expenses of the HOA for the control, management and administration of the VILLAGE and for charges for the supply of any services required by the HOA and/or for payment of all expenses necessary or reasonably incurred in connection with the management of the HOA;

13.1.2 Estimate the amount which will be required by the HOA to meet its expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature;

13.1.3 Require MEMBERS, on consultation and in writing, to make contributions to such fund for the purposes of satisfying the expenses referred to in clauses 13.1.1 and 13.1.2, equal as nearly as is reasonably practical to such estimated amount.

13.2 The TRUSTEES may, from time to time, make SPECIAL LEVIES upon MEMBERS effective from the date of passing of the applicable RESOLUTION in respect of such expenses referred to in clause 13.1 (which are not included in any estimate made in terms of clause 13.1.2) and such levies may be imposed and shall be payable in one sum or by such instalments and at such time or times as the TRUSTEES shall deem fit.

13.3 Any amount due by a MEMBER by way of a LEVY AND OR SPECIAL LEVY shall be a debt due by him/her/it to the HOA payable within such time as determined by the TRUSTEES. The obligation of a MEMBER to pay a levy shall cease upon his ceasing to be a MEMBER save that he shall remain liable for all levies / special levies, calculated up to the date upon which he ceases to be a MEMBER. No levies paid by a MEMBER shall be repayable by the HOA upon his ceasing to be a MEMBER.

13.4 A MEMBER'S successor in title to a LAND UNIT shall be liable as from the date upon which he becomes a MEMBER pursuant to the transfer of such LAND UNIT to pay the levies attributable to that LAND UNIT.

13.5 No MEMBER shall be entitled to transfer his LAND UNIT until the TRUSTEES have certified that the MEMBER has, at the date of transfer, paid all amounts owing by him to the HOA.

13.6 In calculating levies, the TRUSTEES shall take into account income, if any, earned by the HOA.

13.7 The decision of the TRUSTEES in calculating the levies shall be final and binding on all MEMBERS.

13.8 Levies are payable on all <u>developed</u> LAND UNITS, registered in the name of MEMBERS, with the exception of registered <u>undeveloped</u> LAND UNITS in name of the DEVELOPER(s) or in the name of the elected representation of the DEVELOPER(s).

13.9 The DEVELOPER(s) undeveloped LAND UNITS shall be serviced,

maintained and managed by the DEVELOPER(s), until successful transfer to a MEMBER, whereas the MEMBER will be liable to pay levies.

13.10 The DEVELOPER(s), in the case of residing on a developed LAND UNIT, registered in his/her name, trust, company and/or institution, shall pay levies and deemed to be a MEMBER of the HOA.

13.11 The DEVELOPER(s), in the case of being the registered OWNER of a developed LAND UNIT registered in his/her name, trust, company and/or institution, not occupying the developed LAND UNIT, shall pay levies and deemed to be a MEMBER of the HOA.

13.12 If any LAND UNIT is subdivided, each subdivided portion will be deemed to be a further LAND UNIT. The same levy is payable in respect of each LAND UNIT, with levies becoming payable in advance, before and or from the 1st day of each month, with a grace period of 7 days for payment to reflect, before imposing interest(s) on late payments.

13.13 All levy accounts shall be circulated to all MEMBERS via the appointed managing agent via electronic and/or regular post, where requested, not later than the 25th of the month.

13.14 No MEMBER shall be entitled to any of the privileges of membership unless and until he shall have paid every levy and other sum (if any) which shall be due and payable to the HOA in respect of his membership thereof.

13.15 All levies calculated in accordance with clauses 13.1 and 13.2 above are due and payable by MEMBERS on the first day of the month immediately following the month in which such liability arose and, thereafter, on the first day of each and every following month; all consolidations henceforth to be treated as separate erven for the purposes of raising and paying levies.

13.16 MEMBERS shall be liable for payment of interest on outstanding amounts at a rate determined by the TRUSTEES from time to time but not exceeding the maximum annual rate permitted by law. Interest calculated

at the determined rate is recoverable from the date on which the amount is due and payable to the date of payment provided that any portion of a month will he regarded as a full calendar month for the purposes of this calculation.

14. BREACH

14.1 The TRUSTEES may on behalf of and in the name of the HOA institute legal proceedings in accordance with the provisions of this clause 14.

14.2 If any MEMBER fails in the observance of any of the provisions of this CONSTITUTION with regard to IMPROVEMENTS and/or the provisions of the ARCHITECTURAL DESIGN MANUAL and/or the provisions of the BUILDING CONSTRUCTION DOCUMENTS AND HOUSE RULES and/or fails to comply with any rules or regulations made in terms thereof, the TRUSTEES may on behalf of and in the name of the HOA serve notice on such MEMBER calling upon him to remedy such breach within a time specified in such notice and, failing timeously compliance:

14.2.1 Enter upon the LAND UNIT to take such action as may be reasonably required to remedy the breach and the MEMBER concerned shall be liable to the HOA for all costs so incurred, which costs shall be due and payable upon demand; and/or;

14.2.2 Call upon such MEMBER in writing to remove or alter within a specified period any portion of the IMPROVEMENTS or any addition erected contrary to the provisions of this CONSTITUTION read with the ARCHITECTURAL DESIGN MANUAL and BUILDING CONSTRUCTION DOCUMENTS, failing which, the matter shall be referred to the TRUSTEES to deal with these matters. The RESOLUTION of the Trustees at such meeting shall be binding upon such defaulting MEMBER and shall be implemented by the TRUSTEES; and/or;

14.2.3 Institute proceedings in any court of competent jurisdiction for such relief as the TRUSTEES may consider necessary and

such MEMBER shall be liable for and shall pay all costs of such proceedings on the scale as between attorney and own client and all other expenses and charges incurred in obtaining relief.

14.3 If any MEMBER fails to make payment on due date of levies or other amounts payable by such MEMBER, the TRUSTEES may, with or without giving prior notice to such MEMBER requiring him to remedy such breach, on behalf of the HOA institute legal proceedings against such MEMBER 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 obtaining recovery.

14.4 Nothing in the foregoing shall derogate from or in any way diminish the right of the HOA to institute proceedings in any court of competent jurisdiction for recovery of any money due by any MEMBER arising from any cause of action whatsoever or for any other relief.

14.5 In the event of any breach of this CONSTITUTION by the members of any MEMBER'S household or his invitees or lessees, such shall be deemed to have been committed by the MEMBER himself/herself/itself but, without prejudice to the aforegoing, the TRUSTEES shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without instituting proceedings against the MEMBER.

15. TRUSTEES

15.1 The TRUSTEES of the HOA shall comprise of 1 (one) DEVELOPER TRUSTEE for Phase 1, 1 (one) DEVELOPER TRUSTEE for Phase 2 and 8 (eight) MEMBER TRUSTEES, with the power to co-opt assistant trustees to assist in specific professional fields.

15.2 The Board of TRUSTEES portfolios shall be determined from time to time on the specific requirements of the duties of the HOA.

15.3 A TRUSTEE shall be an individual MEMBER.

15.4 A TRUSTEE shall, by accepting his/her appointment, as such be deemed to have agreed to be bound by the provisions of this CONSTITUTION.

15.5 A RESIDENT TRUSTEE shall, by accepting his/her appointment, be deemed to have agreed to manage the Security matters of the Village's day to day affairs in close liaison with the ESTATE MANAGER.

15.6 Subject to the provisions of clause 15.6, each TRUSTEE shall continue to hold office until the annual general meeting of the HOA following his appointment.

15.7 A MEMBER shall be deemed to have vacated his office as such upon:

15.7.1 His/her conviction for any offence involving dishonesty and/or any conviction entailing fraud and/or theft;

15.7.2 Him/her becoming of unsound mind or being found lunatic;

15.7.3 Him/her resigning from such office in writing;

15.7.4 His/her death;

15.7.5 Him/her being removed from office by a resolution of TRUSTEES;

15.7.6 Him/her being disentitled to exercise a vote in terms of this CONSTITUTION provided he is a MEMBER TRUSTEE;

15.7.7 His/her capacity as a member and/or director of a company that is either liquidated or sequestrated or declared insolvent;

15.7.8 His/her conviction of any serious criminal act.

15.8 Notwithstanding the fact that a TRUSTEE shall be deemed to have vacated his office as provided in clause 15.6, anything done by such TRUSTEE in the capacity of a TRUSTEE in good faith shall be valid until the fact that he is no longer a TRUSTEE has been recorded in the Minute Book of the TRUSTEES. Should the office of a TRUSTEE fall

vacant prior to the next annual general meeting of the HOA, the vacancy in question may be filled by the Board of Trustees and the person so appointed shall hold office until the next annual general meeting.

15.9 Within 14 (fourteen) days of the holding of each annual general meeting of the HOA, the TRUSTEES shall meet and shall elect from their own number the CHAIRPERSON who shall hold office until the annual general meeting held next after his appointment.

15.10 The CHAIRPERSON shall not be the DEVELOPER, nor nominated representative of the DEVELOPER TRUSTEE.

15.11 The office of CHAIRPERSON shall ipso facto be vacated by the TRUSTEE holding such office upon his ceasing to be a TRUSTEE for any reason. In the event of any vacancy occurring in the aforesaid office, the TRUSTEES shall meet as soon as reasonably possible to appoint one of their number as a replacement in such office.

15.12 Save as otherwise provided in this CONSTITUTION, the CHAIRPERSON shall preside at all meeting of the TRUSTEES and all general meetings of the HOA and shall perform all duties incidental to the office of CHAIRPERSON and such other duties as may be prescribed by the TRUSTEES or by 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 and provided further that a MEMBER'S spouse shall be entitled to speak at any meeting.

15.13 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 TRUSTEES present at such meeting shall choose another CHAIRPERSON for such meeting.

15.14 If any CHAIRPERSON vacates his office as CHAIRPERSON or no longer continues in office for any reason, the TRUSTEES shall elect another CHAIRPERSON who shall hold office as such for the remainder of the period of office of the first mentioned CHAIRPERSON.

15.15 A TRUSTEE shall be disqualified from voting in respect of any contract or proposed contract or any litigation or proposed litigation or any dispute with the HOA, by virtue of any interest he may have therein.

15.16 No contract concluded on behalf of the TRUSTEES shall be valid and binding unless it is concluded in accordance with the terms of the relevant RESOLUTION of TRUSTEES.

15.17 TRUSTEES shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as TRUSTEES and/or CHAIRPERSON, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salaries in respect of the performance of such duties.

15.18 TRUSTEES may not make loans on behalf of the HOA to MEMBERS or to themselves.

16. FUNCTIONS, POWERS AND DUTIES OF TRUSTEES

16.1 Subject to the express provisions of this CONSTITUTION, the TRUSTEES shall manage and control the business and affairs of the HOA, shall have full powers in the management and direction of such business and affairs, including the right of appointment and dismissal of any MANAGING AGENT.

16.2 May exercise all such powers of the HOA and do all such acts on behalf of the HOA as may be exercised and done by the HOA and as are not by this CONSTITUTION required to be exercised or done by the HOA in general meeting, subject however, to such regulations as may have been made by the HOA in general meeting provided that no regulation made by the HOA in general meeting shall invalidate any prior act of the TRUSTEES which would have been valid if such regulation had not been made.

16.3 Save as specifically provided in this CONSTITUTION, the TRUSTEES shall at all times have the right to appoint and revoke, on behalf of the

HOA, the services of accountants, advocates, attorneys, auditors, architects, engineers, land surveyors, managing agents, town planners or any other professional firm or person or other employees whatsoever for any reason deemed necessary by the TRUSTEES on such terms as the TRUSTEES shall decide.

16.4 The HOA TRUSTEES shall be obliged to appoint from time to time any designated service provider(s) for the provision of services, and/or appoint the HOA to manage such services on behalf of the MEMBERS, in the VILLAGE and which, not limited to, without derogating from the generality thereof, shall include:

16.4.1 Housecleaning Services;

16.4.2 Rental Pool Administration and Management Services;

16.4.3 Window Cleaning Services;

16.4.4 Real Estate Marketing Services;

16.4.5 Security Services;

16.4.6 Garden Services;

16.4.7 Handyman Services;

16.4.8 Wetland Management Services.

16.5 The TRUSTEES shall have the right to vary, review cancel or modify any of their decisions and resolutions from time to time.

16.6 The TRUSTEES shall have the right to co-opt any person or persons chosen by them. A co-opted TRUSTEE shall enjoy all the rights and be subject to all the obligations of the TRUSTEES, provided that such co-opted TRUSTEE shall only serve until the next annual general meeting.

16.7 The TRUSTEES may, should they so decide, investigate any suspected or alleged breach by any MEMBER or TRUSTEE of this CONSTITUTION in such reasonable manner as they shall decide from

time to time.

16.8 The TRUSTEES may make regulations and rules, whether termed HOUSE RULES or not, not inconsistent with this CONSTITUTION or any regulations or rules prescribed by the HOA:

16.8.1 As to the resolution of disputes generally;

16.8.2 For the furtherance and promotion of any of the objects of the HOA;

16.8.3 For the better management of the affairs of the HOA;

16.8.4 For the advancement of the interests of MEMBERS;

16.8.5 For the conduct of TRUSTEES at meetings of TRUSTEES and meetings of the HOA;

16.8.6 To levy and recover contributions from MEMBERS in accordance with clause 13;

16.8.7 To levy and recover from MEMBERS monies which are necessary to defray the necessary expenses of the LOCAL AUTHORITY in the event of the LOCAL AUTHORITY imposing any levies and imposts against the HOA;

16.8.8 To assist it in administering and governing its activities generally.

16.9 Without in any way limiting the powers granted, the duties and powers of the TRUSTEES shall further specifically include:

16.9.1 The determination of what constitutes appropriate standards for residential living, maintenance, repairs, additions to and IMPROVEMENTS of all LAND UNITS in the VILLAGE in strict accordance with the provisions of the ARCHITECTURAL MANUAL and BUILDING CONSTRUCTION DOCUMENTS;

16.9.2 The TRUSTEES shall be entitled to require any MEMBER, who shall be obliged, to repaint or renovate his

IMPROVEMENTS if in the reasonable opinion of the TRUSTEES such IMPROVEMENTS require essential repairs, have become dilapidated or are not in keeping with the general high standards of the VILLAGE;

16.9.3 Entering into of agreements with third parties on behalf of the HOA for any purposes of the HOA;

16.9.4 The employment on behalf of the HOA of agents, servants and any other party and the payment of such persons;

16.9.5 The taking of steps in all matters of common interest in respect of the HOA and, without detracting from the generality thereof, such as landscaping, maintenance of common sewage, electricity supply, private roads, refuse facilities, removal of refuse and suchlike, where applicable;

16.9.6 The institution or defence of actions in the name of the HOA and to appoint legal representatives for such purpose.

17. PROCEEDINGS OF TRUSTEES

17.1 The TRUSTEES may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provision of this CONSTITUTION.

17.2 Meetings of the TRUSTEES shall be held at least once every 6 (six) months.

17.3 The CHAIRPERSON always has the right to convene meetings of TRUSTEES.

17.4 A TRUSTEE may, provided he has the support in writing of 2 (two) other TRUSTEES, at any time convene a meeting of TRUSTEES by giving to the other TRUSTEES not less than 14 (fourteen) days written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting; provided that in cases of urgency, such shorter notice as is reasonable in the circumstances may be given.

17.5 A RESOLUTION in writing signed by all the TRUSTEES shall be valid and effectual as if it had been passed at a meeting of TRUSTEES duly called and constituted.

17.6 The quorum necessary for the holding of any meeting of TRUSTEES shall be 5 (five) TRUSTEES, provided that a meeting may be held by internet communication and/or video conferencing.

17.7 Any RESOLUTION of the TRUSTEES 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 casting vote.

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

17.9 A TRUSTEE may be represented at a meeting of TRUSTEES by a proxy provided such proxy is a TRUSTEE:

17.9.1 The instrument appointing a proxy shall be in writing and signed by the TRUSTEE concerned but need not be in any particular form;

17.9.2 The proxy shall be deposited with the CHAIRPERSON at any time before the time appointed for the commencement of a meeting and shall be valid only for such meeting or any adjournment thereof.

17.10 The TRUSTEES shall:

17.10.1 Ensure that minutes are taken of every meeting of TRUSTEES, although not necessarily verbatim, which 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;

17.10.2 Cause such minutes to be kept of all meetings of the TRUSTEES in a minute book of meetings of TRUSTEES kept for that purpose;

17.10.3 Keep all books of meetings of TRUSTEES as prescribed by law;

17.10.4 On the written application of any MEMBER, make all minutes of their proceedings available for inspection by such MEMBER.

17.11 All RESOLUTIONS recorded in the minutes of any meeting of TRUSTEES 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 TRUSTEES 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 TRUSTEES or the Laws of the Republic of South Africa.

17.12 Save as provided in this CONSTITUTION, the proceedings at any meeting of TRUSTEES shall be conducted in such reasonable manner and form as the CHAIRPERSON of the meeting shall decide.

18. MANAGING AGENT

18.1 The TRUSTEES shall, in addition to the powers contained herein, have the power from time to time, if deemed necessary, to appoint in terms of a written contract, a MANAGING AGENT to control, manage and administer the VILLAGE and to exercise such powers and duties as may be entrusted to the MANAGING AGENT, including the power to collect levies.

18.2 The TRUSTEES shall ensure that there is included in the contract of

appointment of a MANAGING AGENT a provision to the effect that if the MANAGING AGENT is in breach of any of the provisions of his contract or if he/she/it is guilty of conduct which at common law would justify the termination of a contract between master and servant, the TRUSTEES may, without notice, cancel such contract of employment and the MANAGING AGENT shall have no claim whatsoever against the TRUSTEES and/or the HOA as a result of such cancellation.

19. **GENERAL MEETINGS OF THE HOA**

19.1 Annual general meetings (AGM) shall be held at Struisbaai during December of each year at a convenient venue and time.

19.2 The TRUSTEES may, whenever they deem fit, convene a special general meeting (SGM). A general meeting shall also be convened on a requisition made by not less than 25% (twenty five per centum) of MEMBERS, or should the TRUSTEES fail to do so, such meeting may be convened by the applicants themselves provided that notice thereof is given in terms of clause 20.

20. **NOTICE OF MEETINGS**

20.1 An annual general meeting (AGM) shall be called by not less than 30 (thirty) days' notice and a special general meeting (SGM) by not less than 21 (twenty one) days 'notice. For the purposes of calculating the days, Saturdays and Sundays are included. Such notice may be given by electronic mail to the last known electronic mail address of a MEMBER. The notice shall specify the place, the day and the hour of the meeting and, in the case of special business in addition to any other requirements contained in this CONSTITUTION, the general nature of that business and the reasons for it shall be given in the manner hereafter mentioned or in such other manner, if any, as may be prescribed by the TRUSTEES to such persons as are, under this CONSTITUTION, entitled to receive such notices from the HOA; provided that a special general meeting or an annual general meeting of the HOA shall, notwithstanding that it is called

by shorter notice than that specified in this CONSTITUTION, be deemed to have been duly called if it is agreed to, and attended in person or by proxy, by not less than 60% (sixty per centum) of MEMBERS having a right to attend and vote at the meeting.

20.2 The non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

20.3 The period of 30 (thirty) days or 21 (twenty one) days, as the case may be, is calculated from the day following the date on which the posting or transmission of notices to all members has been completed.

21. PROXIES

21.1 A MEMBER may be represented at an annual general meeting and/or general meeting by a proxy.

21.2 The instrument appointing a proxy shall be in writing signed by the MEMBER concerned, or his 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 proxy may be signed by any person authorised by resolution of the board of directors of the company or by its secretary and, where a close corporation, by any member of such close corporation and, where an association of persons, by the elected secretary thereof and, where a trust, by a person duly authorised by the trustees of such trust.

21.3 The instrument appointing a proxy and the Power of attorney or other authority (if any) under which it is signed, or a notarial certified copy thereof, shall be lodged with the HOA at least 24 (twenty four) hours before the scheduled time for the commencement of the meeting or adjourned meeting concerned. The instrument appointing a proxy shall be valid only for the specific meeting or the adjournment thereof.

21.4 Notwithstanding the aforegoing, the CHAIRPERSON of the meeting may

agree to accept a proxy tendered at any time before or during the meeting.

22. **QUORUM**

22.1 No business shall be transacted at any annual general meeting or general meeting unless a quorum is present when the meeting proceeds to business and when any RESOLUTION is to be passed. The quorum necessary for the holding of any meeting shall be 25% (twenty five per centum) of the total MEMBERS entitled to attend and vote thereat.

22.2 If, within 30 (thirty) minutes after the time appointed for the commencement of the meeting, a quorum is not present, the meeting, if convened on the requisition of MEMBERS, shall be dissolved. In all other cases, 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 MEMBERS present shall constitute a quorum.

23. **AGENDA AT MEETINGS**

23.1 In addition to any other matters required by legislation or by this CONSTITUTION to be dealt with at any annual general meeting, the following matters shall be dealt with at every annual general meeting:

23.1.1 The consideration of the CHAIRPERSON's report;

23.1.2 The consideration of the ESTATE MANAGER's report;

23.1.3 The consideration of the DEVELOPER's report;

23.1.4 The consideration of the RESIDENT's TRUSTEE report;

23.1.5 The election of MEMBER TRUSTEES, inclusive of the appointment of the DEVELOPER's Trustee;

23.1.6 The consideration of the financial statements of the HOA for the last financial year of the HOA preceding the date of such meeting;

23.1.7 The consideration of the budget as presented by the TRUSTEES and confirmation of levies as currently levied by

the TRUSTEES;

23.1.8 The consideration of the report of the AUDITORS;

23.1.9 The appointment of the AUDITORS for the financial year;

23.1.10 Any other business pertinent to such meeting, including any RESOLUTIONS proposed for adoption by such meeting and the voting upon any such RESOLUTIONS.

24. PROCEDURE AT MEETINGS

24.1 The CHAIRPERSON shall preside as such at all meetings provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the TRUSTEES present at such meetings shall vote to appoint a CHAIRPERSON for the meeting who shall thereupon exercise all the powers and duties of the CHAIRPERSON in relation to such meeting.

24.2 The CHAIRPERSON may with the consent of any 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 that might have been transacted at the meeting from which the adjournment took place. No notice need be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue 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. Only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

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

25. VOTING

25.1 At every annual general meeting or special general meeting, every MEMBER present in person or by proxy and entitled to vote shall have 1

(one) vote for each LAND UNIT registered in his name. Provided that, if a LAND UNIT is registered in more than one person's name, then they shall jointly have 1 (one) vote.

25.2 At any meeting of MEMBERS a RESOLUTION put to the vote at the meeting shall be decided on a show of hands, unless before or on the declaration of the result of the show of hands a poll shall be demanded by any MEMBER. If a poll is duly demanded, it shall be taken in such manner as the CHAIRPERSON directs and the result of the poll shall be deemed to be the RESOLUTION of the meeting at which the poll was demanded.

25.3 Save as expressly provided for in this CONSTITUTION, 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 in respect of or arising out of his membership and who is not under suspension, shall be entitled to be present and to vote on any question either personally or by proxy.

25.4 Voting on any question of adjournment shall be decided on an ordinary majority of votes represented by MEMBERS entitled to attend and vote there at present in person or by proxy.

25.5 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.

25.6 Unless any MEMBER present in person or by proxy at a meeting shall, before closure of the meeting, have objected to any declaration made by the CHAIRPERSON of the meeting as to the result of any voting at the meeting, or to the propriety or validity of the procedure at such meeting, such declaration by the CHAIRPERSON shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted. An entry in the minutes of the HOA 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 RESOLUTION so recorded if such entry conforms with the declaration made by the CHAIRPERSON of the meeting as to the result of any voting at the meeting.

26. **SPECIAL RESOLUTION**

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

26.1.1 Any amendment to this CONSTITUTION; or

26.1.2 Material changes to the area of, intended use of, or construction of any improvements on the COMMON AREA;

26.1.3 The sale, letting, alienation, other disposal of, subdivision, transfer, mortgage or other encumbrance of the COMMON AREA.

26.2 Special resolutions shall be passed at special general meetings properly called and constituted in terms of the CONSTITUTION, by no less than 60% (sixty per centum) of the members present, in person or by proxy, voting, by poll, in favour thereof.

27. **MINUTES OF MEETINGS OF THE HOA**

27.1 The TRUSTEES shall:

27.1.1 Ensure that minutes are taken of every meeting of the HOA, although not necessarily verbatim, which 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;

27.1.2 Cause such minutes to be kept of all such meetings of the HOA in a minute book of meetings of the HOA kept for this purpose.

27.2 The TRUSTEES shall keep all minute books of meetings of the HOA as required by law.

27.3 On the written application of any MEMBER, the TRUSTEES shall make all minutes of the proceedings and/or meetings of the HOA available for inspection by such MEMBER.

27.4 Save as otherwise provided in this CONSTITUTION, the proceedings at any meeting of the HOA shall be conducted in such reasonable manner and form as the CHAIRPERSON of the meeting shall decide.

28. FINANCIAL YEAR END

The financial year end of the HOA is the last day of June of each year.

29. ACCOUNTS

29.1 The TRUSTEES shall cause proper books of account and records to be kept, so as fairly to explain the transactions and financial position of the HOA, including:

29.1.1 A record of the assets and liabilities of the HOA;

29.1.2 A record of all sums of money received and expended by the HOA and the matters in respect of which such receipt and expenditure occurred;

29.1.3 A register of MEMBERS showing in each case their addresses;

29.1.4 Individual ledger accounts in respect of each MEMBER.

29.2 On the application of any MEMBER, the TRUSTEES shall make all or any of the books of account and records available for inspection by such MEMBER.

29.3 The TRUSTEES shall cause all books of account and records to be retained for a period of 6 (six) years after completion of the transactions, acts or operations to which they relate.

29.4 The HOA in general meeting or the TRUSTEES may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by MEMBERS of the accounts and books of the HOA, or

any of them, and subsequent to such conditions and regulations, the accounts and books of the HOA shall be open to the inspection of MEMBERS at all reasonable times during normal business hours.

29.5 At each annual general meeting, the TRUSTEES 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 the TRUSTEES.

30. DEPOSIT AND INVESTMENT OF FUNDS

30.1 The TRUSTEES shall cause all monies received by the HOA to be deposited to the credit of an account or accounts with a registered commercial bank in the name of the HOA and, subject to any direction given or restriction imposed at a general meeting of the HOA, such monies shall only be withdrawn for the purpose of payment of the expenses of the HOA or investment.

30.2 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 the TRUSTEES from time to time.

30.3 Interest on monies invested shall be used by the HOA for any lawful purpose in the interest of the HOA.

31. AUDIT

31.1 Once at least in every year, the accounts of the HOA shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the AUDITORS.

31.2 The duties of the AUDITORS shall be regulated in accordance with general practice and applicable professional standards.

32. INDEMNITY

32.1 All the TRUSTEES are indemnified by the HOA against any liabilities bona fide incurred by them in their capacities as such, and in the case of the CHAIRPERSON in his capacity as CHAIRPERSON, as well as for all costs, and expenses (including travelling expenses) which they may incur or become liable for by reason of any authorised contract entered into, or any authorised act or deed done, in the discharge of any of their duties.

32.2 A TRUSTEE shall not be liable for the acts or omission of the AUDITORS, or of any of the other TRUSTEES, whether in their capacities as TRUSTEES or as CHAIRPERSON, unless occurring as a result of mala fides, breach of duty or breach of trust.

33. OWN RISK

Any person using any of the services, land or facilities of the HOA does so entirely at his own risk.

34. DOMICILIUM

34.1 The TRUSTEES shall, from time to time, determine the address constituting the domicilium citandi et executandi of the HOA, subject to the following:

34.1.1 Such address shall be the address of the CHAIRPERSON, or of a resident TRUSTEE nominated by the TRUSTEES, or the address of any duly appointed MANAGING AGENT;

34.1.2 The TRUSTEES shall give notice to all MEMBERS of any change of such address.

34.2 The domicilium citandi et executandi of each MEMBER shall be the street address of the MEMBER'S LAND UNIT.

34.3 It shall be competent to give notice by telefax or electronic mail where the MEMBER's telefax number or electronic mail address is recorded with the TRUSTEES.

34.4 A MEMBER may, by notice in writing to the TRUSTEES, alter his domicilium provided such new address may not be a post office box or poste restante, and provided such address is within the Republic of South Africa and shall be effective until 14 (fourteen) days after receipt of such notification. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a MEMBER shall be adequate written notice or communication to such MEMBER, notwithstanding that it was not sent to or delivered at his domicilium citandi et executandi.

34.5 Any notice to a MEMBER sent to him by prepaid registered post in a correctly addressed envelope at his domicilium citandi et executandi, shall be deemed to have been received on the 7th (seventh) day after posting (unless the contrary is proved); or delivered by hand to a responsible person at his domicilium citandi et executandi, shall be deemed to have been received on the day of delivery; or successfully transmitted via a fax or electronic mail to his chosen telefax number or electronic e-mail address, shall be deemed to have been received on the 1st (first) day after the date of transmission, unless the contrary is proved.

35. **AMENDMENT**

No amendment(s) hereto shall have any force and effect unless ratified by a quorum at a Special General Meeting (SGM).

END. Chairman LHOA.

Approved and adopted by the Homeowners at the SGM held on the 21st December 2018 at Struisbaai.

LANGEZANDT HOME OWNERS ASSOCIATION (LHOA)

The Home Owners Association of the Langezandt Fishermen's Village, Struisbaai

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Hereby it is certified that the amendments to the Constitution of the Langezandt Fishermen's Village, have been adopted and approved by the HOA and it members during the SGM held on the 21st December 2018 in Struisbaai.

It has been resolved at the SGM that the approval and adoption of the amended Constitution is to be submitted to CAM for approval and to CSOS for record keeping.

Done at Struisbaai on the 21st December 2018.

Dr J F Blignaut

Chairman of the Langezandt Home Owners Association (LHOA)

As mandated and instructed by the HOA Board of Trustees on behalf of members of the LHOA

Approved by Cape Aghulas Municipality at the council meeting at

Bredasdorp on the 30 April 2019

On behalf of CAM

(Duly authorized representative)