

Villa Cortona



RETIREMENT VILLAGE

CONSTITUTION OF THE HOME OWNERS ASSOCIATION

(In terms of the: HOUSING DEVELOPMENT SCHEMES FOR RETIRED PERSONS ACT 65 1988)

1. **NAME**

The name of the Association is the **Villa Cortona Home Owners Association.**

2. **DEFINITIONS**

In this constitution, unless the context indicates the contrary:

- 2.1 "The Association" or "VCHOA" shall mean the Villa Cortona Home Owners Association.
- 2.2 "The Township Area" shall mean the subdivided portions of the consolidation of a number of erven in DURBANVILLE described as Erf 15622 DURBANVILLE to be surveyed and registered being a portion of Portions 4 and 5 of the Farm Groot Phesantekraal 1165 situated in the CITY OF CAPE TOWN, inclusive of the private road and private open spaces.
- 2.3 "Graanendal Township Area" means Portion 5 (a portion of portion 3) of the farm Groot Phesantekraal No. 1165 in the City of Cape Town.
- 2.4 "Person" shall include a company, club, trust, partnership or other association of persons entitled by law to hold title to immovable property.
- 2.5 "Master H. O. A." shall mean the Graanendal Master Home Owners Association as constituted by the Members of VCHOA and the Members of The Graanendal H.O.A. under direction of the Council in compliance of the conditions of subdivision imposed when approving the subdivision of the Township Area and the Graanendal Township Area respectively in terms of the Ordinance;
- 2.6 "Member" shall mean a member of the Association as defined in clause 4 hereof.
- 2.7 "Graanendal HOA" shall mean the Graanendal Home Owners Association constituted in terms of the Ordinance when approving the subdivision of the Graanendal Township Area.
- 2.8 "Council" shall mean the City Council of the City of Cape Town.
- 2.9 "Occupant" shall mean the owner of a property or any other legal occupant in charge thereof such as a tenant.
- 2.10 "General Property" means those portions of the Township Area that is not capable of private ownership and includes the road and road reserves.
- 2.11 "Services servitude" shall mean the conditions imposed by local Authority in terms of all services servitudes and road reserves within the Township Area.
- 2.12 "the Committee" or "Excom" refers to the Executive Committee elected in terms of clauses 6 and 7.
- 2.13 "Republic" refers to the Republic of South Africa as described in the constitution of said Republic.
- 2.14 "Ordinance" shall mean the Land Use Planning Ordinance, 15 of 1985
- 2.15 Other definitions as required by circumstances.

3. **OBJECTIVES**

The Villa Cortona Home Owners Association is a Body Corporate. Its objectives are to:

- 3.1 through the elected executive committee set and enforce standards for high density communal life within the Township Area, in such a way that all members may derive the maximum collective benefit therefrom by concentrating on the promotion of a sympathetic and conjugal atmosphere within the scheme with particular emphasis upon the fact that the scheme is a Housing Development Scheme within the context of Act 65 of 1988;
- 3.2 promote and enforce acceptable aesthetic, environmental and architectural styles and design criteria for the Township Area in order to conserve the harmonious character thereof provided that it at all times complies with the Development Proposals prescribed by the Master H.O.A.;
- 3.3 control and maintain the common services and land, and in particular the private open spaces, the private road and its reserve area; and

- 3.4 to control manage and maintain all improvements upon the Common Area including all boundary walls and fences;
- 3.5 to manage and maintain the common areas with special reference to the sewage system, storm drainage system, streetlights and fire fighting system, to cultivate gardens and to beautify same and to undertake certain garden services on behalf of the members, if authorised thereto by members of the association.
- 3.6 to acquire the necessary finances from members to attain its set objectives by the implementation of monthly levies, and special levies when necessary;
- 3.7 to employ a worker or workers to attend to the removal of refuse and to attend to other tasks as may be identified by the committee in the exercise of its authority;
- 3.8 to ensure in co-operation with the Body Corporate of the Sectional Title development within the Scheme that will conditionally be known as the "Villa Cortona Sectional Title Scheme" that the services that are provided to occupants of the Facility for debilitated persons are reasonably priced and conform to acceptable medical standards.
- 3.9 To ensure that the community centre, dining hall and kitchen are operated or being operated to the benefit of all members and to compel members to utilise a minimum number of meals for every month if the Excom should so decide provided that the cost thereof be recovered from members as part of the monthly levies.
- 3.10 To comply with the directives of the Master H.O.A. with regard to the provision of security in, access control to, and the landscaping of the Township Areas within Graanendal in accordance with the terms of the Constitution of the Master H.O.A. and contributing to the cost thereof in accordance with such constitution. and.....
- 3.10.1 Any other services that also may be shared once they have been identified in the future
- 3.11 to take such steps as may be necessary to accomplish these objectives.

4. MEMBERS

- 4.1 Membership of the Association as well as the Master H.O.A. shall be evidenced by registered ownership in the Deeds Registry, Cape Town, of one or more Erven in the Township Area including any Sectional Title Unit within the Sectional Title Scheme upon such Erf;
- 4.2 Upon registration of ownership of the Erf or Section in the name of a purchaser, membership of the Association by such purchaser shall be automatic and obligatory and members shall be obliged to comply with the provisions of this constitution;
- 4.3 No person shall be entitled to cease to be a member of the Association while remaining the registered owner of an Erf or Section in the Township Area;
- 4.4 Membership shall be transferred by the registration of a deed of transfer in the Deeds Registry, Cape Town, passing transfer of one or more Erven in the Township Area or one or more units in the Sectional Title Scheme from the previous owner to the new owner.
- 4.5 Each member shall be entitled to 1 (ONE) vote for each Erf or Sectional Title Unit of which he is the owner in the township area. Ownership of an Erf or Unit in undivided shares will entitle the owners to only one membership, which membership will be represented by one person in terms of the conditions of clause 8.10 hereunder.

5. CESSATION OF MEMBERSHIP

No member ceasing to be a member of the Association for any reason shall, (nor shall any such member's executor, curators, trustees or liquidators) have any claim upon or interest in the funds or property of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such member or his estate any arrear levies or any sums due from him to the Association at the time of him ceasing to be a member.

6. COMMITTEE

The powers of the Association, except where they have to be executed by the General Meeting, must be executed by the Executive Committee (Excom).

7. EXECUTIVE COMMITTEE

7.1 Composition:

7.1.1 The number of Excom members will be determined from time to time by the General Meeting with the provision that there will at no stage be less than five or more than Eight Excom members.

7.1.2 The address of the Excom will be advised.

7.2 Election by Annual General Meeting:

7.2.1 Only members (or their representatives in terms of 7.2.2) may be elected as members of Excom. Such members are elected for a period of one year at a time. The trustees shall be elected at the first annual general meeting and thereafter at each subsequent annual general meeting, and shall hold office until the next succeeding annual general meeting, but they shall be eligible for re-election, if so nominated. Members will be elected by means of a secret ballot.

7.2.2 Only members and their spouses, in the case of natural persons and representatives of members in all other instances (duly authorised by written authority by such members) will be eligible for election as members of the Excom.

7.2.3 Nominations by owners for the election of trustees at any annual general meeting shall be given in writing and be signed by 2 (two) members, accompanied by the written consent of the person nominated, so as to be received at the domicilium of the Association not later than 48 hours before the start of such meeting: Provided that trustees are also capable of being elected by way of nominations with the consent of the nominee given at the meeting itself should insufficient written nominations be received

7.2.4 The Excom members may fill any vacancy or co-opt members with understanding that the number of Excom members may not be more than 8 (eight) of which at least one shall be a member of the sectional title body corporate. Any Excom member that is co-opted in the place of a member whose service has come to an end before the end of his term, for whatever reason, will coincide with a service term of the member in whose place he has been co-opted.

7.3 Termination of office:

The office of a member of the Excom will be terminated when:

7.3.1 he gives written notice as such to the Excom; he has become mentally disturbed; he has surrendered his estate as insolvent or if he has been sequestered;

7.3.2 he has been found guilty of an offence where dishonesty is an element;

7.3.3 he has been absent from more than 3 (three) consecutive meetings of the Excom without permission;

7.3.4 he has been removed from office by a decision of the General Meeting;

7.3.5 he is no longer a member.

7.4 Meetings and procedures:

7.4.1 Members of the Excom may give notice of meetings, meet for the conclusion of business, adjourn or arrange their meetings as they may deem fit. It will not be necessary to give notice of a meeting to any member of the Excom if he is not within the republic.

7.4.2 Any member of the Excom may convene a meeting of the Excom by giving at least 5 (five) days notice of the meeting proposed by him to the other members of the Excom of which the reason for the calling of such meeting is set out for the understanding that in urgent matters shorter notice may be given depending upon the circumstances.

7.4.3 A quorum of the Excom will be made up by 3 (three) members of the Excom when there are 5 (five) or 6 (six) members and when there are 8 (eight) members in the Excom 4 (four) members will form a quorum. Should there not be a quorum present at any meeting after 30 (thirty) minutes after predetermined time of the meeting such meeting will be adjourned until

the next business day at the same time.

- 7.4.4 At the commencement of the 1st (first) meeting of the Excom after each Annual General Meeting, the members of the Excom will elect a chairman from their midst who will bear office until the end of the next Annual General Meeting and such chairman will have a casting vote. Any such chairman may only bear office for a maximum of two consecutive terms. However, he may be re-elected in terms of clause 7.2.1 above as an Excom member and fill any other function within the Excom. When any chairman steps down from office or if his term is terminated by the members at a General Meeting, the members of the Excom will elect another chairman who shall be in office for the remaining period for which his predecessor was elected for, and he will have similar voting rights.
- 7.4.5 All matters on any meeting of the Excom will be determined by a simple majority of the member's present taking part in the vote.
- 7.4.6 The members of the Excom may from time to time appoint a person as secretary of the association to undertake the normal functions of a secretary and to attend all meetings and to keep minutes thereof.

7.5 **Powers of the Excom:**

The management and administration of the Association will vest in the Excom, who will exercise such powers of the Association and as such acts on behalf of the Association, that have not been reserved to be exercised or implemented as such by the General Meeting of the Association, in terms of this constitution. Without limiting the generality of the aforesaid, such powers may include but will not be limited to the following:

- 7.5.1 To set applicable standards for community life and to manage and maintain the property in the township area.
- 7.5.2 The exercise of all acts necessary to attain the objectives as set out herein, whether expressly or impliedly.
- 7.5.3 The investment and reinvestment of funds of the Association that is not immediately required upon such a way as they may determine from time to time;
- 7.5.4 To operate a banking account with all powers required by such institution;
- 7.5.5 To draft, enter into and to give effect to agreement or contract to the benefit of the Association;
- 7.5.6 To employ and remunerate agents, employees and other parties;
- 7.5.7 To institute legal action in the name of the Association or to defend any action against the Association and to appoint a legal representative for such purposes. In the particular and without limiting the generality of the aforesaid to have a right to issue summons against members for the payment of arrear levies and/or for the execution of their duties in terms of the constitution for the cost of which would be for the account of the particular member.
- 7.5.8 To from time to time lay down and impose rules and regulations on all members and occupants of the township area to accomplish the objectives of the Association and to amend or replace such rules and regulations where and when necessary.
- 7.5.9 To approve of any additions or alterations to dwellings within the existing architectural style of the township area and to ensure that similar building materials are used in the construction and in particular to ensure that the exterior design and maintenance of such buildings as well as the materials and colours used thereon are such that it ensures a decent and aesthetically acceptable character of the township area.
- 7.5.10 the conditions of 7.5.9 will be mutatis mutandis applicable to all other works on township erven of members including but not restricted to fences, pergolas, boundary walls and paving.
- 7.5.11 the authority of the Excom in exercising their duties is limited to amounts and contract-periods as decided by the General Annual Meeting. For any amount and/or contracts and/or lawsuits exceeding the authorised amounts a Special General Meeting must be convened for approval amendment or disapproval of the amount, contract or lawsuit.

7.6 **The validity of acts by all members of the Excom:**

No act by member of the Excom shall be invalid simply because of a problem with the appointment to or the continuance in office of that member of the Excom and such act shall be valid as if such member of the Excom has been duly nominated and appointed to such office.

7.7 **Remuneration:**

Members of the Excom will be entitled to repayment of all reasonable and bona vide expenses incurred by them in connection and coherent with the exercise of their duties as members of the Excom, except for as far as provided no member of the Excom will be entitled to any remuneration, fees or salary for the execution of his duties. No member of the Excom or his family will be entitled to enjoy the benefits of a contractual relationship with the Excom or the Association.

7.8 **Indemnity:**

No member of the Excom is responsible unto the Association or any member thereof or to any other person whoever for anything done or not done by themselves, the Association or its employees or agents. A member is furthermore indemnified by the Association against any loss or damages suffered by him as a result of any deemed responsibility provided that such member acted according to the information available to him in good faith and without malice.

8. **GENERAL MEETINGS**

Over and above the special General Meeting referred to in clause 9 hereunder the members of the Association will hold ONE (1) Annual General Meeting each year at such place and time, not further than FIVE (5) kilometres from the township area as may be determined by the Excom but in such a manner that no more than FIFTEEN (15) months will pass in between TWO (2) consecutive meetings. The matters to be dealt with at the Annual General Meeting will include the following:

8.1.1 A report on the matters of the Association, including an operational budget for the following year;

8.1.2 The consideration of the balance sheet and accounts of the previous financial year;

8.1.3 The consideration of any proposal affecting matters of the Association of which due notice was given;

8.1.4 The election of members of the Excom;

8.1.5 Any matters of which due written notice was given at least TWENTY ONE (21) days prior to the date of such meeting.

8.2 The Annual General Meeting will be called with no less than TWENTY ONE (21) days written notice to each member's last known address together with the minutes of the previous Annual Meeting, the financial accounts of the preceding year, the agenda, as well as nomination forms and a proxy form.

8.3 **Special General Meetings:**

The Excom may call a special General Meeting when it is deemed to be in the interest of the Association.

A special meeting will also be called for after receipt of a special written request by no less than TEN (10) members addressed to the Chairman of the Excom.

A Special General Meeting will be called with no less than FOURTEEN (14) days written notice to each member. The notice will contain the place, the date and the time of the meeting as well as the general nature of the matters to be discussed, with the clear understanding, that any meeting will be considered to have been called in a due and proper fashion if 25% of members or more of the Association approve thereof despite the fact that shorter notice might have been given.

8.4 **Legality of meetings:**

The fact that no notice was mistakenly given of a meeting or the fact that any member normally entitled to such notice did not receive same will not invalidate such meeting or any of the decisions taken there at.

8.5 **Quorum:**

No matters will be discussed at any meeting unless a quorum is present. The quorum for all circumstances will be no less than 50% plus 1 (one) of the total number of members.

8.6 **Adjournment:**

If a quorum is not present within THIRTY (30) minutes from the time stipulated for the commencement

of the meeting, such meeting should, if convened at the request of members, be cancelled. In all other cases it will be adjourned until the corresponding day of the next week at the same time and to be held at the same place and if there is no quorum at such reconvened meeting within half an hour of time stipulated for such meeting, then the members present at such meeting will form a quorum. All members of the Association must receive notice of such an adjournment of the meeting.

8.7 The Chairman of the Excom will act as Chairman of each General Meeting but if the Chairman is not present the Vice Chairman will act in his place. If both should be absent a member of the Excom will act as Chairperson. If no member of the Excom is present, the meeting shall elect a Chairperson for such a meeting.

8.8 **Voting:**

At all General Meetings any motion that is tabled shall be put to the vote immediately in accordance with the following principals:

8.8.1 Each member present shall have ONE (1) vote for each Erf or Sectional Title Unit registered in his/her name;

8.8.2 Each person present by way of a Power of Attorney shall have one vote for each Erf or Sectional Title Unit registered in the name of the member he is representing;

8.8.3 Each member and each holder of a Power of Attorney on behalf of a member will vocally announce how he has brought out the votes that he is entitled to bring out unless the meeting decides that it shall be held in secret;

8.8.4 All decisions will be taken by an ordinary majority of all members present in person or by proxy and who votes at the meeting;

8.8.5 The Chairman of the meeting will count all votes for and against a proposal and will declare that it has been accepted or rejected as the case may be;

8.8.6 A declaration by the Chairperson of the outcome of the voting and a recording thereof in the minutes of the Association will be sufficient proof that a resolution was made.

8.9 **Incapacity:**

In the event of a member being declared unfit to manage his own affairs or if he has been declared insolvent or as a wastrel or in the event a company if it has been placed under judicial management or in liquidation, such member will be represented by his/her curator bonis, trustee, judicial manager or liquidator as the case may be, who will be able to vote on behalf of such member, either personally or by his representative under proxy.

8.10 **Co-ownership:**

In the event that an Erf or Sectional Title Unit is registered in the names of two co- owners, then when any matters are brought to the vote the owners themselves will decide who brings out the vote. Where the co-owners of an Erf or Sectional Title Unit are both natural persons and a company, the vote of the natural person will count.

8.11 **Proxy**

8.11.1 Votes may be brought out in person or by proxy.

8.11.2 All proxies should be given in writing and upon the normal manner or in any other format approved of by the Excom and shall be signed by the member, his attorney or agent acting under his/her written authority or if the member is a company, is under signed by a official duly authorised thereto.

8.11.3 The written proxy to act on behalf of a member together with the Power of Attorney or a notarial copy thereof in terms of which such person signs the first proxy must be handed in at the domicile citandi of the association by no later than Twenty Four (24) hours on or before the nearest workday before the time determined for the meeting or the adjourned meeting at which the person mentioned in such proxy must vote, and if this was not done such representative will not be allowed to bring out a vote at the meeting.

8.12 **Company/Trust**

Any company that is a member of the Association may authorise by a resolution of its board of

directors or any other management institution, any person that it may deem fit to represent it at any meeting of the Association and the person thus authorised shall be entitled to the same powers that the company he is representing would have had, had it been a natural person. The same conditions will apply in the case of a Trust.

8.13 Disqualification:

No member who may otherwise in terms the constitution is entitled to take part in the affairs of the General Meeting or who may declare himself eligible for election as a member of the Excom will be entitled to do so if his monthly levies are in arrears for a period longer than THREE (3) months.

9. STATUS OF ASSOCIATION

The Home Owners Association will be a Body Corporate:

- 9.1 with legal capacity that can sue and may be sued in its own name and that may acquire moveable and immovable property;
- 9.2 of which no member in his personal capacity will have any right to the title or interest to or in the property, funds or assets of the Association and which property funds or assets will vest in the Association and will be managed by the Excom in terms hereof;
- 9.3 that will not be an Association for gain but be for the benefit of the owners and occupiers of immovable property situated within the township area.

10. LEVIES

- 10.1 The Association, through the Excom, will have the authority, subject to any conditions or guidelines imposed by the General Meeting:
 - 10.1.1 to administer a levy fund for administrative expenses that will be sufficient in the view of the Excom to cover all costs in attaining the objectives of the Association;
 - 10.1.2 to require from members whenever it may be necessary to pay a reasonable levy to cover any claim against the Association;
 - 10.1.3 to determine from time to time amounts that will be levied for the purposes set out above;
 - 10.1.4 withhold the right to give transfer of a unit by a member unless all levies or other money due to the Excom relating to such unit has been paid or adequate provision has been made for the payment thereof to the Excom.
- 10.2 Any levy levied in terms of this constitution will become due and be payable upon demand from the time that the decision was made by the Excom and it can be recovered by the Excom in any way of any action in any court including the Magistrate's Court with adequate jurisdiction from persons who were members at the time when the said decision was made. Interest will be levied on all amounts outstanding for longer than SEVEN (7) days at the prime rate of interest as charged by ABSA Bank until the date of payment thereof.
- 10.3 The Excom may in determining the levy, not distinguish between natural and legal persons.
- 10.4 In the determination of levies the Excom must draw a clear distinction between members who are owners of conventional erven and those who are owners of Sectional Title Units to the extent that the latter group will only have to pay 50% (Fifty Percent) of the normal contributions to the upkeep and maintenance of gardens and roads within the Scheme as they will each have to contribute towards the upkeep and maintenance of the gardens, roads and security relating to the property upon which the Sectional Title Scheme has been developed.
- 10.5 The Excom of the Association will not be entitled to amend the 3 year budget that was compiled by the Developer and which formed part of the Sale Agreement between the Developer and the Purchasers unless the written approval of the Developer was obtained;

11. ACCOUNTING RECORD

The Excom will ensure that proper accounting records of all administration and finances of the Association are held at the domicilium citandi et executandi of the Association or such other place/s as may be required and it will produce annually an audited balance sheet and income statement.

- 11.2 The Excom will be obliged to table an audited balance sheet and income statement for consideration

to the Association at a General Meeting.

11.3 The Association's financial year will be from the 1st March until the last day of February of the following year.

11.4 The appointment of the auditor will only take place at the Annual General Meeting.

12. SERVICES SERVITUDE

All Members of the Home Owners Association will at all times be bound by the conditions imposed by Local Authority in respect of all services servitudes as Reflected in Addendum "F1" attached hereto.

13. LOCAL AUTHORITY

The Local Authority will retain the right to intervene in an undertake the functions and activities of the body corporate or to appoint an agent or person to undertake such business as is necessary to ensure all the above for any period of time and that members of the Association will be responsible for the financial implications of such actions and that all relevant costs will be borne by all members jointly.

14. DOMICILLIUM

14.1 For the purposes of this agreement, including all notices to be given and the serving of all legal process, the Association chooses as its domicilium citandi et executandi the following:

14.1.1 The office of the Association;

14.1.2 Each member — at the Erf or Sectional Title Unit registered in his name with the understanding that the Association or any member may at any time change his/her domicilium citandi et executandi to another address by written notice upon the express condition that should the owner be living outside the country's borders that the address of a local agent will be given. Such new address may not be a postal box or poste restante and such notice will only take effect FOURTEEN (14) days after receipt of such notice.

14.2 Any written notice that is given in terms this constitution may be given by delivery by hand or by the posting of such notice by prepaid registered mail in which case it will be deemed that such notice was duly received TEN (10) days after it has been posted at any post office within the Republic of South Africa. The production of proof of the posting of registered fees will be full and ample proof of the date of the date of posting of such notice.

15. VOLUNTARY LIQUIDATION

15.1 The Association can be liquidated by way of the decision of the General Meeting on condition:

15.1.1 Twenty Five Percent (25%) of the members present in person or represented by proxy at the duly constitution of the Association voted in favour thereof; and

15.1.2 the Council of City of Cape Town or its assigns have approved thereof.

15.2 In the case of such a liquidation it will be the duty of the Excom or their duly authorised agent to liquidate the assets of the Association and to settle all obligations of the Association where after remainder must be divided amongst all members in accordance with the number of Erven registered in the name of each such member. If the Excom or its authorised agent is not capable of finding any member within a period of twelve months of such liquidation, the portion allocated to such member will be paid into the guardian's fund with the Master of the High Court.

16. AMENDMENT OF THE CONSTITUTION

16.1 This constitution may be amended at a special General Meeting or an Annual General Meeting of the Association.

Any such amendment must be approved by Fifty percent (50%) plus one (1) of the members of the total number of members whether present in person or by proxy.

16.2 Any amendment of the constitution must be lodged with the local authority for approval.

17. INTERPRETATION/DISPUTES

17.1 Any dispute of whatever nature between members including a dispute regarding the interpretation of this constitution that may rise shall be subject to the terms of clause 17.4, be referred for judgement to a practising senior advocate of the Cape bar of at least FIVE (5) years standing as such. In the case

of a dispute concerning of clauses 7.5.9 and 7.5.10 it will be referred to an architect with at least FIVE (5) years practical experience as agreed between the parties to the dispute. Such advocate or architect will act as an expert and not as an arbitrator and will settle the matter. His judgement will be final and binding on all parties and will be capable of being enforced by a court of law.

- 17.2 If the parties cannot come to an agreement as to which senior advocates must be appointed to settle the dispute he shall be nominated by the President Cape Bar Council.
- 17.3 If the parties cannot come to an agreement as to the architect that must be appointed to settle the dispute he shall be nominated by the President of the Cape Provincial Institute of Architects.
- 17.4 Despite any conditions to the contrary contain herein the Excom will be entitled in its exclusive discretion to institute any action in a competent court of law or any legal aid whereto it may be entitled in terms of the conditions of this constitution including to recover arrears in levies.
- 17.5 For the enforcement of any of the rules made by the trustee committee in terms of this clause, or of any of the provisions of this constitution generally, the trustee committee may,
- 17.5.1 give notice to the member concerned requiring him to remedy such breach within such period as the trustee committee may determine; and/or
- 17.5.2 take or cause to be taken such steps, as they may consider necessary to remedy the breach of the rule or provision of which the member may be guilty, and debit the cost of so doing to the member concerned, which amount shall be deemed to be a debt owing by the member concerned to the Association; and/or
- 17.5.3 take such action, or proceedings in court, as they may deem fit.
- 17.6 Should the trustee committee institute any reasonable legal proceedings against any member or resident in the village for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the member or resident concerned, calculated as between attorney and client, including collection commission.
- 17.7 In the event of any breach of the rules by the members of any member's household or his guests or lessees, such breach shall be deemed to have been committed by the member himself.
- 17.8 If any member disputes the fact that he has committed a breach of any of the rules, an appeal committee made up of three members drawn by lot from a panel of ten members willing to fulfill this function, appointed by the Trustee Committee shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as such appeal committee may direct. The decision of the appeal committee shall be final and binding.
- 17.9 Notwithstanding anything to the contrary herein contained, the trustee committee may in the name of the Association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint attorneys and counsel, as they may deem fit.
- 17.10 The Association may in general meeting itself make any rules in regard to any matter and may also vary or modify any rule made by it or by the trustee committee from time to time.
- 17.11 All rules must be reasonable and must apply equally to all owners of erven and units.

18. LODGEMENT OF PLANS

All members will be obliged to lodge any building plan with the Excom for inspection and approval before such plan maybe lodged with a local authority for inspection or approval irrespective whether such plan is for a new construction or amendments to the existing buildings or additions thereto. The immediate neighbours should be consulted in the process.

The Developer will exclusively undertake this function until such time as the Excom has been appointed.

19. GENERAL

19.1 The registered owner shall not make any changes additions to or demolish any part of the exterior of the property including boundary walls, fences or decorative improvements etc. and will not be allowed to paint the outside of any wall or structure or to change the colour thereof without the written approval of the Excom.

19.2 A prospective buyer must sign the Constitution and the House Rules before the signing of the

purchase-deed as recognition of the authority of these two documents.

NB: In the event of any dispute pertaining to the exact interpretation of the wording in any clause of either the Afrikaans or English versions of this Constitution the English version will take precedence and be regarded as the authentic document.