

Version 4 Draft 3 for consideration by: Drakenstein Municipality and CSOS
Ombudsman

CONSTITUTION OF THE BOLAND OVAL PROPERTY OWNERS' ASSOCIATION

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1. DEFINITIONS

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

- 1.1 **"Accreditation"** means recognition of the appointment of the service provider by a Member to provide a service to such Member and registering the service provider on the security system of the Estate, subject to the service provider undertaking to adhere to the Estate Rules and any rules, method statements, management plans, and standards determined by Exco.
- 1.2 **"Alienate"** means to alienate any portion of land created by subdivision of the Development and includes the alienation of a Unit, whether by way of sale, exchange, donation, deed, intestate succession, will, cession, assignment, court order, insolvency, or liquidation, irrespective of whether such alienation is subject to a suspensive or resolutive condition and "alienation" shall have a corresponding meaning.
- 1.3 **"Ambush Marketing"** means the practice by which a party attempts to associate its products with an event that already has official sponsors or the use of an event to compete for exposure against other advertisers.
- 1.4 **"Association"** means Boland Oval Property Owners Association which is bound by the provisions of this Constitution duly constituted in terms of Section 29 of the DMPBL.
- 1.5 **"Architectural Rules"** means, in respect of any particular Erf, the Architectural Rules drawn up by the Developer for and applicable to the Sectional Title Scheme established in terms of that Erf and incorporated in the management rules applicable to each Body Corporate;
- 1.6 **"Association Levy"** means the Owners Association levy raised by the Association and collected directly or by Bodies Corporate from Members on the Association's behalf, and which is to be distinguished from levies raised by the various Bodies Corporate for their own purposes upon their respective members, as more fully set out in clause 12 below;
- 1.7 **"Auditors"** means the auditors of the Association from time to time;
- 1.8 **"Body Corporate"** means a Body Corporate established for a Sectional Title Scheme in terms of the provisions of the Sectional Titles Act;
- 1.9 **"Boland Park"** means the internationally accredited cricket stadium on Erf 42377, Paarl, abutting the Development.
- 1.10 **"Building"** every building constructed or to be constructed that comprises a Sectional

Title Scheme;

- 1.11 **"Chairperson"** means the Chairperson for the time being of Exco;
- 1.12 **"Common property"** means such portion of an Erf and such parts of a Building that will be designated as common property on the Sectional Plan in question pursuant to the provisions of the Sectional Titles Act;
- 1.13 **"Common Areas"** means –
- 1.13.1 all Erven and Units that are transferred by the Developer to the Association to be held and maintained by the Association for the benefit of the Members, such as security offices, main power supply room, chiller/air conditioning rooms, IT rooms, refuse rooms, etc.; and
- 1.13.2 all common property such as roads, walkways, communal gardens, visitors parking areas, and storage areas, including the entire parking area of every Building, access thereto and egress therefrom, security doors, external security, fencing etc., but excluding the following common property which is the responsibility of the Bodies Corporate - tiled foyers, lobbies, lift foyers and passageways within the security areas, external facades, roofs and terraces and further excluding common property which is delineated as exclusive use areas on the sectional plan in respect of an Erf;
- 1.14 **"Common Services"** means all bulk services including services in respect of the provision of water, sewerage, electricity, drainage, telecommunications, refuse removal, fire-fighting, security, fibre connectivity, transport and all such other utilities and amenities serving the Common Areas, Units and Erven;
- 1.15 **"CSOS"** means the Community Schemes Ombud Service Act, 2011 (Act No 9 of 2011);
- 1.16 **"Constitution"** means the constitution of the Association embodied in this document with the annexures hereto, amended as it may be in terms hereof from time to time;
- 1.17 **"Deed of Sale"** an agreement of sale and purchase in terms of which any party has purchased a Unit in a Sectional Title Scheme;
- 1.18 **"Developer"** means Boland Gateway (Pty) Ltd, Registration no. 2016/278858/07, or its successor-in-title as the Owner of the Remainder;
- 1.19 **"Development"** means Remainder Erf 41638 Paarl, which forms part of the Boland Cricket grounds but which does not include the Cricket Stadium, and upon which residential sectional title apartment blocks are being developed to be known as the Boland Oval Lifestyle Estate;

- 1.20 "**DMIWMB**" means the Drakenstein Municipality Integrated Waste Management Bylaw, as amended, or replaced from time to time;
- 1.21 "**DMPBL**" means the Drakenstein Municipality: By-Law on Municipal Land Use Planning 2018 (as amended) and includes any superseding legislation;
- 1.22 "**Entity**" means any company, close corporation, other association, or body of whatever nature that has legal personality, and any trust or partnership (only natural persons being excluded);
- 1.23 "**Estate**" means the Boland Oval Lifestyle Estate developed on subdivided portions of Erf 41638, Paarl, consisting of different phases and sectional title schemes;
- 1.24 "**Estate Rules**" means the house rules established by the Association to provide for the use and enjoyment of Units and the common property by and to promote the harmonious co-existence of all Owners and occupiers in the Development, which rules are annexed hereto marked Annexure "C", and which may be amended, substituted, or added to by Exco from time to time;
- 1.25 "**EUA**" means the right of exclusive use of a parking/s bay allocated by the Developer to a Unit/s as provided for in Sections 10(7) and 10(8) of the STSMA;
- 1.26 "**Exco**" means the Executive Committee for the time being of the Association appointed in terms of this Constitution;
- 1.27 "**Exco Members**" means the members of Exco from time to time;
- 1.28 "**Erf**" means every erf in the Development created by the subdivision of the whole or any portion of the Development and "Erven" means all the erven in the Development and the Remainder collectively;
- 1.29 "**Improvements**" means any structure of whatever nature constructed or erected or to be constructed or erected on an Erf or the Remainder;
- 1.30 "**Local Authority**" means Drakenstein Municipality or any local authority that may succeed it as the local authority which has jurisdiction over the Development from time to time;
- 1.31 "**Managing Agent**" means any person or Entity appointed by the Association as an independent contractor to undertake any of the functions of the Association;
- 1.32 "**Member**" means every person identified in 7.1 below, and "membership" shall have a corresponding meaning;

- 1.33 **"Membership Quota"** means, in respect of each Member, the percentage that the total floor area of all residential sections registered in the name of such Member at the time, as recorded in the participation quota schedule/s applying to the Body Corporate/s in question, constitutes of the total floor area, collectively, of all residential sections reflected on the Sectional Plans that have been registered in respect of Buildings in the Development at the time, as recorded in the participation quota schedules relating to the various Bodies Corporate in question, on the basis that whenever there is an increase in the total number of residential sections in the Development pursuant to the establishment of a further Building/Body Corporate, there shall be a resultant decrease in the Membership Quota of every current Member;
- 1.34 **"Ordinary Member"** means any Member of the Association other than the Developer;
- 1.35 **"Office"** means the administrative office of the Association;
- 1.36 **"Owner"** means the registered owner of an Erf and/or Unit.
- 1.37 **"Prime Rate"** means the publicly quoted basic rate of interest per annum at which ABSA Bank lends monies in South African Rand on unsecured overdraft to first class corporate borrowers in general from time to time, on the basis that such interest is compounded monthly in arrears and calculated on a 365 (three hundred and sixty five) day year factor, irrespective of whether or not the year is a leap year (and which said rate of interest is at times also referred to as the prime commercial overdraft rate of interest), as certified by any officer of ABSA Bank whose appointment and authority it shall not be necessary to prove;
- 1.38 **"Proxy"** means a person duly appointed by a Member in terms of the provisions of the Constitution to represent him at any meeting or resumption of any meeting which has been postponed;
- 1.39 **"Remainder"** means the remainder of the Development left over from time to time after the subtraction therefrom of portions thereof that are transferred out or in respect of which certificates of registered title have been issued;
- 1.40 **"Reserve funds"** means an amount set aside by the Association to meet the unexpected costs that may arise in future, including future cost of maintenance.
- 1.41 **"SANAS"** means the South African National Accreditation System, the official accreditation body for South Africa, headquartered in Pretoria.
- 1.42 **"Sectional Plan"** means the sectional plan to be drawn in respect of any Erf and Building in terms of the provisions of the Sectional Titles Act and approved by the Surveyor General;

- 1.43 **"Sectional Titles Act"** means the Sectional Titles Act No. 95 of 1986, as amended from time to time;
- 1.44 **"Sectional Title Scheme"** means any sectional title scheme established in terms of the Sectional Titles Act on any Erf;
- 1.45 **"STSMA"** means the Sectional Titles Schemes Management Act No. 8 of 2011 as amended from time to time, and any regulations made and in force thereunder;
- 1.46 **"Unit"** means a section (as defined in the Sectional Titles Act No. 95/1986) in any Sectional Title Scheme on any Erf together with such section's undivided share in the common property of such Sectional Title Scheme;
- 1.47 **"Visitor Accommodation"** means the provision of overnight accommodation for paying guests on a short-term basis (where the same guests stay for periods of 30 days or less) and includes examples such as self-catering dwelling units, bed and breakfast facilities, guest house, guest lodge, and backpackers' accommodation, but excludes an hotel. Short Term Letting, Tourist Accommodation, Guest Accommodation and Short Stay Accommodation have the same meaning;
- 1.48 **"Waste Management Plan"** means the Waste Management Plan prepared in keeping with the Drakenstein Municipality Integrated Waste Management Bylaw (DMIWMB) and Drakenstein Municipality Waste Management Guidelines in terms of which all solid waste generated in the Estate will be managed as embodied in the Master Plan in respect of the Development approved by the Local Authority, as it may be amended from time to time, read together with the Architectural Design Controls referred to in 1.4 below. WMP and Boland Oval Waste Management Plan have the same meaning;
- 1.49 **"Year"** means a financial year of the Association.

2. INTERPRETATION

In this Constitution:

- 2.1 The clause headings are for convenience and shall be disregarded in construing this Constitution.
- 2.2 Unless the context clearly indicates a contrary intention:
- 2.2.1 the singular shall include the plural and vice versa;
- 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 clause herein shall, for the purpose of that clause and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the clause in question.
- 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 of the Republic of South Africa, 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 are deemed to be incorporated in and form part of this Constitution.

3. COMMENCEMENT DATE

The Association, as contemplated in terms of section, comes into existence simultaneously with registration of the first transfer of an Erf or a Unit from the Developer to an Owner.

4. STATUS

- 4.1 The Boland Oval Property Owners Association is constituted for the purpose of taking assignment of the functions and powers of the Body Corporate/s of the sectional title schemes comprising the Development.
- 4.2 Whereas-
- 4.2.1 in accordance with this Constitution all the members of the respective Body Corporates of the Sectional Title Scheme/s shall be members of the Boland Oval Property Owners Association (the "Association") and the functions and powers of the Body Corporate/s are herein assigned to the Association; and

- 4.2.2 a condition is imposed by the Developer in terms of Section 11(3)(b) of the Act in respect of the Sectional Title Schemes whereby the transfer of a unit without the consent of the Association is prohibited; and
- 4.2.3 in accordance with regulation 6(4) of the STSMA, the Developer has substituted the whole of the management- and conduct rules set out in the Regulations to the STSMA with this Constitution and as a result the management and conduct rules as set out in the Regulations will not apply to the management of The Estate or the Association.
- 4.3 The Association shall:
- 4.3.1 have legal personality, and be capable of suing and being sued in its own name; and
- 4.3.2 not operate for profit and for the benefit of the Members.
- 4.4 No Member in his personal capacity shall have any right, title, or interest to or in the funds or assets of the Association which shall vest in and be controlled by the Exco.

5. OBJECTS

- 5.1 The purpose and main object of the Association is to conduct the functions and powers of the Body Corporates in accordance with the Sectional Titles Act, the STSMA, and the provisions of this Constitution. The Association shall have the following objects:
- 5.1.1 to function as a Home Owners Association established in terms of Section 29 of the DMPBL for the Development, and in particular to ensure that the matters referred to in Section 29(3) of the DMPBL to be adhered to and complied with;
- 5.1.2 to take transfer of those portions of the Development that are designated by the owner thereof as common areas that are to be owned by the Association for the benefit of its members;
- 5.1.3 to enter into agreements of servitude in its favour over portions of land within the Boland Oval Lifestyle Estate for the benefit of its members;
- 5.1.4 to administer, manage, oversee, maintain, and control the Common Areas;
- 5.1.5 to manage, oversee and control all security aspects of the Boland Oval Lifestyle Estate;
- 5.1.6 to enter into agreements for the provision of services, inter alia including the

provision of water, electricity and sewerage services to the Association and where required to supply such services to the various Bodies Corporate within the Boland Oval Lifestyle Estate;

- 5.1.7 to administer and enforce the Waste Management Plan, any Architectural Rules which may be introduced, and the Estate Rules;
 - 5.1.8 to control the registration of transfer of Erven and Units in the Development and ensure compliance within the Boland Oval Lifestyle Estate with all conditions imposed by the Local Authority when approving the Master Plan in respect of the Boland Oval Lifestyle Estate;
 - 5.1.9 to accredit and manage service providers who have to provide services to residents, such as but not limited to plumbers, electricians, glaziers, estate agencies, renovators, and carpenters;
 - 5.1.10 to enter into reciprocal agreements with the owner of Boland Park Cricket Stadium to govern the use of the Stadium land, the rights of access of the Ordinary Members to the Stadium land and to the accessways crossing over it; and
 - 5.1.11 to protect the interests of Cricket Boland, the owners of Boland Park Cricket Stadium, its members and stakeholders and prohibit any Ambush Marketing activities within or from the Development.
- 5.2 Without limiting the generality of 5.1.1 or detracting from the specific objects set out in 5.1.2 to 5.1.11 above, the Association shall in general:
- 5.2.1 oversee, maintain, and control the Development, ensure in general that high standards are adhered to and to regulate and control the harmonious development of the Development;
 - 5.2.2 administer the common facilities within the Development; and
 - 5.2.3 promote, advance, and protect the Boland Oval Lifestyle Estate and the interests of the Association and all Members.
- 5.3 The Association, through Exco, shall have all the powers that are necessary to accomplish the fulfilment of the foregoing objects including, but not restricted to, the powers specifically contained in this Constitution.

6. CONTROL OF ASSOCIATION BY DEVELOPER

It is recorded that, having regard to the objects, purpose and aim of the Association set out

in clause 5 above, it is considered imperative for the successful execution and implementation of the Development that the Developer should retain effective control of the Association until the whole of the Development has been fully developed.

7. MEMBERSHIP:

7.1 The Members of the Association shall be:

7.1.1 the Developer;

7.1.2 every Owner provided that where an Owner comprises more than one person, such person shall be deemed jointly to be one Member of the Association and shall be jointly and severally liable to comply with their obligations as a Member; and

7.1.3 every Body Corporate;

7.2 An Owner of an Erf and/or a Unit shall become a Member of the Association upon registration of transfer of the Erf or Unit into his name.

7.3 When a Member is no longer the registered owner of any Erf or Unit, he shall ipso facto cease to be a Member of the Association.

7.4 The rights and obligations of the Members shall rank in accordance with the provisions of this Constitution.

7.5 Anything to the contrary hereinbefore contained or implied notwithstanding, the cessation of his membership shall in no way release a Member from any obligation undertaken by him prior to the cessation of his Membership pursuant to :

7.5.1 any provision of the Constitution of the Association; or

7.5.2 any further or ancillary guarantee, commitment, or obligation which such Member may have undertaken.

7.6 Membership shall be personal to the natural persons or Entities in question and may not be assigned or transferred by them to any other natural person or Entity.

7.7 The Association shall maintain at the Office a register of Members, which shall be open to inspection by Members.

7.8 Exco may by regulation provide for the issue of a membership certificate, which certificate shall be in such form as may be described by Exco;

- 7.9 Exco may by regulation further prescribe appropriate application documentation including inter alia the following:
- 7.9.1 an application to register as a Member of the Association;
 - 7.9.2 consent to transfer a Unit or Erf in favour of such a proposed Member from any existing Member, provided always that this paragraph 7.9.2 will not apply in respect of the transfer or alienation by the Developer of an Erf or Unit in favour of a proposed Member;
 - 7.9.3 an undertaking by a proposed Member to comply with all the obligations imposed on Members in terms of the Constitution, which undertaking must be signed by the proposed Member and deposited with the Association prior to the Association issuing a clearance certificate;
 - 7.9.4 an application for accreditation of a service provider; or
 - 7.9.5 any other permission required to be given by the Exco.

8. LAYOUT AND ALLOCATION OF EXCLUSIVE USE AREAS

- 8.1 The Developer shall, in its absolute discretion, be entitled to apply and submit for the approval of the Local Authority, the layout and/or zoning and/or size and/or boundaries of Erven and/or the extent and position of streets and Common Areas comprising the Development, and/or for any variation of any of the foregoing, and Members shall be bound thereby and shall have no claims of whatever nature against the Developer arising therefrom. As far as the consent of a Member is formally required for any of the foregoing, the Developer (represented by any one of its authorised representatives) is irrevocably granted a power of attorney to grant any/all such consents on behalf of Members, as may be required.
- 8.2 In particular it is recorded that the Association does not have the power or capacity in any way to interfere with, object to restrict or in any way provide an obstacle of any nature to the Developer with the planning, implementation or construction of any part or aspect of the Development or any Improvements thereon.
- 8.3 Notwithstanding any provisions to the contrary set out elsewhere in this Constitution, there will be no restriction on the Developer to develop, transfer, sell, lease, or alienate the whole or any portion of the Development, nor will the Developer be obliged to obtain any consent or clearance of whatsoever nature from the Association or its Members in respect of the construction of any improvements on any part of the Development.
- 8.4 In terms of sections 10(7) and 10(8) of the STSMA the Developer has allocated the

exclusive use of parking bays to specified Units whereby the owners from time to time of the said Units shall be entitled to the exclusive use and enjoyment of the parking bays as provided for in the Act and the STSMA, as indicated on the attached allocation schedule and layout plan, (marked Annexure "B"). The Developer shall, during the Development Period, be empowered to amend the aforesaid allocation list to reflect allocation to Units that have been transferred from the Developer to a new Owner; provided that any modified allocation list must be sent to the Association.

- 8.5 The Association shall have the sole right to manage the parking for all its members by the allocation of parking bays situated in the Common Areas to Units as delineated by the Developer in the Master Plan and depicted on the Parking Lay Out Plan. Nothing herein restricts the right of the Association to alter or amend the parking layout and allocation subject to compliance with the DMPBL.
- 8.6 No member may park any commercial type vehicle, boat, caravan, trailer, or any vehicle not in good working order, on any roadway in the Development and such vehicle, boat, caravan, trailer shall be parked only on a parking bay that may be allocated to a Member following an application for allocation of an additional parking bay, which application may be refused by the Association so as to maintain sufficient visitors' bays and good order in the Development.

9. MEMBERS' OBLIGATIONS:

- 9.1 Every Member is obliged to comply with:
- 9.1.1 the provisions of this Constitution and any regulations passed by the Association in terms hereof;
 - 9.1.2 the provisions of the Waste Management Plan, any Architectural Rules that may be introduced, and the Estate Rules;
 - 9.1.3 any agreement concluded by the Association as far as such agreement may directly or indirectly impose obligations on a Member in its capacity as a Member; and
 - 9.1.4 any directive given by Exco in enforcing the provisions of this Constitution.
- 9.2 The rights and obligations of a Member are not transferable, and every Member shall to the best of his ability further the objects and interests of the Association.
- 9.3 The Members shall be jointly liable for expenditure incurred in connection with the Association as more fully later referred to herein. If a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations of a Member in terms of this Constitution.

- 9.4 An Ordinary Member shall not sell, alienate, or give transfer of an Erf or Unit unless:
- 9.4.1 if through an estate agency of his / her / its choice, then which has to be accredited by the Association and which has been granted security clearance for entry into the Estate;
 - 9.4.2 the proposed transferee has irrevocably bound himself to become a Member of the Association and to observe the provisions of the Constitution for the duration of his ownership of the Erf and/or Unit;
 - 9.4.3 the Association acting through Exco, or the Managing Agent has issued a prior written clearance that all outstanding levies and all amounts of whatever nature owing to the Association by such Member have been paid and that the Member is not in breach of any of the provisions of this Constitution;
 - 9.4.4 the proposed transferee acknowledges that upon the registration of transfer of the Erf and/or Unit into his name, he shall ipso facto become a Member of the Association;
 - 9.4.5 the proposed transferee acknowledges that he / she / it will be responsible to pay a percentage of the gross selling price to the levy stabilisation fund upon subsequent sale of the property;
 - 9.4.6 the conditions set out in 9.4.2 to 9.4.5 above are incorporated in the relevant Deed of Sale in terms whereof the transferee acquires the Erf or Unit in question; and
 - 9.4.7 the member has given a written undertaking to pay a percentage of the gross selling price to the levy stabilisation fund of the Association as in clause 12 below.
- 9.5 The payment of a percentage of the gross selling price to the levy stabilisation fund does not apply to a transfer due to a distressed sale, or an estate transfer.
- 9.6 For the avoidance of doubt, it is recorded that the provisions of clause 9.4 do not apply to the Developer, to a transfer due to a distressed sale, or an estate transfer, and that there will be no restriction whatsoever on the ability of the Developer to pass transfer of any Erf or Unit and that accordingly the Developer does not need a clearance certificate from the Association before it will be entitled to alienate or transfer any Erf or Unit to any person or Entity.
- 9.7 An Ordinary Member shall not without the prior written consent of the Association, who in granting or refusing such consent shall act in its absolute discretion, apply to the

Local Authority or any other relevant authority for the subdivision or rezoning of an Erf or Unit owned by the Member, or make application for any consent use or waiver or departure or any other dispensation whatsoever in respect thereof. For the avoidance of doubt, it is recorded that this clause 9.6 does not apply to the Developer who does not need the consent of the Association in respect of the aforesaid or any other applications.

- 9.8 A Member is required to ensure that the occupant of his Erf or Unit, whether such occupation arises from an agreement of lease or otherwise, complies with all applicable provisions of this Constitution and the Regulations. Without detracting from the foregoing the Member shall remain bound by this Constitution notwithstanding such occupation and be jointly and severally liable for the acts and omissions of the occupant and for fulfilling his obligations under this Constitution.
- 9.9 An Ordinary Member may not resign from the Association.
- 9.10 Each Member shall if he / she / it wishes to lease out any Unit:
- 9.10.1 make use of the estate agency of his / her / its choice, which has to be accredited by the Association and which has been granted security clearance for entry into the Estate, or him / her / itself undertake the letting; and
 - 9.10.2 enter into a written lease with the tenant –
 - 9.10.2.1 in which the tenant is required specifically to acknowledge that he has been apprised of the existence and ambit of the Estate Rules,
 - 9.10.2.2 in which the tenant gives an undertaking that he will abide by the Estate Rules,
 - 9.10.2.3 in which the tenant is required to report to the Association and register his full details for security reasons prior to the taking of occupation; and
 - 9.10.2.4 wherein both parties acknowledge the obligation to pay an amount as determined by the Association in its annual budget to cover the cost of security arrangements and administration.
 - 9.10.3 be responsible to ensure that the tenant does thus register himself with the Association prior to taking occupation; and
 - 9.10.4 ensure that the amount owing in terms of this clause 9 is paid to the Association.

- 9.11 A Member is required to ensure that any service provider is accredited with the Association prior to commencement of a service, failing which such service provider will be refused entry to the Estate.

10. WASTE MANAGEMENT PLAN, ARCHITECTURAL RULES, AND ESTATE RULES

- 10.1 The Waste Management Plan, any Architectural Rules, and the Estate Rules constitute an integral part of this Constitution. It is recorded that the Waste Management Plan, any Architectural Rules, and the Estate Rules, read together with the management rules of every Body Corporate, contain the procedures, requirements, and guidelines to be adhered to by every Owner.
- 10.2 All Improvements shall be of sound construction and shall comply with the provisions of any applicable Architectural Rules that form part of the Rules of the Body Corporate in question.
- 10.3 No construction or erection of any Improvements or alterations to and no renovation of any Building or Unit that is undertaken by any party other than the Developer may commence prior to the due and proper approval of plans for such Improvements, alterations, or renovation by both the Review Committee and, where required, the Local Authority, in accordance with the following provisions:
- 10.3.1 the Owner / Member shall submit to the Review Committee for approval a full set of the proposed building plans or alteration plans which indicate both construction and design details;
 - 10.3.2 the Owner / Member shall be liable for payment of the reasonable cost of professional scrutinising and examination of such plans by the Review Committee; and
 - 10.3.3 after the approval of such plans by the Review Committee the plans shall be submitted to the Local Authority for approval.
- 10.4 No plan shall be submitted to the Local Authority unless it bears the endorsement of approval of the Review Committee, clearly dated, certifying that the plan complies with any Architectural Rules.
- 10.5 When effecting the Improvements or alterations or renovations contemplated in 10.3 the Owner shall at all times comply strictly with any Architectural Rules as well as all conditions and standards imposed by the Local Authority as far as these may be additional to the provisions of any Architectural Rules. No Member shall be entitled to deviate in any manner whatsoever from any plan approved by the Review Committee and the Local Authority unless the prior written approval of both the Review Committee and the Local Authority for such proposed deviation has been obtained.

- 10.6 No Member shall be entitled to challenge or contest any of the provisions of the Waste Management Plan, any Architectural Rules, or the Estate Rules.
- 10.7 No application for the amendment of the Waste Management Plan shall be made to the Local Authority unless the prior written consent of the Exco has been obtained thereto.
- 10.8 No amendment of any Architectural Rules by a Body Corporate shall acquire any force or effect unless the prior written consent of Exco has been obtained thereto.
- 10.9 No Body Corporate shall adopt any conduct rules in terms of section 35(1)(b) of the Sectional Titles Act which are in conflict with any of the Estate Rules unless the prior written consent of Exco has been obtained thereto.

11. SERVICES AND SERVICE PROVIDERS

11.1 Water

- 11.1.1 The Association shall supply each Body Corporate, each Unit, and each Erf with water at the cost thereof to the Association over and above the cost of water as in 11.1.6 herein below, which shall include all costs of and incidental to such supply including the cost of installation, maintenance and servicing of pipelines, pumps, metres, equipment, and materials.
- 11.1.2 The Body Corporate and all Owners of Units therein shall be liable for and shall pay the Association on demand all charges arising from water supplied to or consumed in or on an Erf and the Building thereon and the common property comprising a Sectional Title Scheme.
- 11.1.3 The liability of a Body Corporate and the Owners in question for such charges shall be in accordance with separate submeters serving the Sectional Title Scheme, Unit, or Erf in question which the Association shall be entitled to install at the cost of such Body Corporate or Owner, as the case may be.
- 11.1.4 Where water charges are calculated and payable in terms of this clause 11.1, any value added tax levied in respect of the supply of such water shall be paid by the Body Corporate or Owner in question.
- 11.1.5 The Association will be entitled to charge interest at the Prime Rate plus 3 (three) percentage points on any charges payable by an Owner or Body Corporate in terms of this clause 11.1 which interest will be calculated from the due date on the balance of the charges owing from time to time until it has been paid in full.

- 11.1.6 The Association will charge the Body Corporates or Owners for water at a rate equal or less than the approved Local Authority rate for water and in a category of the bulk water meter account for which the Association is paying to the Local Authority. The rate may vary due to water restriction levels as announced by the Local Authority or when the Council of the Local Authority approve tariffs.
- 11.1.7 All individual portions in the Estate will be metered, and the Association will undertake appropriate regular monthly water balance checks.
- 11.1.8 The Association will comply to all Water Services Bylaw conditions, restrictions when applicable, and fines associated with the Bylaw.
- 11.1.9 The Association will be responsible for the regular payment of the bulk water account to the Local Authority.
- 11.1.10 If a Body Corporate or an Owner dispute a water meter reading, the meter must be tested at a SANAS registered testbed, after the payment of the testing fee and the new water meter replacement by the Body Corporate or the Owner. If the meter is found to register 2% or more than the actual flow, then the contested account must be adjusted to suit the period in question and retrospectively for a maximum period of one year, if applicable. If the error is less than 2%, all costs are for the complainant's account.
- 11.1.11 The Association will be responsible for any callout fee reported / requested by a Body Corporate or any Owner within the Estate, which fee will be recovered from the Body Corporate or the owner in keeping with the provisions of this clause 11.1.

11.2 Electricity

- 11.2.1 Lighting on Common Areas shall be supplied through separate electricity supply meters and the cost incurred by the Association in respect thereof shall be recovered from Members as part of the Association Levies.
- 11.2.2 Electricity for consumption by Owners of Units shall be supplied in bulk by the Local Authority to the Association, and in turn distributed by the Association through prepaid energy meters to individual Owners. Accounts in respect thereof shall be rendered to Owners by the Association as and when required.
- 11.2.3 Electricity for communal lighting on common property not forming part of Common Areas shall be purchased and paid for by the Body Corporate of the Sectional Title Scheme.

- 11.2.4 The Association will be entitled to erect, install, and maintain a photo voltaic (PV) system to service the entire Development on any Erf and building, together with a backup battery system designed and scaled to be able to provide the entire Development with backup during power outages and for peak shaving. Such PV panels may be connected to a battery system that is not located on the same Erf.

11.3 Security, Communications and TV

- 11.3.1 The Association shall vis-a-vis its Members be responsible for security, all internal communication (intercoms, gates, gate booms, etc.) and the provision of TV signals within the Development and will take all the steps necessary to provide and maintain adequate security measures for the Development.
- 11.3.2 It is recorded that the Developer is providing a sophisticated security system for the entire Development and that the Association shall be obliged to enter into a security agreement with the Developer's nominated provider. The Developer shall be the security authority for the Development and be solely entitled, to the exclusion of any other party, to control all the security measures in respect of the Development until such time as the Developer owns no further Unit/Erf in the Development.
- 11.3.3 All Bodies Corporate shall co-operate with the Association to install and maintain security systems that will integrate the security systems of the Association with those of the various Bodies Corporate.
- 11.3.4 All Bodies Corporate shall allow the Association or its employees access to their common property to install, maintain and operate such security systems.
- 11.3.5 All Bodies Corporate shall be obliged to accept the established security infrastructure provided by the Developer and not be entitled to install any security systems such as access control systems, alarm systems, intercoms and close circuit video systems which are incompatible and incapable of being integrated with the systems of the Association, and which have not been approved by the Association in writing.
- 11.3.6 It is recorded that the aforesaid provisions are incorporated as being of crucial importance for purposes of a cohesive and effective security system for the Development, and in the best interests of all Bodies Corporate and their Members. All Bodies Corporate shall accordingly be obliged to participate therein.

11.4 Maintenance of Common Areas

11.4.1 Landscaping and gardening and the on-going maintenance of Common Areas shall be the responsibility of the Association.

11.4.2 Landscaping and gardening and the on-going maintenance of Common Areas in each Erf owned by a Body Corporate shall be the responsibility of the Association.

11.5 Maintenance of Buildings

11.5.1 If, in the opinion of Exco, a Body Corporate fails to maintain the common property which is its responsibility in keeping with the general standard of the other Sectional Title Schemes in the Development and such Body Corporate fails or refuses to do so despite reasonable notice from Exco to undertake such maintenance, the Association shall be entitled, at the cost of such Body Corporate, to undertake such necessary maintenance and the Body Corporate shall, upon demand, be liable for payment of all costs so incurred.

11.5.2 The Association will be entitled to charge interest at the Prime Rate plus 3 (three) percentage points on any amounts payable by a Body Corporate in terms of clause 11.5.1 which interest will be calculated from the due date on the balance of such amounts owing from time to time until it has been paid in full.

11.6 Sewerage

11.6.1 The Association shall supply each Body Corporate, each Unit, and each Erf with a waste water disposal service at the cost thereof to the Association over and above the cost of such services as in 11.6.6 herein below, which shall include all costs of and incidental to such supply including the cost of installation, maintenance and servicing of pipelines, pumps, equipment, and materials.

11.6.2 The Body Corporate and all Owners of Units therein shall be liable for and shall pay the Association on demand all charges arising from the waste water service supplied to in or on an Erf and the Building thereon and the common property comprising a Sectional Title Scheme.

11.6.3 The liability of a Body Corporate and the Owners in question for such charges shall be in accordance with the rates and costs levied by the local authority serving the Sectional Title Scheme, Unit, or Erf in question which the Association shall be entitled to levy such Body Corporate or Owner, as the case may be.

11.6.4 Where waste water services charges are calculated and payable in terms of this clause 11.6, any value added tax levied in respect of the supply of such service

shall be paid by the Body Corporate or Owner in question.

- 11.6.5 The Association will be entitled to charge interest at the Prime Rate plus 3 (three) percentage points on any charges payable by an Owner or Body Corporate in terms of this clause 11.6 which interest will be calculated from the due date on the balance of the charges owing from time to time until it has been paid in full.
- 11.6.6 The Association will charge the Body Corporates or Owners for waste water services at a rate equal or less than the approved Local Authority rate for such service which the Association is paying to the Local Authority. The rate may vary when the Council of the Local Authority approve tariffs.
- 11.6.7 It is recorded that the Association shall be obliged to enter into a contract with the Developer's nominated provider for the provision of sewerage services if such services are not rendered by the Local Authority at the time of transfer of any units in the Estate and shall render an account to the Association in respect thereof. The Association will include in its levy account a contribution for sewerage along with e.g., security services, outside lighting, etc., rendered to Bodies Corporate.

11.7 Storm water management

- 11.7.1 The Association shall manage and maintain a storm water management service and system for the Estate.
- 11.7.2 The cost thereof to the Association, which shall include all costs of and incidental to such supply including the cost of installation, maintenance and servicing of pipelines, pumps, equipment, and materials, shall be recouped from the Body Corporates and Owners as provided for herein under clause 12.
- 11.7.3 The conditions of approval of the Estate require provision to be made for an effective rainwater harvesting system for all roof water. The volume of the storage facilities should be based on 0,02m³/m² roof area. In the case of the Estate there is a larger focus on ground water recharge than rainwater harvesting, for which purpose the courtyards have various landscaped areas to which stormwater is discharged, allowing groundwater sources to be recharged.
- 11.7.4 Irrigation for the Estate will take place by means of borehole water extraction, and the water extracted from the boreholes will be stored in storage tanks located in the eastern and western boundary walls in lieu of a harvesting system for roof water. Management and maintenance of the system is the sole function of the Association, and no Body Corporate or Owner may intervene

or disrupt the service.

11.7.5 The Association will maintain the storm water network, consisting of inlet structures and manholes by removing sand, silt, and litter on a six monthly basis and at least once before the winter season, to allow for maximum groundwater recharge.

11.7.6 Surface run-off structures such as headwalls, canals, pipes, and gabions will be maintained and cleaned on a six monthly basis and at least once before the winter season.

11.8 General

11.8.1 The Association shall have the right to convey water, electricity, sewerage, telephone information technology, telecommunication, security communication, and any other services over any Erf or Building or any other portion of the Development, whosoever is the owner thereof, and shall have the right of access to such premises for the purposes of installing, replacing, maintaining, and/or repairing such services.

11.8.2 The Owners and Bodies Corporate will allow reasonable access to employees or representatives of the Association into the Buildings or Units for purposes of maintaining any pipes or equipment or in general any of the systems necessary for the conveyance or provision of the services referred to in 11.8.1 above.

11.8.3 Furthermore, and without derogating from the aforesaid all Members will be obliged to provide their co-operation and to allow reasonable access to employees or representatives of the Association to enable them to install, implement and maintain any pipes or other modes of conveyancing of the services referred to in 11.8.1 above.

11.8.4 The Developer shall have the right to register servitudes of right of way and/or servitudes for the conveyance of electricity, water, sewerage, telephone lines, information technology, security systems and any other type of services and/or servitudes of encroachment or servitudes in respect of any common walls or structural support or any other servitudes in respect of any other type of use over any Erf, Unit, Building or common property in any Sectional Title Scheme in favour of the Association or in favour of any adjoining Erf or any other part of the Development that in the opinion of the Developer is reasonably necessary for the proper functioning of the development of the whole or any part of the Development. In particular it is recorded that servitudes of right of way may be registered in favour of the Association for the benefit of its Members over portions of the common property of any Sectional Title Scheme

along routes that will be delineated by the Developer on any Sectional Plan or on other servitude diagrams, and specifically a servitude of vehicular right of way over portions of the common property of a Building. The Association accepts and shall be bound by and consents to registration of such reciprocal servitudes between Bodies Corporate and the Association as are provided for herein. The Association shall have the right to allow all its members to move on foot and with vehicles over portions of the common property of any Sectional Title Scheme along routes as are delineated by the Developer in the Master Plan.

- 11.8.5 The Association is obliged to manage the collection and removal of solid waste for all its members by implementation of the Boland Oval Waste Management Plan. Nothing herein restricts the right of the Association to alter or amend the WMP and allocation subject to compliance with the DMIWMB.
- 11.8.6 The Association is obliged to manage and maintain all access roads, walkways, and parking areas for all its members, amongst others by maintaining road markings, signage, paving, kerbs, and surfaces. Nothing herein restricts the right of the Association to temporarily close any such access roads, walkways, and parking areas for maintenance or special events, following due notice to all Body Corporates of such closure, at least 14 (fourteen) days in advance, unless due to an unforeseen occurrence.
- 11.8.7 The Association shall have the sole right to appoint service providers to assist with management and maintenance of any and / or all services and infrastructure, the collection and removal of solid waste and in general for the implementation of the Boland Oval Operational and Stormwater Management Plans. Nothing herein restricts the right of the Association to make such appointments and to advise the Local Authority accordingly.
- 11.8.8 The Association and the Exco shall have the right to accredit or refuse accreditation of service providers appointed by Members to provide services solely for Members and in relation to a Unit / Erf owned by a Member.

12. LEVIES AND FUNDS

12.1 The Association shall establish and maintain Administrative and Reserve Funds:

- 12.1.1 the administrative fund referred to in section 3(1)(a) of the STSMA must be used to fund the operating expenses of the Association for a particular financial year; and
- 12.1.2 the Reserve Fund maintained in terms of section 3(1)(b) of the STSMA must be used for the implementation of the maintenance, repair and replacement plan

of the Association referred to in this clause 12.

12.2 The funds shall be used for the purposes of meeting all expenses of the Association in respect of:

12.2.1 the control, management, and administration of the Development;

12.2.2 in general, the attainment of its main objects as described in its Constitution;

12.2.3 the maintenance of Common Areas and the costs of services such as electricity, water and sewerage consumed or used on the Common Areas;

12.2.4 the supply of any services rendered by the Association;

12.2.5 payment of all expenses necessary or reasonably incurred in connection with the management of the Association;

12.2.6 the costs of the provision of security to the Development; and

12.2.7 in general, the cost of fulfilling any of the obligations of the Association.

12.3 Exco shall estimate the amount which will be required by the Association to meet the expenses referred to in clause 12.2 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.

12.4 The Association shall be entitled to require Members, in accordance with the procedures set out in 12.5 below, to make contributions to such levy fund (in the form of levies), for the purposes of satisfying the expenses referred to in clause 12.2.

12.5 The procedure for raising and collecting Association Levies shall be as follows:

12.5.1 Exco shall submit the estimated expenditure referred to in 12.2 to the annual general meeting of the Association for consideration. It is recorded that:

12.5.1.1 the meeting shall be obliged to approve the following items of expenditure that are charged to the Association by outside third parties:

12.5.1.2 all rates and taxes payable by the Association to the Local Authority in respect of the Development;

12.5.1.3 the costs of the Developer's nominated provider of security services,

including security guards, monitoring, and surveillance;

12.5.1.4 the fee payable to any Managing Agent with whom the Association has entered into an agreement or remuneration payable to an estate manager and for a management office.

12.5.2 The Association shall have a discretion in regard to approval of the level of services, and the cost thereof, that the Association requires in respect of e.g., cleaning, gardening, general maintenance, etc.

12.6 The Association shall have its annual general meeting at least 60 (sixty) days prior to the financial year end of the Association and, subject to 12.5.1.1 above, decide on proposed increases / decreases of the Association Levies and the amounts to be charged to Members in respect thereof.

12.7 Each Member shall, as consideration for the maintenance etc. of the Common Areas, Common Property and Common Services and the delivery of services by the Association to and on behalf of all its Members, as contemplated in clause 13 below, be levied with such proportion of the total Association Levies resolved upon in terms of 12.5.2 as equates to the proportion between such Member's Membership Quota and the total Membership Quotas of all Members of the Association.

12.8 The Association shall notify the Bodies Corporate at least 45 (forty-five) days prior to their respective annual general meetings of the Association Levies it has resolved to charge for the following year.

12.9 The Bodies Corporate must notify their members at least 28 (twenty-eight) days before their annual general meetings, in compliance with the Sectional Titles Act, and give them the details of the increases / decreases in the Association Levies which have been resolved upon by the Association annual general meeting and communicated to the Bodies Corporate in terms of clause 12.5. above, and which must be included in the budgets of the Bodies Corporate that are tabled for approval.

12.10 At their annual general meetings, the Bodies Corporate shall resolve to impose the following levies on their own members:

12.10.1 the Association Levies imposed by the Association on the members in question, as communicated to the Bodies Corporate in terms of 12.5; and

12.10.2 the Body Corporate's own levies as determined by its members in the meeting pursuant to the provisions of the Sectional Titles Act.

12.11 Each Body Corporate shall be responsible to collect on behalf of the Association the Association Levies pertaining to the members of that Body Corporate.

- 12.12 The Association may, from time to time by a resolution adopted by Exco, make special levies upon Members effective from the date of passing of the applicable resolution in respect of such expenses referred to in clause 12.2 which have not been included in the Association levies approved by the Association annual general meeting in terms of 12.5, and such levies may be imposed and shall be payable in one sum or by such instalments and at such time or times as Exco may determine in its resolution. The decision of Exco in calculating such special levies shall be final and binding on all Members.
- 12.13 Any amount due by a Member by way of an Association Levy shall be a debt due by him to the Association payable on such time or times as determined by Exco. Exco may determine that a levy is payable annually in advance in respect of the year for which it is calculated or in such monthly instalments as it may determine.
- 12.14 Until such time as a new Association Levy pertaining to a forthcoming year has been determined pursuant to the provisions of this clause 12, every member of the Association shall continue to pay the existing Association Levy currently in force, on account of the new Association Levy yet to be determined.
- 12.15 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 calculated up to the date upon which he ceases to be a Member.
- 12.16 No levies paid by a Member shall be repayable by the Association upon cessation of the Member's membership.
- 12.17 A Member's successor in title to a residential Unit shall be liable, as from the date upon which he becomes a member pursuant to registration of transfer of such Unit in his name, to pay the levies attributable to that residential Unit.
- 12.18 A Member shall be obliged to pay interest on any levy not paid on the due date at the Prime Rate plus 3 (three) percentage points per annum calculated on the levies due from time to time from the due date until the date that the arrear levies have been paid in full to the Association.
- 12.19 The Body Corporate shall be entitled to require a Member to sign a debit order authority to allow such Body Corporate or its authorised agent to collect levies directly from an operating bank account.
- 12.20 If any Member fails to make payment on due date of levies and/or other amounts payable by such Member including interest, the Association may give notice to such Member requiring him to remedy such failure within such period as the Association may determine and should he fail timeously to make such payments, the Association may institute legal proceedings against such Member without further notice and such

Member will be liable for and shall pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the Association in recovering such amounts.

12.21 No Member shall (unless otherwise determined by Exco) be entitled to any of the privileges of Membership including:

12.21.1 his right of access to and use of any of the Common Areas;

12.21.2 his right to vote until he shall have paid every levy and interest thereon and any other amount which may be due and payable by him to the Association.

12.22 The Association shall not be entitled to undertake on behalf of its Members any permanent works of major capital nature without the sanction of a resolution of the Members adopted during a general meeting of Members. In this sub-clause "works of a major capital nature" means works that will cost more than R300 000 (three hundred thousand Rand) (excluding Value Added Tax).

12.23 The Association shall establish and maintain a levy stabilisation fund for the purposes of meeting all expenses of the Association as set out in clause 12.2. Each member must on each sale and subsequent transfer of his property, with the exception of a distressed sale or an estate, contribute a percentage of the gross selling price to the levy stabilisation fund of the Association.

12.23.1 For the purposes of clause 12.23 "a percentage of the gross selling price" means 1,0% (one percent).

12.23.2 The provisions of this clause apply mutatis mutandis to any alienation of a property that is subject to transfer duty or VAT.

12.23.3 The levy stabilisation fund must be administered in accordance with this Constitution.

12.24 The following amounts must be paid into the funds in addition to the levies raised from Members:

12.24.1 any part of the annual levies designated as being for the purpose of reserves or the maintenance, repair, and replacement plan;

12.24.2 any amounts received under an insurance policy in respect of damage or destruction of property for which the Association is responsible;

12.24.3 any interest earned on the investment of the money in the reserve fund;

12.24.4 any other amounts determined by the Association,

and all other Association income.

12.25 Money may be paid out of the reserve fund:

12.25.1 at any time in accordance with Exco resolutions and the approved maintenance, repair, and replacement plan; or

12.25.2 if the Trustees resolve that such a payment is necessary for the purpose of an urgent maintenance, repair or replacement expense, which purpose includes, without limitation:

12.25.2.1 to comply with an order of a court or an adjudicator;

12.25.2.2 to repair, maintain or replace any property for which the Association is responsible where there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage to persons or property;

12.25.2.3 to repair any property for which the Association is responsible where the need for the repairs could not have been reasonably foreseen in preparing the maintenance, repair, and replacement plan; or

12.25.2.4 to enable the Association to obtain adequate insurance for property that the Association is required to insure;

provided that the Exco must report to the members on any such expenditure as soon as possible after it is made.

12.26 Expenditure under clause 12.25:

12.26.1 must not exceed:

12.26.1.1 the amount necessary for the purpose for which it is expended; or

12.26.1.2 any limitation imposed by the Association on expenditure; and

12.26.2 must comply with any restrictions imposed or directions given by members.

12.27 Deposits and levies payable in respect of service providers shall be determined annually by the Association. A member must pay to the Association the service provider levy and deposit before any service may be commenced.

12.27.1 The levy and deposit consist of two components:

12.27.1.1a refundable component, which is refundable without interest after Exco has been satisfied that the service has been provided to the Member without negative effect on the Association and the Estate and all conditions of accreditation have been met; and

12.27.1.2a non-refundable component to cover the additional cost of administration and security measures to enable the service to be provided.

13. MAINTENANCE AND ADMINISTRATION OF THE ESTATE, COMMON AREAS, COMMON SERVICES, AND COMMON PROPERTY

13.1 Long term letting is permitted but no Member may enter into any Short Term Letting / Visitor Accommodation agreement or let out, sub-let, or avail a Unit or any part thereof for such Short Term Letting / Visitor Accommodation in the Development, other than in the following sectional title apartment blocks in the Development, where Short Term Letting is permitted:

13.1.1 Block 6 – Old Trafford;

13.1.2 Block 7 – Trent Bridge;

13.1.3 Block 9 – Oval; and

13.1.4 Block 10 – Lords.

13.2 The Association and the Exco shall have the right to act immediately to prevent, prohibit, and stop Visitor Accommodation activities and to refuse access to visitors to Units in the Development.

13.3 The Association and the Exco shall have the right to act immediately to prevent, prohibit, and stop Ambush Marketing activities and to remove any material, goods, signs, equipment, or signs perceived by the Association and / or Cricket Boland to be related to Ambush Marketing within the Development.

13.4 The Association shall maintain, repair, and keep in good order and condition all Common Areas and where necessary refurbish same.

13.5 The Association will provide, administer, and maintain all Common Services.

13.6 The Association shall not be obliged to maintain any common property which is not part of the Common Areas as defined. Those portions of the common property shall be administered and maintained by the Bodies Corporate of the Sectional Title Schemes in question in accordance with the provisions of this Constitution and the Sectional Titles Act.

14. AUTONOMY WITHIN THE DEVELOPMENT

14.1 The Development shall be developed as an integrated development, it being the intention that, subject to the provisions of this Constitution:

14.1.1 each Erf or Sectional Title Scheme on an Erf will be autonomous;

14.1.1.1 each Sectional Title Scheme established or to be established within the Development will be an autonomous legal Entity with its own sectional plan and Body Corporate;

14.1.1.2 every Owner and his guests and authorised occupiers of Units will be entitled to use the Common Areas;

14.1.1.3 each Body Corporate or registered Owner of an Erf will be responsible for the cost of maintaining its common property which is not part of Common Areas or landscaping and will be responsible for payment of all costs and expenses relating thereto, including rates and taxes and other municipal charges.

14.1.2 The Constitution and Rules developed for each Erf or Sectional Title Scheme on an Erf may not be conflicting with this Constitution.

15. THE EXCO

15.1 The Exco of the Association shall be constituted as follows:

15.1.1 The number of Exco members shall be as follows:

15.1.1.1 initially the Developer and every Body Corporate shall each be entitled to appoint two Exco members;

15.1.1.2 once the Exco members exceed 12 (twelve) in total pursuant to the coming into existence of further Body Corporates from time to time, the number of Exco members shall be reduced with effect from the first annual general meeting of the Association after such occurrence. Thereafter the Exco shall be comprised of only one appointee by each of the Developer and each respective Body Corporate.

15.1.2 Every Body Corporate shall at its Annual General Meeting appoint its nominated Exco member/s for the Association.

15.1.3 An Exco Member shall, by accepting his appointment as such, be deemed to have agreed to be bound by the provisions of this Constitution.

15.1.4 Each Exco Member shall continue to hold office until the annual general

meeting of the Body Corporate following his appointment, at which meeting such Exco Member shall be deemed to have retired from office but will be eligible for re-election at such meeting.

15.1.5 An Exco Member shall be deemed to have vacated his office as such upon

15.1.5.1 his estate being sequestrated, whether provisionally or finally or upon his surrendering his estate.

15.1.5.2 him making any arrangement or composition with his creditors.

15.1.5.3 his conviction for any offence involving dishonesty.

15.1.5.4 him becoming of unsound mind or being found mentally unsound.

15.1.5.5 him resigning from such office in writing.

15.1.5.6 his death.

15.1.5.7 him being removed from office by a resolution of Exco Members.

15.1.5.8 his being disentitled to exercise a vote in terms of his Constitution.

15.2 Notwithstanding the fact that a Exco Member shall be deemed to have vacated his office as provided in clause 15.1 anything done by such Exco Member in the capacity of a Exco Member in good faith shall be valid until the fact that he is no longer a Exco Member has been recorded in the Minute Book of the Exco Members. Should the office of a Exco Member fall vacant prior to the next annual general meeting of the Body Corporate to which he belongs, the Chairperson of that Body Corporate shall in the interim ex officio take the place of the Exco Member on the Board.

15.3 The Developer shall appoint the first Chairperson who shall hold office until the first annual general meeting provided that such office shall ipso facto be vacated by the Exco Member who was appointed Chairperson upon his ceasing to be an Exco Member for any reason.

15.4 Within 7 (seven) days of the holding of each annual general meeting of the Association the Exco Members shall meet and shall elect from their own number the Chairman who shall hold office until the annual general meeting held next after his appointment, provided that the office of Chairman shall ipso facto be vacated by the Exco Member holding such office upon his ceasing to be Exco Member for any reason. In the event of any vacancy occurring in the aforesaid office the Exco Members shall meet as soon as reasonably possible to appoint one of their number as a replacement in such office.

- 15.5 Save as otherwise provided in this Constitution, the Chairman shall preside at all meetings of the Exco Members and all general meetings of the Association and shall perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Exco Member 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.
- 15.6 If the Chairperson vacates the chair during the course of a meeting or is not present or is, for any other reason, unable to preside at any meeting, the Exco Members present at such meeting shall choose another Chairperson for such meeting.
- 15.7 If any Chairperson vacates his office as Chairperson or no longer continues in office for any reason, the Exco Members shall elect another Chairperson who shall hold office as such for the remainder of the period of offices of the first mentioned Chairperson.
- 15.8 An Exco Member shall be disqualified from voting in respect of any contract or proposed contract or any litigation or proposed litigation of any dispute, with the Association, by virtue of any interest he may have therein save with the approval of the remaining Exco Members after full disclosure of such interest.
- 15.9 No contract concluded on behalf of the Exco Members shall be valid and binding unless it is signed by the Chairperson and one Exco Member, the latter specifically appointed as authorised signatory in terms of the Resolution of Exco Members whereby the Exco Members bind the Association.
- 15.10 Exco Members shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as Exco Members and/or Chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.
- 15.11 Exco Members may not make loans on behalf of the Association to Members or to themselves.

16. FUNCTIONS, POWERS, AND DUTIES OF EXCO MEMBERS

- 16.1 Subject to the express provision of this Constitution, the Exco Members shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs, including the right of appointment and dismissal of any Managing Agent, may exercise all such powers of the Association and do all such acts on behalf of the Association which are within the objects of the Association.
- 16.2 Save as specifically provided in this Constitution, the Exco Members shall at all times have the right to engage on behalf of the Association 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 Exco Members on such terms as the Exco Members shall decide.

- 16.3 The Exco Members shall have the right to vary, cancel or modify any of their decisions and resolutions from time to time.
- 16.4 The Exco Members shall have the right to co-opt any person or persons chosen by them. A co-opted Exco Member shall enjoy all the rights and be subject to all the obligations of the Exco Members provided that such co-opted Exco Member shall only serve until the next annual general meeting.
- 16.5 The Exco Members may, should they so decide, investigate any suspected or alleged breach by any Member or Exco Member of this Constitution in such reasonable manner as they shall decide from time to time.
- 16.6 The Exco Members may make regulations and rules consistent with this Constitution:
- 16.6.1 as to the resolution of disputes generally;
 - 16.6.2 for the furtherance and promotion of any of the objects of the Association;
 - 16.6.3 for the better management of the affairs of the Association;
 - 16.6.4 for the advancement of the interest of Members;
 - 16.6.5 for the conduct of Exco Members at meetings of Exco and meetings of the Association;
 - 16.6.6 to levy and collect contributions from Members in accordance with clause 12;
 - 16.6.7 to levy and recover from Members moneys 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 Association; and
 - 16.6.8 to assist in administering and governing its activities in general.
- 16.7 Without in any way limiting the powers granted, the duties and powers of Exco Members shall further specifically include:
- 16.7.1 the determination of what constitutes appropriate maintenance, repairs, additions to and Improvements of all Erven and Units in the Development in strict accordance with the provisions of the Waste Management Plan. The Exco

Members shall be entitled to require any Owner, who shall be obliged, to repair or renovate any Building or Unit if in the reasonable opinion of the Exco Members such Building or Unit requires essential repairs or has become dilapidated;

- 16.7.2 the entering into of agreements with third parties on behalf of the Association for any purposes of the Association;
- 16.7.3 the employment on behalf of the Association of agents, servants and any other party and the payment of such persons;
- 16.7.4 the taking of steps in all matters of common interest in respect of the Association and, without detracting from the generality thereof, such as common sewage, electricity supply, landscaping, maintenance of private roads, refuse facilities and removal of refuse; and
- 16.7.5 the institution or defence of actions in the name of the Association and to appoint legal representatives for such purpose.

17. PROCEEDINGS AT EXCO MEETINGS

- 17.1 The Exco Members may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they deem fit, subject to the provisions of this Constitution.
- 17.2 Meetings of the Exco Members shall be held at least once every 3 (three) months.
- 17.3 The Chairperson always has the right to convene meetings of the Exco Members.
- 17.4 An Exco Member may, provided he has the support in writing of 3 (three) other Exco Members, at any time convene a meeting of Exco Members by giving to the other Exco Members 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 Exco Members shall be valid and effectual as if it had been passed at a meeting of Exco Members duly called and constituted.
- 17.6 The quorum necessary for the holding of any meeting of Exco Members shall:
 - 17.6.1 in the circumstances set out in clause 16.1, consist of 2 (two) persons;
 - 17.6.2 in the circumstances set out in clause 16.2, consist of 6 (six) persons,
 provided that at all times at least one of them must be an appointee of the Developer.

- 17.7 If no quorum is present within 15 (fifteen) minutes after the time for commencement of the meeting than it shall stand adjourned for the same time and place on the following day which is not a Saturday, Sunday, or public holiday and, if at such adjourned meeting, a quorum is not present within 30 (thirty) minutes after the time appointed for the meeting, the Exco Members then present shall be a quorum.
- 17.8 Any resolution of the Exco Members shall be carried by a simple majority of all votes cast.
- 17.9 The Chairman shall preside as such at all meetings of Exco Members provided that, should at any meeting of Exco Members the Chairman not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, those present of the Exco Members shall vote to appoint a Chairman for the meeting who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.
- 17.10 An Exco Member may be represented at a meeting of Exco Members by a proxy provided such proxy is an Exco Member.
- 17.11 The instrument appointing a proxy shall be in writing and signed by the Exco Member concerned but need not be in any particular form. 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.
- 17.12 The Exco Members shall:
- 17.12.1 ensure that minutes are taken of every meeting of Exco Members, 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;
 - 17.12.2 cause such minutes to be kept of all meetings of the Exco Members in a minute book of meetings of Exco Members kept for that purpose;
 - 17.12.3 keep all books of meetings of Exco Members in perpetuity; and
 - 17.12.4 on the written application of any Member, make all minutes of their proceedings available for inspection by such Member.
- 17.13 All resolutions recorded in the minutes of any meeting of Exco Members shall be valid and of full force and effect as therein recorded within effect from the passing of such resolutions and until varied or rescinded, but no resolution or purported resolution of Exco Members shall be of any force or effect or shall be binding upon the Members or any of the Exco Members unless such resolution is competent within the powers of the

Exco Members.

17.14 Save as otherwise provided in this Constitution, the proceedings at any meeting of Exco Members shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

18. MANAGING AGENT

18.1 The Developer shall for as long as it remains a Member of the Association, be entitled to appoint a Managing Agent to administer the Association, at a market related fee in terms of a written appointment agreement. Thereafter the Managing Agent shall be appointed by Exco.

18.2 The Exco Members 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 is guilty of conduct which at common law would justify the termination of a contract between master and servant, the Exco Members may, without notice, cancel such contract of employment and the Managing Agent shall have no claim whatsoever against the Exco Members and/or the Association as a result of such cancellation.

18.3 Upon cessation of the Developer's membership of the Association, the Exco shall have the power, in addition to the powers contained herein, to appoint a Managing Agent in terms of a written contract from time to time, to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Managing Agent, including the power to collect levies, provided that a Managing Agent shall be appointed for a year at a time.

18.4 Unless the Developer or the Exco Members, as the case may be, notify the Managing Agent to the contrary, such appointment will be automatically renewed from year to year.

19. GENERAL MEETINGS OF THE ASSOCIATION

19.1 The Association shall, within 12 (twelve) months of the date of commencement of the Association hold a general meeting as its first annual general meeting. Thereafter, within 3 (three) months of the financial year end of the Association it shall hold second and subsequent annual general meetings.

19.2 Such annual general meetings shall be held at such time and place, subject to the foregoing provisions, as the Exco Members shall decide from time to time.

19.3 The Exco Members may, whenever they deem fit, convene a general meeting and a special general meeting shall also be convened on a requisition made by not less than

25 % (twenty five per centum) of Members for the purposes of adding to, amending, substituting or repealing the provisions hereof or should the Exco Members fail to do so such meetings may be convened by the requisitionists themselves provided that notice thereof be given in terms of clauses 20.1 and 20.2.

20. NOTICE OF MEETINGS

20.1 An annual general meeting shall be called by not less than 21 (twenty one) days' notice and a special general meeting by not less than 14 (fourteen) days' notice, as provided in clause 19.3. 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 Exco Members to such notices from the Association, provided that a special general meeting or an annual general meeting of the Association 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 by not less than 60 % (sixty per centum) of Members having a right to attend and vote at the meeting.

20.2 Notice of the annual general meeting and/or a general meeting shall be sent by registered mail, fax, electronic media, or e-mail to Members subject thereto that the sender can produce evidence of the sending of such notice.

21. PROXIES

21.1 A Member may be represented at an annual general meeting and/or special general meeting by a Proxy who must be a Member of the Association.

21.2 The instruments appointing a Proxy shall be in writing signed by the Members 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 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 (if any) under which it is signed or a notarially certified copy thereof shall be lodged with the Association 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 foregoing, 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 special general meeting unless a quorum is present when the meeting proceeds to transact business and when any Resolution is to be passed. The quorum necessary for the holding of any meeting shall be Members having 25 % (twenty five per centum) of the total voting rights allocated in terms of clause 25 to 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 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 Chairman's report;

23.1.2 the election of Exco Members;

23.1.3 the consideration of the financial statements of the Association for the last financial year of the Association preceding the date of such meeting; and

23.1.4 the consideration of the budget as presented by the Exco Members and consideration of levies as currently levied by the Exco Members.

24. PROCEDURE AT MEETINGS

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

24.2 The Chairman 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.

25. VOTING

- 25.1 At every annual general meeting or special general meeting of the Association every Member present in person or by proxy and entitled to vote shall, subject to 25.7.1, be allocated 1 (one) vote per residential Unit that such Member owns. Where a residential Unit is registered in the name of more than one person or Entity, they shall jointly enjoy 1 (one) vote.
- 25.2 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 Association 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.
- 25.3 At any annual general meeting or general meeting, a resolution put to the vote at the meeting shall be decided on an ordinary majority of votes represented by Members entitled to attend and vote thereon present in person 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 for the addition to, amendment, substitution, or repeal of any provision of this Constitution, 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 Chairman 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 Chairman 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 and an entry in the minutes 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 confirms with the declaration made by the Chairman of the meeting as to the result of the voting at the meeting.

25.7 A resolution put to the vote of the meeting of Members shall be decided on a show of hands, unless a poll is (before or on the declaration of a result of the show of hands) demanded by the Chairman of the meeting or by the Developer or any other Member and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or negatived and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn. In the event of:

25.7.1 voting by a show of hands, every Member will have one vote, provided that a proxy or an authorised representative of an Entity shall have only one vote irrespective of the number of Members that he represents; and

25.7.2 voting on a poll, every Member, whether personally present or represented by proxy or authorised representative, shall have one vote.

26. MINUTES OF MEETINGS OF THE ASSOCIATION

26.1 The Exco Members shall ensure that minutes are taken of every meeting of the Association, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall be certified correct by the Chairperson of the meeting.

26.2 The Exco Members shall keep all minute books of meetings of the Association in perpetuity.

26.3 On the written application of any Member the Exco Members shall make all minutes of the proceedings and/or meetings of the Association available for inspection by such Member.

26.4 All resolutions recorded in the minutes of any meetings of the Association 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 the Association shall be of any force or effect or shall be binding upon the Members or any of the Exco Members, unless such resolution is competent within the powers of the Association.

26.5 Save as otherwise provided in this Constitution, the proceedings at any meeting of the Association shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

27. FINANCIAL YEAR END

The financial year end of the Association is the last day of February of each year.

28. ACCOUNTS

28.1 The Exco Members shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the Association including;

28.1.1 a record of the assets and liabilities of the Association;

28.1.2 a record of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure occurred;

28.1.3 a register of Members showing in each case their addresses; and

28.1.4 individual ledger accounts in respect of each Member.

28.2 On the application of any Member the Exco Members shall make all or any of the books of accounts and records available for inspection by such Member.

28.3 The Exco Members 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.

28.4 The Exco Members may from time to time make reasonable regulations concerning the time (within normal business hours) and manner in which Members shall be allowed to inspect the accounts and books of the Association, or any of them, and the accounts and books of the Association shall be open to inspection accordingly.

28.5 At each annual general meeting, the Exco Members shall lay before the Association financial statements for the immediately preceding financial year of the Association or, in the case of the first period since the date of commencement of the Association, made up for that period. 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 Exco Members.

29. DEPOSIT AND INVESTMENT OF FUNDS

29.1 The Exco Members shall cause all moneys received by the Association to be deposited to the credit of an account or accounts with a registered commercial bank in the name of the Association and, such moneys shall be withdrawn only for the purpose of payment of the expenses of the Association, repayment of deposits, or investment.

29.2 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 Exco Members from time to time.

- 29.3 Interest on moneys invested shall be used by the Association for any lawful purpose in the interest of the Association.

30. AUDIT

- 30.1 Once at least in every year, the accounts of the Association shall be examined, and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors.

- 30.2 The duties of the Auditors shall be regulated in accordance with general practice and applicable professional standards.

31. INDEMNITY

- 31.1 All the Exco Members are indemnified by the Association against any liabilities bona fide incurred by them in their capacities as such and in the case of the Chairman in his capacity as Chairman, as well as for all costs, losses 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 and, without detracting from the generality thereof, whether defending any proceedings, civil or criminal or otherwise in which relief is granted by a court.

- 31.2 An Exco Member shall not be liable for the acts, or omission of the Auditors or of any of the other Exco Members whether in their capacities as Exco Members or as Chairman or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of any security in or upon which moneys of the wrongful act of any person with whom any moneys, securities or effects are deposited or for any loss or damage occasioned by any error or judgement or oversight on his part or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties or in relation thereto unless occurring as a result of mala fides, breach of duty or breach of trust.

32. DEFAMATION PRIVILEGE

- 32.1 Every Member of the Association and every Exco Member shall be deemed by virtue of his membership or, as the case may be, his holding office as an Exco Member, to have waived as against every other Member, the Chairman, every other Exco Member, and everybody else engaged to perform the function or duty on behalf of or for the benefit of the Association or the Exco Members or any sub-committee, all claims and rights of action which such Member or the Exco Members might otherwise have had in law arising as a result of any statement, report, complaint or notice of or concerning such

32.2 Member or Exco Member, or any reference to such Member or Exco Member, made at any meeting of Exco Members, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of this Constitution, being a statement, report, complaint, notice or reference defamatory of such Member or Exco Member, or otherwise injurious to the dignity, reputation, business or financial interest of such Member or Exco Member, whether such statement be true or false.

33. ARBITRATION

33.1 Should any dispute, question or difference arise between Members or between a Member and Exco or between Member and the Association out of or in regard to:

33.1.1 the interpretation of;

33.1.2 the effect of;

33.1.3 their respective rights or obligations under;

33.1.4 a breach of (but subject to 33.2),

this Constitution, such dispute shall be decided by arbitration in the manner set out in this clause 33.

33.2 Notwithstanding 33.1.4, in respect of any claim arising from non-payment of levies or any other amount due by a Member to the Association in terms of this Constitution, the Association and Exco Members shall continue to enjoy common law rights and shall not be required to proceed to arbitration and shall not be precluded from instituting proceedings in any court of competent jurisdiction.

33.3 The arbitration referred to in clause 33.1 shall:

33.3.1 be conducted in an informal summary manner on the basis that it shall not be necessary to observe or conduct either the usual formalities or procedures relating to pleadings or discovery or the strict rules of evidence;

33.3.2 commence as soon as reasonably possible after it is demanded and with a view to its being completed within 30 (thirty) days after it is demanded; and

33.3.3 be held under the provisions of the Arbitration act of the Republic of South Africa (as amended or replaced from time to time) except as far as the provisions of this arbitration clause shall apply.

33.4 The arbitrator shall be appointed by agreement between the parties to the arbitration

within 7 (seven) days of being called upon to make such appointment and failing agreement on such appointment within 7 (seven) day period, appointed by the Chairperson of the Cape Bar Council or the successor to that body.

- 33.5 The arbitrator shall in giving his award have regard to the principles contained in this Constitution and he shall decide the matter as submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of law need not be observed or be taken into account by him in arriving at his decision. The arbitrator's decision shall be presented within 10 (ten) days after the completion of the arbitration in a written document and he shall state the reasons for his decision therein. The arbitrator may determine that the cost of the arbitration be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.
- 33.6 Each of the parties to the arbitration irrevocably agree that the decision of the arbitrator made at such arbitration proceedings;
- 33.6.1 shall be final and binding on each of them;
- 33.6.2 shall be carried into effect immediately; and
- 33.6.3 may at the instance of the parties be made an order of any Court to whose jurisdiction the parties are subject.
- 33.7 Notwithstanding anything to the contrary contained in this clause 33, the Exco Members shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of this Constitution, including the annexures hereto.

34. DOMICILIUM

- 34.1 The Exco Members shall from time to time determine the address constituting the domicilium citandi et executandi of the Association, subject to the following:
- 34.1.1 such address shall be the address of the Chairperson or of a resident Exco Member nominated by the Exco Member or the address of any duly appointed Managing Agent; and
- 34.1.2 the Exco Members 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 Erf or Unit.

- 34.3 It shall be competent to give notice by registered mail, fax, electronic media, or e-mail subject thereto that Exco can produce evidence of the sending of such notice.
- 34.4 A Member may by notice in writing to the Exco Members alter his domicilium provided such new address may not be a post office box or post restante and provided such address is within the Republic of South Africa and shall not be effective until 14 (fourteen) days after receipt of such notification.
- 34.5 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.
- 34.6 Any notice to a Member
- 34.6.1 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
- 34.6.2 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
- 34.6.3 sent by electronic media, or e-mail to that registered in the Members' register shall be deemed to have been received on the 1st (first) day after the date of transmission, unless the contrary is proved; or
- 34.6.4 successfully transmitted by telefax to his chosen telefax number shall be deemed to have been received on the 1st (first) day after the date of transmission, unless the contrary is proved.

35. AMENDMENT

- 35.1 Amendment of this Constitution shall be made only in terms of clause 25.5 above. No amendment of whatever nature to this Constitution shall be of effect without the prior consent in writing of the Local Authority.
- 35.2 Notwithstanding the provisions of clause 35.3, the Developer shall, for as long as any portion of the Development remains undeveloped have the right to amend this Constitution with the prior approval of the Local Authority in terms of clause 35.1, and shall further have the right to veto any proposed amendment of this Constitution if there is a reasonable apprehension that such amendment could detrimentally affect the Developer's ability to complete the Development in accordance with its development plans. Notwithstanding the provisions of this clause 35.2 above, the Developer shall not

have the right to vary the provisions relating to qualification for membership of the Association, the proportionate liability of Ordinary Members for the payment of Association Levies or the voting rights of Members.

- 35.3 Subject to the provisions of clauses 35.1 and 35.2 above, every amendment of this Constitution of whatever nature including any addition thereto, deletion therefrom or substitution thereof (but excluding amendments to the Waste Management Plan, any Architectural Rules and the Estate Rules, which are governed by clauses 10.7 and 10.8 above) shall require the approval of at least 75 % (seventy-five per centum) of the total number of votes allocated to Members of the Association as provided for in clause 25.1 above, which majority shall be expressed at a general meeting called specifically for such purpose and the notice of such meeting shall, in addition to comply with the requirements for the convening of a meeting, set out in specific terms the proposed amendment.

**SCHEDULE OF REVISIONS OF THE BOLAND OVAL PROPERTY OWNERS' ASSOCIATION
CONSTITUTION**

Resolutions passed at any Annual or Special General Meeting as indicated.

Date of meeting	Resolution for amendment passed

Annexure "A" Waste Management Plan

BOLAND OVAL (ERF 41638, PAARL) LIFESTYLE ESTATE: WASTE MANAGEMENT PLAN

Requirement in terms of Condition 5.2 of Memorandum

From: MANAGER: INFRASTRUCTURE MANAGEMENT - L. PIENAAR

Collaborator number: 1797864

Reference number: 15/4/1 (21323) P (57)

Date: 19 January 2022

Subject: APPLICATION FOR REZONING AND SUBDIVISION: ERF 21323 PAARL (BOLAND PARK)

Prepared by: UDS Africa and Viridus Works
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1. INTRODUCTION

The Boland Oval Waste Management Plan (WMP) addresses management of all household solid and organic waste / refuse, produced by the residents of the development, maintenance staff, and visitors.

The WMP covers the operational phase (post development) of the residential estate, consisting of approximately 821 residential units. The WMP will require amendment and updating as the development progresses over time and micro enterprises and community facilities are established inside of the estate. For the time being, the WMP is based on the Boland Oval Development Master Plan, Project No. 18034, Drawing No. 01.01.003, Revision 4 (Annexure A).

2. PURPOSE

The WMP aims to provide guidelines on waste reduction, segregation, collection, and disposal practices in accordance with local and national best practices, to avoid deterioration of the natural environment and negative impacts on the health and safety of the local communities.

It is prepared in keeping with the Drakenstein Municipality Integrated Waste Management Bylaw, 2013 (DMIWMB) and Drakenstein Municipality Waste Management Guidelines.

The WMP will form part of the rules for the management of the estate and will be maintained by the Boland Oval Master Property Owners' Association (BGMPOA).

3. WASTE MANAGEMENT OPTIONS

The waste hierarchy presents waste management stages commencing with the most preferable option to the least preferable option. Waste prevention is the most preferred option, followed by reuse, recycling, and safe disposal, as described in more detail below:

3.1. Prevention

Residents and maintenance staff should be aware of the use of re-usable materials to ensure there is minimal waste generation. The focus must be to prevent the generation of waste and not using hazardous materials other than "domestic hazardous waste" as defined in the DMIWMB. Where the use of hazardous materials is unavoidable, efforts should be made to identify replacement materials that are non-hazardous and to minimise the volume used.

3.2. Re-Use

Residents and maintenance staff will be made aware of the need to reduce the volume of waste generated by them. This can be achieved by the use of re-usable materials as containers, carriers, and consumer goods such as clothing, otherwise disposed of as a waste.

3.3. Recycling

Residents and maintenance staff will be encouraged to turn garden refuse (organic material) into compost for re-use in the gardens and landscaping.

They will be further encouraged to separate waste into recyclable streams, being glass, paper, metals, and plastics, as well as clothing. To this end sets of five colour coded bins will be made available over and above the household refuse bins collected by the Municipality.

3.4. Disposal

Disposal is deemed the last resort and must occur in a manner as determined by the DMIWMB. The Municipality's policy in keeping with the DMIWMP is to remove only wet waste and to provide facilities for the management of recyclable material. Disposal results in waste going to landfill or to incineration for energy recovery and is the least preferred environmental option. Details relating to the disposal system are elaborated herein below.

The sources of waste and the anticipated content of the solid waste generated are:

- Residential: Food wastes, paper, cardboard, plastics, textiles, leather, wood, glass, metals, ashes, domestic hazardous wastes (e.g., consumer electronics, batteries, oil, tyres, paints, solvents, pesticides, light bulbs) and limited medical wastes.
- Services and common areas: Street cleaning debris and litter, landscaping trimmings and cuttings, play area litter and sweepings, drain silt, and domestic hazardous waste.

Of the above content, the Municipality will remove only food or wet waste and in managing this, will allow for a special tariff rate as per the approved Drakenstein Municipality Budget and Tariffs and a reduction in the number of wheelie bins to be provided on site.

4. PROPOSED WASTE MANAGEMENT INFRASTRUCTURE

The Municipality will remove the waste / refuse in accordance with its By-laws and shall do so according to the following principles:

- Domestic waste is collected once weekly on scheduled collection days in 240 litre wheelie bins.
- The refuse will be removed / collected from the kerbside from a central refuse room to be constructed at the entrance to the development off Lustigan Road according to the specifications of the Municipality.
- The ratio for determination of the number of 240l wheelie bins to be provided on site will be one bin for every three apartments / dwelling units.
- Refuse room size: $821 \text{ units} \times 55\text{m}^2 \times 0,1425\text{m}^3 / 100\text{m}^2 \text{ per week} = 64,35\text{m}^3 / \text{week}$.
 $64,35\text{m}^3 \times 4 \text{ bins} = 257,40$ or rounded to 260m^2 .
- The refuse room will be provided with lockable gate(s) for the wheelie bins with a key for the Municipality to unlock the gate on collection days.

- The refuse room will be inside of the security area of the estate behind a 1,8m high fence and contain the following:
 - Tap with running water;
 - A gully which is connected to an approved sewer connection; and
 - A concrete floor.

A decentralised refuse room will be provided in each residential block and for the common area, sized according to the number of residential units in the block. The wheelie bins for each block will be moved to the central refuse room the day before collection by the Municipality. The BGMPOA will be responsible for the collection and redistribution of the bins throughout the estate.

- The wheelie bins for each block will be marked and numbered according to the block details to avoid losses and lack of receptacles.
- The refuse rooms in the blocks will contain the following:
 - Tap with running water;
 - A gully which is connected to an approved sewer connection; and
 - A concrete floor.

Two sets of four colour-coded wheelie bins will be provided for each block for recyclable. The recyclable materials will be put out in the colour coded wheelie bins for collection once weekly as scheduled for collection with an approved service provider. Should a recycling system or service provider not be available, then the material will be disposed of to the Paarl transfer station for further removal by the Municipality.

- Blue Bin:
 - Paper and paper materials.
 - Cardboard that is not plastic coated.
- Green Bin
 - Glass bottles, glass ware.
 - Wood and wooden goods.
- Red Bin
 - Metals, tins, cans.
 - Aluminium holders and cans.
- Yellow Bin
 - Materials with thin plastic coating in or over.
 - Plastic bags, polystyrene, tape, cling wrap, glazed wrappers, bubble wrap.
 - Plastic bottles, containers, straws, mugs, and cups.
 - Domestic hazardous waste, including nappies and household medical waste.

Garden clippings, sweepings, silt, and organic waste will be placed in skips that are placed in appropriate places in the estate as gardening and outdoor maintenance is undertaken. These skips will be removed by a certified contractor for use in the manufacturing of compost or similar.

5. SOLID WASTE MANAGEMENT

All residents will be made aware of the need to separate waste and correctly dispose of the waste and unwanted goods for recycling. Clothing and textiles will be separated for re-use rather than recycling or disposal, for which a dedicated container will be made available at the common area and the BGMPOA office.

Maintenance staff responsible for the collection and distribution of the wheelie bins from the decentralised refuse rooms will assist with the segregation of the waste and the correct use of the colour coded bins.

Maintenance staff and the BGMHOA will be responsible for the maintenance of the refuse rooms in a hygienic manner and ensure that regular waste clearance is undertaken. They will also be responsible for the cleanliness of the common areas and streets, collecting cuttings, litter, and sweepings and disposing thereof in the appropriate bins.

The BGMPOA will retain records of all removals which are not undertaken by the Municipality. Each contractor appointed to remove any recyclable waste will have to register each load and submit a receipt to the manager of the BGMPOA for it from an authorised disposal site, e.g., composting plant, materials recovery facility, or recycling depot. The MPOA will be responsible for maintaining and reconciling the records of removal and disposal.

6. PERFORMANCE MONITORING

Performance monitoring is essential to ensure the proper management and operations of the solid waste in the estate.

6.1. Inspections

Site and waste infrastructure inspections must be performed by the BGMPOA management and are the responsibility of the BGMPOA management. The estate and all refuse rooms and infrastructure should be inspected regularly and not less than weekly. A formally documented inspection must occur, and the records maintained in the BGMPOA offices.

Inspections will ensure that all commitments in this WMP are being enforced and that the waste management does not cause any negative effect to the local environment, the estate, or the residents.

6.2. Data Collection

The waste management activities need to be monitored by the BGMPOA to ensure that resources can be properly allocated to the function. A register of waste collection and disposal receipts must be maintained by the POA. It will allow for the addition or reduction in the number of bins for waste and of material sent for reuse and recycling.

Collected and recorded data can be used by the Municipality and other stakeholders in the case of a waste audit.

7. PERFORMANCE INDICATORS

Measurement is an important tool in improving performance, and performance indicators will help the BGMPOA define and measure progress towards the goal of reducing waste and maintaining a hygienic environment.

7.1. Regular site inspection records

Maintenance of an efficient record system is a key process in the implementation of the WMP. The findings of each inspection should be recorded in a database. Findings relating to the inspections need to be categorised as being "outstanding", "compliant", "minor departure", or "non-compliant" with the WMP.

The number of findings of departures and non-compliance should decrease, if they occur, until the goal of zero negative findings is achieved.

Negative findings require consequence management, and corrective or preventive actions like assigning responsibilities to people, setting of deadlines, appropriate resource allocation, and disciplinary action.

7.2. Percentage Recyclables Generated

The quantities, volumes, and types of recyclables produced should be tracked to identify waste reduction opportunities. Disposed waste reduction targets should be determined by the BGMPOA in consultation with the Municipality, and the volume of disposable waste production reduced annually to achieve a set goal.

8. REVIEW PROCESS

The WMP must be reviewed and updated bi-annually in consultation with the Municipality.

ANNEXURE A: BOLAND OVAL MASTER PLAN

Annexure "B" Parking Lay Out Plan

dhk architects (Pty) Ltd
 9th floor, on view east centre
 9, Sponwood Road, Cape Town
 Tel: +27(0)21 421 6833
 Fax: +27(0)21 421 6870
 Email: info@dhk.co.za
 Reg No: 881 30988 / 07

L. PARKING PROVIDED PER PHASE

Phase	Number of Apartments	Parking provided per Phase	Residential Bays Allocated per Phase	Extra parking per Phase	Overall visitor parking on site
1	111	274	157	107	107
2	104	262	156	106	213
3	104	117	90	27	240
4	104	266	156	110	350
5	123	110	185	75	275
6	111	110	145	-1	110
7	246	161	239	-58	191

SCHEDULE OF BILLS

DATE	REVISION	DESCRIPTION
15/01/2023	1	ISSUED FOR INFORMATION

REVISIONS

NO.	DATE	DESCRIPTION
1	15/01/2023	ISSUED FOR INFORMATION

REVISIONS DATA

NO.	DATE	DESCRIPTION
1	15/01/2023	ISSUED FOR INFORMATION

PROJECT INFORMATION

Project Name	BOLAND GATEWAY
Project No.	881 30988 / 07
Client	STAYTUS
Site No.	180334
Scale	1:1000 @ A1

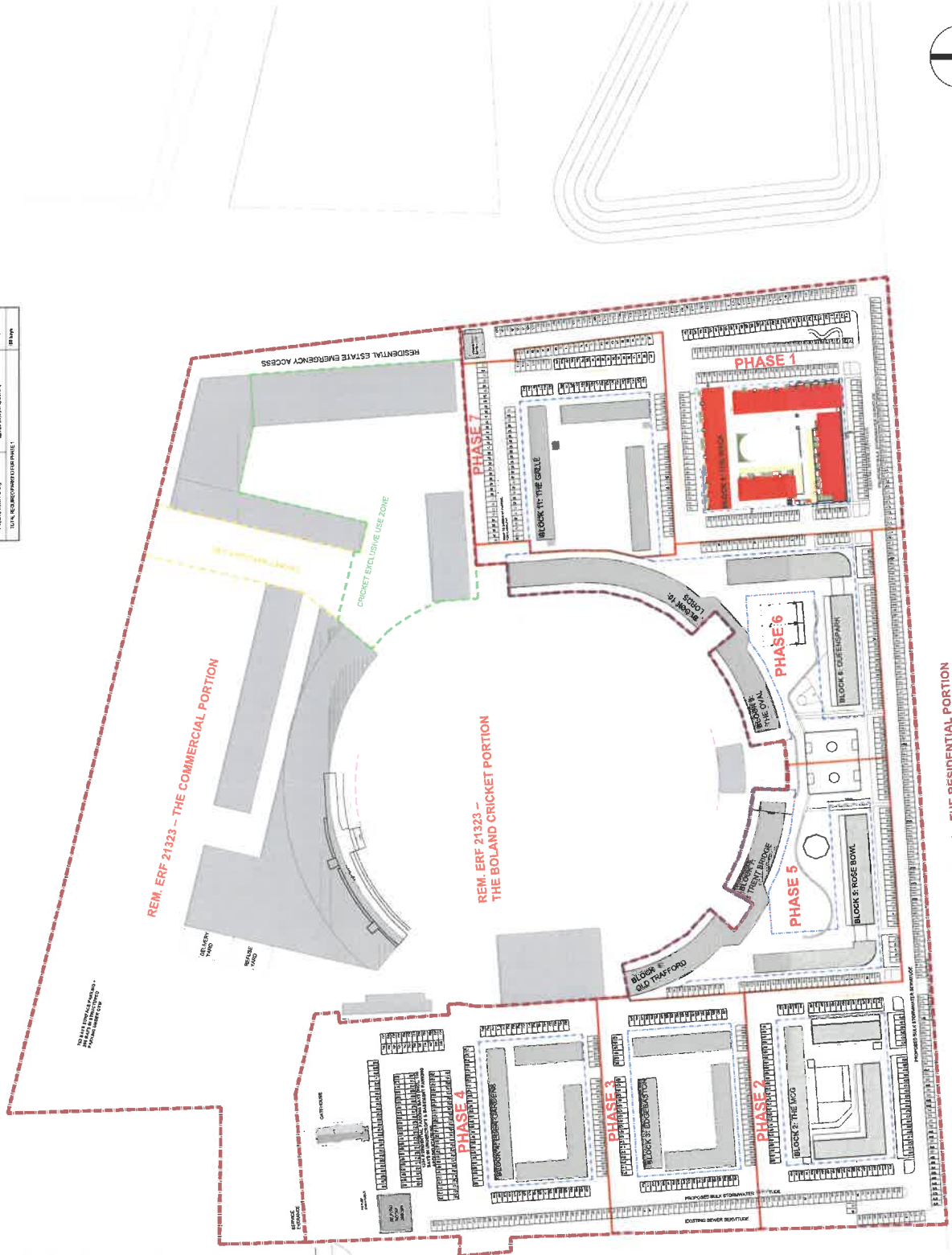
ISSUED FOR
INFORMATION
 2023-04-19

dhk
 dhk architects (Pty) Ltd
 9th floor, on view east centre
 9, Sponwood Road, Cape Town
 Tel: +27(0)21 421 6833
 Fax: +27(0)21 421 6870
 Email: info@dhk.co.za
 Reg No: 881 30988 / 07

BOLAND GATEWAY
 Langenhoven Avenue
 Boland Agricultural Showgrounds, Paarl
 STATUS

PARKING ALLOCATION PLAN
 Residential Estate

Project No: 180334
 Drawing No: 01.01.005
 Rev No: 4
 Date: 2023/04/19 | 1000 @ A1



Annexure "C" Estate Rules

Substituted Conduct Rules as contemplated in Regulation 6(4) of the Sectional Titles Schemes Management Act, No. 8 of 2011 ("STSMA")

ANNEXURE C

ESTATE RULES

[Substituted Conduct Rules as contemplated in Regulation 6(4) of the Sectional Titles Schemes Management Act, No. 8 of 2011 ("STSMA")]

1 PRELIMINARY

- 1.1 Boland Oval Life Style Estate (Boland Oval Estate) development epitomises a quality lifestyle estate. It is imperative that high standards are maintained in a manner that enables and encourages a respectful, harmonious and aesthetically pleasing environment.
- 1.2 Boland Oval adopted the Conduct Rules promulgated in terms of the Regulations under the STSMA as the Estate Rules for Boland Oval Estate. The Conduct Rules are not intended to impede the lifestyle of the Boland Oval Estate community, but rather are meant to enhance and uphold the principles of excellence to which Boland Oval Estate aspires, and to encourage and ensure the smooth, safe and efficient management and administration of Boland Oval Estate.
- 1.3 These Conduct Rules shall not be added to, amended or repealed except in accordance with section 10(2)(b) of the STSMA, and subject to the provisions of sections 10(3) and (5) of the STSMA.

2 BINDING NATURE OF THESE RULES

- 2.1 The provisions of these Conduct Rules, the provisions of the Act, the STSMA and the duties of an owner in relation to the use and occupation of his Section and the common property shall be binding on the owner and the occupier of his section, and on the visitors of the owner or the occupier.



2.2 It shall be the duty of the owner to ensure compliance with these Conduct Rules, and the provisions of the Act and STSMA by the occupiers of his Section, and by the visitors of the owner or the occupier.

2.3 These Conduct Rules shall be administered and strictly enforced by the Association.

2.4 "Penalties" shall be issued in writing for transgressions of rules at the discretion of the Exco.

3 INTERPRETATION

3.1 In the interpretation of these Conduct Rules, unless the context otherwise indicates:

3.1.1 "**Common property**" and "**Common Areas**" shall include 'exclusive use areas';

3.1.2 "**Occupier**" means a tenant or other occupier of a section;

3.1.3 "**Rules Transgression Chart (RTC)**" refers to the document that stipulates the list of transgressions and the relevant applicable penalties.

3.1.4 "**Security**" means providers who have been duly appointed to provide on-site and off-site armed response services. This may be nominated and appointed by the Association from time to time, the first appointment is by the Developer;

3.1.5 "**These rules**" means these Conduct Rules.

3.1.6 The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of these rules;

3.2 Words and expressions to which a meaning has been assigned in the Act, the STSMA, the Management Rules (Part A of this Constitution) and/or these rules shall bear the meaning so assigned to them;



3.3 Words importing:

3.3.1 the singular number only shall include the plural, and the converse shall also apply;

3.3.2 the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders;

3.4 A reference to natural persons shall also include partnerships, trusts and juristic persons and the converse shall also apply.

3.5 When any number of days is prescribed in these rules, 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 proclaimed public holiday.

4 DIRECTIVES

4.1 Exco may from time to time issue Directives in terms of these rules to disclose further information with reference to these rules and the practical application of the rules.

4.2 The Directives may contain conditions imposed by the Trustees in terms of these rules, application forms prescribed by the Trustees in respect of these rules and any other information which the Trustees want to disclose to the Owners and Occupiers with reference to these rules.

5 USE OF THE SECTIONS

5.1 A section/s may, subject to the provisions of section 13(1)(g) of the STSMA, only be used for its intended purpose(s).



6 LONG-TERM SHORT-AND TERM LETTING

Long Term and Short Term Letting regulated in terms of the Constitution.

7 APPEARANCE TO SECTION AND EXCLUSIVE USE AREAS

- 7.1 Owners and/or Occupiers shall not, without the written consent of the Exco:
- 7.1.1 place on or do anything on any part a Section or Exclusive Use Area or make a change to the external appearance of a Section or Exclusive Use Area, unless the change is minor and does not detract from the aesthetic appearance of Boland Oval;
 - 7.1.2 erect structures or awnings on any part of a Section or an Exclusive Use Area, which shall be subject to the provisions of the guidelines and specifications imposed, and provided it is installed by an approved vendor;
 - 7.1.3 erect washing lines on any external part(s) of a Section and/or on any Exclusive Use Area, and shall use only those areas designated for such use by the Association on the Common Property;
 - 7.1.4 hang washing, laundry, or other items in a Section or on an Exclusive Use Area if the articles are visible from the outside of the Section or Exclusive Use Area; and/or
 - 7.1.5 display any notice, sign, billboard or advertisement in a Section or on an Exclusive Use Area, is visible from the outside of the Section or Exclusive Use Area.
- 7.2 Owners and Occupiers are entitled to install a locking or safety device to protect a Section and/or Exclusive Use Area/s against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style



and materials approved in writing by the Trustees. Any such device must be kept in good order and repair.

7.3 Any sub-division or structural alteration to a Section requires the prior written approval of the Exco, and to the extent necessary, the approval of the local and other relevant authorities. When giving such approval the Exco may impose such conditions as it considers relevant and necessary, in its discretion, acting reasonably.

7.4 The exterior of all Sections, including walls, windows and doors, are part of the Common Property. No Owner or Occupier may make additions, alterations, removals or additions to his Section or Exclusive Use Area without the prior written consent of the Exco and subject to the conditions as may be imposed by the Trustees.

8 COMMON PROPERTY

8.1 Owners and/or Occupiers shall not, without the prior written consent of the Exco:

8.1.1 place on or do anything, erect, store, leave or keep or allow to be erected, stored, left, or kept any article or thing on any part of the Common Property. This specifically includes the erection of washing lines and similar structures used for the drying of laundry, other than those areas designated for such use by the Association;

8.1.2 remove or allow to be removed any shrub, tree, plant, article or thing from the Common Property;

8.1.3 host, attend or allow any braai other than gas (whether wood or coal) on the Common Property, other than in areas especially designated for such use;

8.1.4 construct or affix anything to the exterior of the Building or on any wall of the Common Property, nor place, install or allow to be placed or installed any air conditioning equipment or apparatus, television equipment (including aerial or satellite equipment)



or solar equipment, which requires attachment to the structure of a Building and/or which is visible from the Common Property or any other Section;

8.1.5 mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the Common Property, or allow any such activity;

8.1.6 permit any woodwork, metalwork or any other work to be conducted on any part of Boland Oval Life Style Estate or

8.1.7 cause any article or thing to be erected, installed or stored in a Section that would result in such article or thing being visible from and/or encroaching onto the Common Property.

8.2 There shall be no littering on the Common Areas.

8.3 Should any damage whatsoever be caused to the Common Property by an Owner, Occupier or any of their Visitors then the Owner shall be liable to reimburse the Association the cost of repairing such damage in addition to the applicable fine.

9 **KEEPING OF ANIMALS, INSECTS, REPTILES AND BIRDS (“Pets”)**

9.1 No Pets may be kept in or on any part of the Boland Oval Estate without the Exco's' prior written consent, which consent shall not be unreasonably withheld, and if such consent is given, it may be given subject to such reasonable conditions as the Exco may prescribe.

9.2 The keeping of dogs is restricted to a standing height of a dog of no more than 60 centimetres. The height shall be measured from the floor to the top of the highest point on the dog's back.

9.3 The keeping of Pets is further restricted as follows:



- 9.3.1 Apartments smaller than 70sqm – limited to 1 pet per Apartment;
- 9.3.2 Apartments 70sqm or more – limited to 2 pets per Apartment;
- 9.4 Permission granted by the Exco in terms of clause 9.2 may be withdrawn at any time by the Trustees, if the Pet owner fails to comply with any condition or Directive prescribed by the Trustees.
- 9.5 Notwithstanding the provisions of clauses 9.2 and 9.3, an Owner or Occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog shall be entitled to keep that animal in a Section and to accompany it on the Common Property, provided the Owner or Occupier abides by the Exco's reasonable conditions in this regard.
- 9.6 Dog owners must ensure that they carry with them a receptacle and clean up any mess created by their animals. The cleaning and removal of any excrement left on the Common Property by Pets shall be the Pet owner's responsibility, and which shall be attended to immediately.
- 9.7 Should cats be allowed, they must have identity tags and be neutered or spayed. Dogs must be leashed and properly controlled when on the Common Property.
- 9.8 Pets shall not cause a nuisance or disturbance to any other owner, occupier or visitor within the Scheme.
- 9.9 If a Pet attacks or causes injury or harm to any person, or to other Pets on the Boland Oval Life Style Estate or causes damage to any part of Boland Oval Life Style Estate, the Exco shall be entitled to require the Pet owner to remove the Pet from Boland Oval Estate forthwith. The Pet owner shall be liable for all costs (medical, legal or otherwise) arising as a result of any injury, loss or damage caused by his Pet and the Pet owner indemnifies the Association against any such injury, loss or damage.



9.10 The Exco shall be entitled to require a Pet owner to permanently remove a Pet from the Boland Oval Life Style Estate, if such Pet is kept in contravention of this clause 9.

10 REFUSE DISPOSAL AND SANITATION

10.1 Owners and/or Occupiers shall:

10.1.1 not leave refuse or other materials on the Common Property, other than in areas and at the times designated by the Trustees for collection purposes;

10.1.2 ensure that refuse is deposited in refuse bags and disposed of in the municipal bins provided to each Section for refuse disposal or in receptacles specified by the Exco;

10.1.3 ensure that refuse is securely wrapped, or in the case of a tin or container, completely drained, before being disposed of in the municipal bin or in the receptacle, and is in a clean and tidy condition, adequately covered;

10.1.4 dispose of any recyclable material in the recycling refuse room;

10.1.5 not dispose of cooking oils or fats, or any such similar substance by way of any kitchen sinks, drains or toilets. Items such as paper towels, sanitary towels and nappies must be disposed of hygienically and must not be flushed via the Buildings' sewerage system;

10.1.6 ensure that, in disposing of refuse, they do not adversely affect the health, hygiene or comfort of any other Owners or Occupiers; and

10.1.7 comply with all Directives issued from time to time by the Exco regarding refuse disposal and sanitation.

11 ERADICATION OF PESTS



Owners and Occupiers shall ensure that their Sections are kept free of pests, including rats, mice, cockroaches, white ants, borer and other wood destroying insects and to this end shall allow the Association and such persons duly authorised by it, to enter into their Sections from time to time, on reasonable notice, to inspect the Sections and to take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials. The cost of the inspection and eradication of any such pests, replacement of any woodwork or other material forming part of any Section which may be damaged by any such pests, shall be borne by the Owner of the Section concerned.

12 LIFTS

All lifts in the Buildings shall be used strictly in accordance with the relevant notices pertaining thereto and maximum weight limits shall not be exceeded. The special provisions regarding the dedicated lifts in the Building will be observed and adhered to by all members, visitors and guests.

13 COOKING/BARBEQUING ON BALCONIES

- 13.1 Cooking or barbequing using wood fires, including Weber-type braais and/or charcoal burners is not permitted on any balcony or terrace.
- 13.2 Only gas braais or similar "smoke free" braais or cooking devices may be used. Owners and Occupiers shall always respect their neighbours when using such "smoke free" devices.

14 VEHICLES AND PARKING

- 14.1 For purposes of this clause 10, "vehicle" means a motor car, bus, motor bike, scooter or truck.
- 14.2 All Owners, Occupiers and Visitors shall comply with restrictions and directions of all road traffic signs on the Common Property. No person may operate a vehicle on the Common



Property in a manner which may cause disturbance, nuisance or a threat to the safety of persons in Boland Oval Estate.

14.3 No Owner, Occupier or Visitor shall:

14.3.1 park or stand any vehicle on the Common Property, or allow any vehicle to be parked or to stand on the Common Property, in an area not designated for parking;

14.3.2 park or allowed to be parked, any caravans, trailers, boats or any other such heavy vehicles ("heavy vehicles") on the Common Property; or

14.3.3 abandon or allow to be abandoned, any vehicle or heavy vehicle on the Common Property, save in the case of an emergency, or otherwise with the consent of the Association.

14.4 Owners and Occupiers shall ensure that their parked vehicles or heavy vehicles and those of their Visitors do not cause nuisance to any person, or the damage, defacing of or mess to the Common Property, including by way of the spillage of brake fluid and oil. Any damage, defacing or mess caused to the Common Property shall be for the account of the relevant Owner or Occupiers.

14.5 No Owner, Occupier or Visitor shall, save in the case of emergency, dismantle or effect major repairs to any vehicle or heavy vehicle, or service any vehicle on any part of Boland Oval Life Style Estate, or allow any person to do so.

14.6 Every vehicle and heavy vehicle parked and kept in Boland Oval Lifestyle Estate is parked and kept at the vehicle owner's own risk. The Association shall not be liable for any loss or damage suffered by a vehicle (or heavy vehicle) owner as a result of a vehicle or heavy vehicle being parked or kept on the Common Property.

14.7 These parking bays cannot be sold to any parties outside of the Scheme.



15 NOISE AND NUISANCE

15.1 Owners and Occupiers must:

15.1.1 at all times exercise due respect and consideration for other residents of Boland Oval Estate;

15.1.2 not obstruct the lawful use of the Common Property by any other person;

15.1.3 not create noise likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the Common Property; and

15.1.4 take reasonable steps to ensure that neither they nor their Visitors behave in a way likely to interfere with the peaceful enjoyment of another Section or another person's peaceful enjoyment of the Common Property.

15.2 Noise levels must be reduced after 22:00 daily and quietness must be maintained in the Sections, Common Property and Facilities between 24:00 and 07:00 and on Sundays and Saturdays before 09h00 and after 12h00.

15.3 An Owner or Occupier must inform his direct neighbours if he intends hosting a private party in his Section and/or Exclusive Use Area/s which is likely to cause noise or loud music. Times for such events must, subject to any applicable by-laws, end by no later than 22:00 on week days (Monday – Thursday), 24:00 on weekends (Friday and Saturday) and 20:00 on Sundays. Owners and Occupiers must also be considerate of others during the hours 14:00 to 17:00 on a Saturday, Sunday and Public Holiday.

15.4 An Owner or Occupier shall at all times ensure that neither he, nor his Visitors, shall create a nuisance by making undue noise, which includes the playing of musical instruments, television sets, stereo and similar equipment at unreasonable noise levels.



- 15.5 Owners and Occupiers are prohibited from:
- 15.5.1 using the horn/hooter of a motor vehicle unless for purposes of warning of an imminent danger or emergency;
 - 15.5.2 setting off explosive devices, firecrackers or objects and materials of a similar nature;
 - 15.5.3 discharging licensed firearms unless the circumstances justify the use of a firearm for self-defence or any other lawful purpose. Unlicensed firearms are not allowed on Boland Oval Life Style Estate; and
 - 15.5.4 using power tools, hammers and any other noise generating equipment on Monday – Saturday (18:00 – 07:00) and Sundays (14:00 – 09:00).
- 15.6 Games: no hitting, striking, throwing or bouncing of balls or any other object against the walls of the Common Property or of the Building is permitted. No games, bicycle riding, skateboard riding, roller skates or recreational activities of a similar nature shall be permitted on any part of the Common Property without the consent of the Trustees.
- 15.7 The Exco shall be entitled to take immediate remedial action against any person who persistently creates disturbance by making excessive noise or engaging in unruly behaviour.

16 FACILITIES

General

- 16.1 The Facilities are for the exclusive use of Owners, Occupiers and their Visitors.
- 16.2 Owners and Occupiers shall adhere to the conditions of use applicable to each of the Facilities, and as determined by Management from time to time, and shall ensure that their



Visitors do likewise. It is the responsibility of Owners and Occupiers to acquaint their Visitors with these Conduct Rules.

- 16.3 Owners, Occupiers and their Visitors, must observe proper decorum in all parts of the Facilities. Any person conducting himself in an unbecoming manner may be requested by the Exco to leave the Facility in question and a report shall be made to the Trustees for action to be taken, such as the Exco may deem appropriate, which may include the imposition of a penalty.
- 16.4 Owners and Occupiers are to use their discretion in determining the number of Visitors they allow into the Facilities to avoid monopolising the areas.
- 16.5 Owners and Occupiers shall always respect the privacy of other users when making use of the Facilities.

Annexure "D" Estate Layout Plan

