

CONSTITUTION

GREENWAYS ESTATE

A statutory body established in terms of Section 61 of the City of Cape Town Municipal Planning By-Law, 2014, implemented in terms of Section 2 of the Western Cape Land Use Planning Act, No. 3 of 2014, which was enacted in terms of the Spatial Planning and Land Use Management Act, No.16 of 2013

ANNEXURES

- "A" Architectural Design Manual
- "B" Diagram for the Land
- "C" Site Development Plan
- "D" Proxy Form
- "E" Estate Rules
- "F" Notional Participation Quota Schedule

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1. PREAMBLE

It is recorded that the Greenways Estate Home Owners Association is constituted as a statutory body in terms of Section 61 of CCT MPB, implemented in terms of Section 2 of LUPA, and in accordance with the conditions imposed by the Council when approving the consolidation, rezoning and sub-division of the Land referred to in clause 2.1.26 below.

2. INTERPRETATION

In this Constitution:

2.1. The following words shall, unless the context otherwise requires, have the meanings assigned to them below:

2.1.1. **“the Architect”** means Kevin Gadd Architects CC (Registration Number 1995/004905/23), or alternatively, in the event that Kevin Gadd is no longer providing architectural services, an architect duly appointed by the Exco;

2.1.2. **“the Design Manuals”** means collectively the architectural design manual, as amended with the approval of the Council and the Architect from time to time, for the development of improvements within the Estate, annexed to this Constitution marked Annexure “A”;

2.1.3. **“Act”** means the Sectional Titles Act, No 95 of 1986, as amended or substituted from time to time;

2.1.4. **“Association”** means the Greenways Estate Home Owners’ Association which is established under the CCT MPB and regulated by the provisions of this Constitution;

2.1.5. **“Auditors”** means the auditors of the Association as appointed from time to time;

2.1.6. **“Body Corporate”** means the Body Corporate of the Sectional Title Scheme established in terms of the provisions of the Act;

2.1.7. **“Business Day”** means weekdays other than Saturdays, Sundays and public holidays;

2.1.8. **“CCT MPB”** means the City of Cape Town Municipal Planning By-Law, 2015;

2.1.9. **“Chairperson”** means the Chairperson of the Exco;

- 2.1.10. “**Common Property**” means the common property of the Sectional Title Scheme, as defined in the Act and depicted on the Sectional Plan of the Sectional Title Scheme;
- 2.1.11. “**Common Areas**” means common property of the Estate designated for communal use by all residents, such as communal roads, walkways, terraces, planter boxes, communal gardens, all visitors parking areas, the Facilities and such other areas as may be determined by Exco from time to time;
- 2.1.12. “**Common Services**” means all bulk services to the Estate including services in respect of the provision of water (including by way of the borehole(s)), sewerage, electricity, drainage, storm water drainage, telecommunications, refuse removal, fire-fighting equipment, security, transport and all such other utilities and amenities serving the Estate;
- 2.1.13. “**Constitution**” means this Constitution, regulations, rules and by-laws of the Association in force from time to time, and shall include all annexures;
- 2.1.14. “**Council**” means the City of Cape Town, or its successors;
- 2.1.15. “**CSOS Act**” means the Community Schemes Ombud Services Act, 2011 (Act No. 9 of 2011), as amended or replaced from time to time;
- 2.1.16. “**Developer**” means Greenways Development Company Proprietary Limited (Registration No. 2000/007759/07) or its successor(s) in title as owner(s) of the Land or any portions thereof or the remainder thereof from time to time;
- 2.1.17. “**Development Period**” means the period commencing on the creation of the Association and which period shall endure:
- 2.1.17.1. until such date as 100% (one hundred percent) of the Units and/or Residential Erven have been transferred from the Developer to third parties; or
- 2.1.17.2. until the Developer and the Association agree that the period shall be terminated, provided that, in coming to such agreement, the Developer shall be prohibited from exercising any votes that it may be entitled to in terms of this Constitution;
- 2.1.18. “**EMPs**” means the Environmental Management Plans applicable to the Estate as approved by the relevant authorities;

- 2.1.19. **“Estate”** means the estate called “Greenways Estate” to be established on the Land;
- 2.1.20. **“Estate Manager”** means the person appointed by the Developer to manage the affairs of the Association during the Development Period, and thereafter appointed by the Association from time to time, as more fully described in clause 32 below;
- 2.1.21. **“Estate Rules”** means those rules, as may be amended from time to time, established and maintained by the Association in terms of clause 10 hereof to provide for the use and enjoyment of the Common Areas by Owners and Occupiers and to promote the harmonious co-existence of all Owners and Occupiers in the Estate, a copy of which rules as are in existence at the date of adoption of this Constitution are annexed hereto marked Annexure “E”;
- 2.1.22. **“Exco”** means the executive committee (being those Members for the time being of the Association appointed to executive committee in terms of clause 7 of this Constitution);
- 2.1.23. **“Facilities”** means the facilities developed and established in the Estate for the use and enjoyment of all Registered Owners (and in some instances, members of the public), which may include:
- 2.1.23.1. visitors’ parking bays marked as such within the Estate;
 - 2.1.23.2. the landscaped garden located on Erf 180382 Cape Town; and
 - 2.1.23.3. any other facilities which the Developer believes would be necessary and desirable in a development such as the Estate, including, but not limited to, infrastructural utilities and amenities to be provided and/or installed on the Property by the Developer, the entrance to the Estate, road ways, security facilities, renewable energy and green water, boreholes and sanitation services and refuse areas;
- 2.1.24. **“First Transfer”** means the date of registration of the first transfer by the Developer of any Unit or Residential Erf into the name of the first purchaser of same;
- 2.1.25. **“Freehold Property Scheme”** means a freehold property scheme situated within the Estate, being freehold property schemes individually known and numbered as:

- 2.1.25.1. The Villas, to be situated on Erven 180368 to 180370 Cape Town, as reflected in Annexure “B” hereto;
- 2.1.25.2. The Meadows, to be situated on Erven 180372 to 180374 Cape Town, as reflected in Annexure “B” hereto;
- 2.1.25.3. The Terraces, to be situated on Erven 180375 to 180380 Cape Town, as reflected in Annexure “B” hereto; and
- 2.1.25.4. The Glades, to be situated on erven 180383 to 180387 Cape Town, as reflected in Annexure “B” hereto;
- 2.1.26. “**Land**” means Erf 56421, Claremont, measuring 2,2086 (two comma two zero eight six) hectares, which is reflected on Annexure “B”;
- 2.1.27. “**Levies**” means the Association levies raised by the Exco and payable by the Registered Owners, as more fully set out in Clause 12 hereof;
- 2.1.28. “**LUPA**” means the Western Cape Land Use Planning Act, No. 3 of 2014, enacted in terms of SPLUMA;
- 2.1.29. “**Manor House**” means the original Greenways Manor House, which forms part of the Sectional Title Scheme, situated on erf 180381 Cape Town, as reflected in Annexure “B” hereto;
- 2.1.30. “**Member(s)**” means a Registered Owner;
- 2.1.31. “**month**” means a calendar month;
- 2.1.32. “**ordinary resolution**” is a resolution which shall be adopted if Members present at a quorate meeting, holding more than 50% (fifty percent) of the voting rights, vote in favour of its adoption;
- 2.1.33. “**Registered Owner**” means the registered owner of any of the Units and/or Residential Erven;
- 2.1.34. “**Residential Erven**” means subdivided erven of the Freehold Property Schemes (including the dwellings and other improvements constructed on each such erf) and which erven are numbered erven and “Residential Erf” shall mean any one such erf;
- 2.1.35. “**Section**” means a section in a Sectional Title Scheme, as defined in the Act;

- 2.1.36. “**Sectional Plan**” means the registered sectional plan as may be amended from time to time, of the Sectional Title Scheme as defined in the Act;
- 2.1.37. “**Sectional Title Scheme**” means the sectional title scheme as defined in the Act, situated within the Estate, being the sectional title scheme to be known as the Greenways Manor House located on Erf 180381 Cape Town in respect of which a sectional title register has been opened, as reflected in Annexure “B” hereto:
- 2.1.38. “**Services**” means such facilities, utilities, services and amenities as may be provided on the Estate, including (but not limited to) electricity, road services, stormwater, water, sewage and waste removal;
- 2.1.39. “**Site Development Plan**” means a plan indicating various land use portions annexed to this agreement marked Annexure “C”;
- 2.1.40. “**Special Resolution**” is a resolution which shall be adopted if Members present at a quorate meeting, holding more than 75% (seventy five percent) of the voting rights, vote in favour of its adoption;
- 2.1.41. “**Sub-scheme**” means the Sectional Title Scheme and/or the Freehold Property Schemes;
- 2.1.42. “**SPLUMA**” means the Spatial Planning and Land Use Management Act, No.16 of 2013;
- 2.1.43. “**Unit**” means a unit, as defined in the Act, in the Sectional Title Scheme;
- 2.1.44. “**in writing**” means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form; and
- 2.1.45. “**year**” means a calendar year.
- 2.2. Unless the context otherwise requires, any words importing the singular number only shall include the plural number, and vice versa and words importing any one gender only shall include the other gender.
- 2.3. Reference to the Constitution means this Constitution and all annexures thereto.
- 2.4. The terms defined in this Constitution shall bear the same meanings in the annexures.
- 2.5. The head notes to the paragraphs of this Constitution are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

- 2.6. If the provisions of this Constitution are in any way inconsistent with the provisions of any law, the provisions of such law shall prevail and this Constitution shall be read in all respects subject to that law.
- 2.7. When any number of days is prescribed in this Constitution, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

3. **CREATION OF ASSOCIATION**

The Association is hereby created with effect from the date on which the Body Corporate is established or the date on which the First Transfer of the first Residential Erf from the Developer to a purchaser is registered in the Deeds Office, whichever occurs first in time.

4. **STATUS OF THE ASSOCIATION**

- 4.1. The Association will:
- 4.1.1. be a juristic person with perpetual succession and be capable of suing and being sued in its own name; and
 - 4.1.2. operate for the benefit and in accordance with the collective mutual interests of the Members.
- 4.2. No Member shall have any right, title or interest in or to the funds or assets of the Association in his personal capacity, all of which shall vest in the Association.

5. **MAIN OBJECT**

The main objects of the Association are the matters referred to in Section 62(1)(a) of CCT MPB and more specifically:

- 5.1. to act as an owners' association established in terms of Section 61 of CCT MPB for the Development, and in particular to procure that the matters referred to in section 62(1)(a) of CCT MPB be adhered to and complied with;
- 5.2. to control the design and construction of any alterations to all buildings, and/or structures erected or to be erected on the subdivided portions of the Land in accordance with the Design Manuals, the EMPs, the conditions of approval of sub-division of the Land, the Site Development Plan, any applicable landscape plan and any other plan, manual, guidelines, policy, contract and the like of any authority and to which the development of the Land may be subject or which may hereafter be imposed, and the requirements of the Council or other authority;

- 5.3. to comply with, and to ensure compliance by Members with, the conditions imposed by the Council pursuant to the Council's approval for subdivision of the Land, including but not limited to the monitoring and enforcement of compliance by Registered Owners, and by the Association itself, with the EMPs for the ongoing management of the Estate;
- 5.4. to control, manage and maintain the structures, Services, Facilities and amenities situated on the Common Areas;
- 5.5. to promote, advance and protect the communal and group interests of the Members generally;
- 5.6. to take transfer of the Facilities, situated on erven 180382, 180388, 180389 and 180390 Cape Town as depicted on Annexure "B", if deemed desirable by the Developer;
- 5.7. to take transfer of the Common Areas at nominal value, excluding those areas constituting Common Property;
- 5.8. to implement and maintain security measures and systems for controlled access to the Estate;
- 5.9. to enter into service agreements with the Council or any other authority or supplier of Services;
- 5.10. at the first general meeting, by written resolution, to accept the cession of any rights and delegation of any duties to the Association under any other agreement(s) entered into by the Developer for the benefit of the Association prior to the creation of the Association;
- 5.11. to prescribe measures for the landscaping and development of the Estate, and for the architectural design and building of improvements on the Estate so as to ensure a harmonious and aesthetic development of the Estate, and to prescribe measures for the maintenance of such standards of development;
- 5.12. to register, where necessary, various service or other servitudes over Common Areas in favour of the local authority/Public Works Department and/or similar developments or neighbouring properties located in close proximity to the Estate and to register servitudes in favour of the erven in the Estate over other land owned by the Association as are from time to time required and to register servitudes in favour of the Estate over the sectional title scheme to protect common services and the rights of all Registered Owners to the Facilities. All overland stormwater escape routes are to be maintained and kept free of all obstruction and protected by servitudes where they traverse private property;

- 5.13. to acquire and hold servitudes in the Association's favour for access to the Estate and also for the supply of services, including communication, surveillance and water to the Estate;
- 5.14. to formulate, enforce, modify, amend, add and delete the Estate Rules;
- 5.15. to appoint an Estate Manager to manage the affairs of the Association after the completion of the Development Period, or such earlier date as the Developer may determine in its sole discretion, as contemplated in clause 32 below;
- 5.16. to include in the Title Deeds of the Common Areas as may be applicable, that all such Common Areas shall not be sold, alienated, otherwise disposed of or transferred to any other party, nor mortgaged other than is permitted in terms of this Constitution;
- 5.17. to accredit architects and builders to be utilised by Registered Owners in respect of any design and construction work to be conducted within the Estate from time to time, in accordance with such criteria as the Association may stipulate from time to time in terms of clause 9.6.4 below;
- 5.18. to accredit estate agents appointed by Registered Owners in respect of the resale of their Units and/or Residential Erven, in accordance with such criteria as the Association may stipulate from time to time in terms of clause 9.6.4 below;
- 5.19. to enter into agreements with the relevant authorities (for example, the Public Works Department) and/or other developments located in close proximity to the Estate or with the owners of neighbouring properties with regard to the sharing of Facilities or services of any nature whatsoever, including but not being limited to security, landscaping, gardening, agricultural services, water, sewerage, electricity, roads, whether or not for the purposes of sharing the cost thereof in terms of clause 9.6.4 below;
- 5.20. to perform garden maintenance in respect of the Common Areas' gardens situated in the Estate;
- 5.21. to accredit service providers or contractors in respect of services to be rendered to members of the Association in terms of clause 9.6.4 below;
- 5.22. to grant or refuse a Registered Owner consent to transfer his Unit or Residential Erf, depending as to whether or not there has been compliance with this Constitution, the Estate Rules, or such other rules and / or determinations made by the Association;
- 5.23. to include in the Title Deeds of Units and Residential Erven that transfer of such Units and Residential Erven shall be subject to the Association granting its written consent in respect of such transfer;

- 5.24. to ensure the ongoing maintenance of the landscaped gardens in respect of the Common Areas;
- 5.25. to bind Members to contribute by way of subscriptions and levies towards the funds of the Association and to enforce payment of and to collect and receive from Members such subscriptions and levies (including, if necessary, to institute legal action to do so); and
- 5.26. to enforce compliance with its Constitution in such manner as it may deem fit and in particular by means of a system of fines or such other penalties as it may see fit to prescribe.

6. FINANCIAL YEAR END

The financial year-end of the Association is the end of February of each year.

7. APPOINTMENT, REMOVAL AND ROTATION OF THE MEMBERS OF THE EXCO

- 7.1. The Developer shall appoint the first members of the Exco.
- 7.2. The Developer shall be entitled to appoint 1 (one) member of the Exco from time to time during the Development Period.
- 7.3. Save as set forth in clause 7.7 below, each Exco Member shall continue to hold office until the Annual General Meeting next following his appointment or election, at which meeting each Exco Member shall be deemed to have resigned from office as such, and shall be eligible for re-election to the Exco at such meeting, subject however to the Developer's rights as set out in clause 7.2.
- 7.4. The Exco shall consist of not fewer than 3 (three) and not more than 10 (ten) Exco Members from time to time, of which Exco Members, 1 (one) shall be a representative of the Body Corporate.
- 7.5. An Exco Member need not be a Registered Owner.
- 7.6. Subject to the provisions of clause 21, the Exco Members shall be elected by means of an ordinary resolution conducted by secret ballot or show of hands (if the meeting so determines, and failing which, as determined by the Chairperson from time to time) of those Members who attend the general meeting of the Association (whether in person, or by a duly authorised representative), and successive Exco Members shall be elected likewise at each successive Annual General Meeting of the Association, provided that no person shall be eligible for election unless he shall have been duly nominated in writing by another Member and such written nomination, duly endorsed by the nominee, shall have been handed to the Chairperson not later than the day preceding the meeting and provided further that, where

such a Nominee is a Member or the duly authorised representative of a Member, such Member's levies for the current year shall have been duly paid and such nominee (or the represented Member) is not in breach of any of the Estate Rules or any provision of this Constitution.

- 7.7. An Exco Member shall be deemed to have vacated his office as such upon:
- 7.7.1. his estate being sequestrated, whether provisionally or finally, or his surrendering his estate;
 - 7.7.2. his making any arrangement or compromise with his creditors;
 - 7.7.3. his conviction for any offence involving dishonesty;
 - 7.7.4. his becoming of unsound mind or being found mentally ill;
 - 7.7.5. every Annual General Meeting, but shall be eligible for re-election;
 - 7.7.6. him absenting himself from 3 (three) consecutive meetings of the Exco without leave of absence;
 - 7.7.7. his resignation from such office in writing delivered to the Chairperson of the Association;
 - 7.7.8. his death;
 - 7.7.9. his being removed from office by an ordinary resolution of the Members;
 - 7.7.10. in the event of him being disentitled to exercise a vote as a Registered Owner (or if he is the representative of the Registered Owner, such Registered Owner becoming disentitled to exercise a vote); or
 - 7.7.11. his alienating his Unit and/or Residential Erf in the event that he was a Registered Owner (or if he is the representative of the Registered Owner, such Registered Owner so alienating its Unit and/or Residential Erf).
- 7.8. Any act performed in the capacity of an Exco Member in good faith, by a person who ceases to be an Exco Member, shall be valid until the fact that he is no longer an Exco Member has been recorded in the Minute Book of the Exco.
- 7.9. Where an Exco Member vacates his office, during any financial year, for any reason whatsoever, then such a vacancy on the Exco may be filled by co-option at the instance of a simple majority of the Exco, for the remainder of the financial year, and until the next Annual General Meeting of the Association. In the event that more than 3 (three) Exco Members

vacate their office, during the course of any financial year, for any reason whatsoever, then the remaining Exco Members shall summon a general meeting for the purpose of appointing new members of the Exco.

7.10. Where the number of Exco Members falls below the minimum required level as set out in clause 7.4, the remaining Exco Members may act only:

7.10.1. to increase the number of Exco Members to the required minimum set out in clause 7.4 by appointing casual vacancies as envisaged in clause 7.9; or

7.10.2. to summon a general meeting for the purpose of appointing new Exco Members, provided that if there is no Exco Member, any Member may call a meeting for such purpose.

8. OFFICE OF EXCO MEMBERS

8.1. Subject to clause 8.2, the Exco Members shall appoint from amongst themselves, a Chairperson and Vice-Chairperson.

8.2. The Chairperson shall, until the Developer has sold 100% of the Units and/or Residential Erven available for purchase in the Estate, be the Exco Member appointed by the Developer in terms of clause 7.2.

8.3. Subject to clause 8.2, the Chairperson and Vice-Chairperson shall hold their respective offices until the First Annual General Meeting following the date of their appointment, provided that any such office shall *ipso facto* be vacated by the Exco Member holding such office upon his ceasing to be a member of the Exco for any reason.

8.4. Subject to the rights of the Developer as set out in clause 8.2 above, within seven (7) days of the holding of such Annual General Meeting, the Exco shall meet and shall elect, by means of an ordinary resolution, from its own number the Chairperson and Vice-Chairperson, who shall hold their respective offices until the Annual General Meeting held next after their said appointment, provided that the office of the Chairperson or Vice-Chairperson shall *ipso facto* be vacated by the Exco Member holding such office upon his ceasing to be an Exco Member for any reason. No one Exco Member shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in any of the aforesaid offices at any time, the Exco shall immediately meet to appoint one of their number as a replacement in such office, subject however to the rights of the Developer as set out in clause 8.2 above.

8.5. Save as otherwise provided in this Constitution, the Chairperson shall preside at all meetings of the Exco, and all general meetings of Members, and shall perform all duties

incidental to the office of Chairperson and such other duties as may be prescribed by the Exco or Members, and shall allow or refuse to permit invitees to speak at any such meetings, provided however, that any such invitees shall not be entitled to vote at any such meetings.

- 8.6. The Vice-Chairperson shall assume the powers and duties of the Chairperson in the absence of the Chairperson, or his inability or refusal to act as Chairperson, and shall perform such other duties as may from time to time be assigned to him by the Chairperson or the Exco.
- 8.7. Exco Members shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Exco Members and/or Chairperson, and/or Vice-Chairperson, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.

9. **FUNCTIONS AND POWERS OF THE EXCO**

- 9.1. Subject to the express provisions of this Constitution, including but not limited to clause 32, the Exco 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 and, save as may be expressly provided in this Constitution, may exercise all such powers of the Association, and as are not in terms of this Constitution required to be exercised or done by the Association in general meeting. Notwithstanding the foregoing, the Association in general meeting may, from time to time, prescribe certain regulations concerning the powers conferred upon the Exco, provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Exco which would have been valid if such regulation had not been made.
- 9.2. The Exco shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.
- 9.3. Subject to the provisions of clause 7.4, the Exco shall have the right to co-opt onto the Exco any Member or Members chosen by it. A co-opted Exco Member shall enjoy all the rights and be subject to all the obligations of the Exco Members.
- 9.4. The Exco may, should it so decide, investigate any suspected or alleged breach by any Member or Exco Member of this Constitution, in such reasonable manner as it shall decide from time to time.
- 9.5. The Exco may make regulations and by-laws, not inconsistent with this Constitution, or any regulations or by-laws prescribed by the Association in general meeting:

- 9.5.1. as to disputes generally;
- 9.5.2. for the furtherance and promotion of any of the objects of the Association;
- 9.5.3. for the better management of the affairs of the Association;
- 9.5.4. for the advancement of the interests of Members;
- 9.5.5. for the conduct of Exco meetings and general meetings; and
- 9.5.6. to assist it in administering and governing the Association's activities generally;

and shall be entitled to cancel, vary or modify any of the same from time to time.

9.6. The Exco Members shall further:

- 9.6.1. have the power to require that any construction of any sort on the Estate shall be supervised to ensure that the provisions of this Constitution and the Estate Rules are complied with and that all such construction is performed in a proper and workmanlike manner;
- 9.6.2. subject to the Architect and the Council's approval of same, issue the Design Manuals, and ensure that such Design Manuals are complied with at all times;
- 9.6.3. have the power to issue a landscape master plan, an EMP and contracts or instructions in respect of the Estate, as approved by the Architect, and to ensure that these documents and instructions are complied with at all times;
- 9.6.4. have the power to determine the criteria for the accreditation of architects, builders, estate agents and other service providers or contractors employed by Registered Owners or the Association, provided that any such criteria shall not apply to any service providers, contractors or the architect appointed by the Developer for the Development Period; and
- 9.6.5. have the power to enter into agreements with other developments located in close proximity to the Estate with regard to the sharing of facilities or services, or with a view of sharing the cost of services, including but not being limited to security, landscaping, gardening and agricultural services.

9.7. The Exco Members shall have the right to appoint committees by means of an ordinary resolution, consisting of such number of their members and such outsiders, including an Estate Manager as they deem fit and to delegate to such committees such of their functions,

powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the Exco Members may from time to time deem necessary.

- 9.8. The Exco Members may appoint an architectural review committee by means of an ordinary resolution to exercise the powers set out above in clause 9.6. Members of the architectural review committee shall not be required to be Members of the Association.
- 9.9. Except for any buildings, out-buildings, structures, additions or alterations to be erected or effected by the Developer on the Common Areas, all plans for buildings, out-buildings, structures, additions and alterations shall be approved by the Architect and a simple majority of the Exco Members or architectural review committee (if so appointed), or any person designated by them for the purpose, prior to such plans being submitted to the Council for approval in terms of the Council's plan approval processes in place from time to time.

10. **ESTATE RULES**

- 10.1. The initial Estate Rules were adopted by the Developer, and are annexed hereto marked Annexure "E". The Exco Members shall have the power to make, amend and/or enforce Estate Rules which rules are subject to change at the discretion of the Exco Members only and may contain provisions governing *inter alia*:
- 10.1.1. the relationship between the Members and the Association, Exco Members and the Members and the Exco Members and the Association;
 - 10.1.2. the use, maintenance, renovations, installations and repairs of the Common Areas of the Estate, subject at all times to the zoning of the land comprising the Estate, the approval of the Architect and the regulations imposed by the Council in approving the Development;
 - 10.1.3. the harmonisation of the aesthetic upmarket appearance of the Estate, including the maintenance of the gardens in the Common Areas;
 - 10.1.4. the authorisation of permitted persons on the Estate;
 - 10.1.5. the permissibility of activities on the Estate, subject at all times to the zoning of the land comprising the Estate and the regulations imposed by the Council in approving the Development; and
 - 10.1.6. the establishment and management of sporting and social clubs for the benefit of the Members.
- 10.2. For the enforcement of any of the Estate Rules made by the Exco Members in terms of clause 10.1 above, the Exco Members may:

- 10.2.1. take or cause to be taken such steps as they may consider necessary to remedy any breach of the said Estate Rules of which a Member may be guilty, and debit the costs of so doing to the Member concerned, which costs shall be deemed to be a debt due and payable by the Member concerned to the Association; and/or
 - 10.2.2. impose a system of fines or penalties which the Exco considers appropriate in its sole discretion against Members who are in default of any of their obligations in terms of this Constitution, including the terms of payment of such penalties; and/or
 - 10.2.3. take such other action including legal proceedings as they may deem fit and, to this end, employ such legal representatives as they deem necessary.
- 10.3. In the event of any breach of the aforesaid Estate Rules by members of a Member's household or by his guests or lessees, such breach shall be deemed to have been committed by such Member himself but, without prejudice to the foregoing, the Exco Members may take or cause to be taken such steps against the personal actually committing the breach as they in their discretion may deem fit.
- 10.4. In the event of any Member disputing the fact that he has committed a breach of any of the said Estate Rules, a committee of three Exco Members appointed by the Chairperson shall adjudicate upon the issue at such time, in such manner and according to such procedure as the Chairperson may direct, subject always to the observance of the precepts of natural justice.
- 10.5. Any fine imposed upon any Member in terms of clause 10.2.2 above shall be deemed to be a debt due and payable by the Member to the Association, recoverable by ordinary civil process.
- 10.6. In the event of any Member being in persistent or flagrant breach of any of the provisions of this Constitution or any of the aforesaid Estate Rules, or being in breach thereof and failing to remedy such breach, the Exco Members may prohibit the Member from using the Facilities and/or discontinue any non-essential service provided to such Member and/or to the Member's Unit or Residential Erf for such period as the Exco Members may deem fit, provided that the Exco Members shall have given to the Member concerned not less than 7 (seven) days prior written notice of their intention to do so.
- 10.7. The Estate Manager or such other person as may be empowered by the Exco Members shall ensure compliance with the aforesaid Estate Rules by the Members, their guests, their

lessees and all other persons within the Estate and to this end issue such notices, impose and collect such fines and do such things as may be necessary in this regard.

- 10.8. Every Member hereby undertakes to the Association that he shall comply (and shall ensure that his guests comply) with any Estate Rules made in terms of this clause 10.

11. PROCEEDINGS OF THE EXCO

- 11.1. The Exco may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to any provisions of this Constitution.
- 11.2. Meetings of the Exco shall be held at least once every quarter, provided that if all the Exco Members shall, in writing, have waived the above requirement in respect of a particular quarter, then no meeting of the Exco needs be held for that quarter.
- 11.3. Any Exco Member may convene a meeting at any time, by providing notice to the other Exco Members, and to the Estate Manager who shall be entitled to attend the meeting, but not vote thereat.
- 11.4. The quorum necessary for the holding of any meeting of the Exco shall be 50% (fifty percent) of the Exco Members holding office at any time, and in the event that there are less than 3 (three) Exco Members, then those Exco Members still holding office shall only be entitled to call a general meeting of Registered Owners, with a view to calling for nominees and appointing additional Exco Members.
- 11.5. The Chairperson shall preside as such at all meetings of the Exco, provided that should at any meeting of the Exco, the Chairperson not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Vice-Chairperson shall act as Chairperson at such meeting, provided further that should the Vice-Chairperson also not be present within 15 (fifteen) minutes of the time appointed for the holding of such meeting, those present of the Exco Members shall vote to appoint a Chairperson for the meeting by means of an ordinary resolution, and that Chairperson so appointed shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.
- 11.6. An Exco Member shall take minutes of every Exco meeting, although not necessarily verbatim, which minutes shall be reduced to writing, without undue delay, after the meeting will have closed and shall then be certified correct by the Chairperson of the meeting. All minutes of Exco meetings, after such certification, shall be placed in an Exco minute book to be kept for a period of at least 7 (seven) years. The Exco minute book shall be open for inspection at all reasonable times by an Exco Member, the Auditors, the Members and local authority.

- 11.7. All competent resolutions recorded in the minutes of any Exco meeting 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 Exco shall be of any force or effect, or shall be binding upon the Members or any of the Exco Members unless such resolution is competent within the powers of the Exco.
- 11.8. Save as otherwise provided in these presents, the proceedings at any Exco meeting shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.
- 11.9. A resolution signed by such number of Exco Members as is required to form a quorum, shall be valid in all respects as if it had been duly passed at a meeting of the Exco duly convened. The resolution may consist of several documents, each signed by one or more Exco Members.
- 11.10. Resolutions put to the vote at meetings of the Exco shall be carried by a simple majority.
- 11.11. In the case of an equality of votes, the Chairperson of the Exco shall have a casting vote.
- 11.12. All acts done by the Exco Members or by any committee of the Exco shall, notwithstanding that it be discovered that there was some defect in the appointment of that Exco Member or any of them, be as valid as if every person had been duly appointed and was qualified.

12. **MEMBERSHIP**

- 12.1. Subject to the provisions of clause 12.2, the Members of the Association shall be the Registered Owners.
- 12.2. For the duration of the Development Period or for so long as the Developer owns the Land, any portion thereof or the remainder thereof from time to time, the Developer shall be a Member of the Association.
- 12.3. Upon termination of the Development Period, membership of the Association shall be limited to and compulsory for the Registered Owners, provided that where any such Registered Owner is more than one person, all such persons shall be deemed jointly and severally to be one Member.
- 12.4. Membership in terms of clause 12.1 shall commence simultaneously with the transfer of a Residential Erf into the name of the Registered Owner and the establishment of the Body Corporate.
- 12.5. When a Member ceases to be the Registered Owner he/she/it shall *ipso facto* cease to be a Member of the Association.

- 12.6. A Registered Owner may not resign as a Member of the Association.
- 12.7. The Exco may, by regulation, provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the Exco.
- 12.8. The rights and obligations of a Member shall not be transferable and every Member shall:
- 12.8.1. to the best of his/her/its ability further, and ensure the furtherance of (where applicable), the objects and interests of the Association referred to in clause 5 above; and
 - 12.8.2. observe, and ensure the observance of (where applicable), all by-laws and regulations made by the Association and/or the Exco, from time to time.
- 12.9. No Member shall let or otherwise part with the occupation of his/her Residential Erf and/or Unit, as the case may be, without a written undertaking of the proposed occupier that the proposed occupier will be bound by the provisions of this Constitution.
- 12.10. No Member shall let his/her Residential Erf and/or Unit, for a period of less than 6 (six) months, without the prior written consent of the Exco, which may impose any condition to such consent in its discretion, including requiring that the written agreement with the proposed occupier provides that the proposed occupier will be bound by the provisions of this Constitution.
- 12.11. A Registered Owner shall be liable and accountable for the acts or omissions of all persons occupying his/her Residential Erf and/or Unit, as the case may be, whether lawfully or unlawfully, including but not limited to lessees, guests, employees, invitees, contractors and agents. The Body Corporate shall, in terms of its management and conduct rules, hold the Registered Owners of Units liable and accountable for the acts and omissions of all persons occupying Units, whether lawfully or unlawfully, including but not limited to lessees, guests, employees, invitees, contractors and agents.
- 12.12. Save in those instances where the Developer passes First Transfer to a Registered Owner, in all other instances where a Registered Owner wishes to alienate or transfer his Unit or Residential Erf or in the event that the said Unit or Residential Erf is owned by a company, close corporation or trust, should the shareholder/s or member/s or trustee/s or beneficiaries wish to alienate all their shares or membership or beneficial interest in such entity he shall not be entitled to do so unless he complies with the requirements of clause 33.
- 12.13. The registration of transfer of that Residential Erf and/or Unit into the name of the transferee shall *ipso facto* constitute a transferee as a Member of the Association.

12.14. For the avoidance of doubt it is recorded that the Association shall not furnish consent to any sale envisaged in clause 12.12 during the Development Period, without the Developer's prior written consent, which consent will not be unreasonably withheld or delayed.

12.15. Any Member which is in arrears with respect to any amount payable to the Association or any related committee, shall not be entitled to the rights and powers provided to him/her/it in terms of this Constitution.

13. **CESSATION OF MEMBERSHIP**

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

14. **CO-OWNERSHIP**

14.1. No time-sharing agreement may be entered into between any such co-owners in terms of which they are entitled to occupy such Unit or Residential Erf at predetermined times.

14.2. No juristic person may be so structured or utilised as to permit its members or shareholders to occupy at pre-determined times any Unit or Residential Erf owned by it.

15. **GENERAL MEETINGS OF THE ASSOCIATION**

15.1. The Association shall hold a general meeting as its Annual General Meeting, in addition to any other general meetings during that year, as soon as possible after the end of each financial year, it being the intention that each Annual General Meeting shall take place not later than 6 (six) months after each financial year.

15.2. Notwithstanding the foregoing, the Developer shall call the first Annual General Meeting of the Association within 60 (sixty) days of the transfer of 60% (sixty percent) of the Units and Residential Erven or within 2 (two) years of the transfer of the first Unit or Residential Erf, whichever is earlier, in accordance with the provision of Section 61(6) of CCT MPB. The Association shall specify the meeting as such in the notices, in terms of clause 16.1 below.

15.3. Within 60 (sixty) days of the first Annual General Meeting, as provided for in clause 15.2 above, the Developer shall notify the Council that the meeting has taken place and shall provide the Council with a copy of the minutes thereof.

15.4. Any meetings of the Association shall be held at such time and place, subject to the foregoing provisions, as the Exco shall decide from time to time. For the avoidance of

doubt, any meetings of the Association may be held via electronic communication, or any other method, if such method:

- 15.4.1. is accessible to all members and other persons entitled to attend the meeting;
 - 15.4.2. permits all persons participating in the meeting to communicate with each other during the meeting; and
 - 15.4.3. permits the Chairperson to confirm, with reasonable certainty, the identity of the participants.
- 15.5. The Exco, may, whenever they think fit, convene a general meeting.
- 15.6. Where the Members who hold at least 51% (fifty-one percent) of the total number of votes resolve to call a general meeting, the Exco shall be obliged to call such meeting.

16. NOTICE OF MEETINGS

- 16.1. An Annual General Meeting and a general meeting called for the passing of a Special Resolution, shall be called by twenty one (21) days' notice in writing, and a general meeting, other than one called for the passing of a Special Resolution, shall be called by fourteen (14) days' notice in writing.
- 16.2. Any notice in respect of an Annual General Meeting or a general meeting shall, in each case, be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting and the general nature of the business of the general meeting, and in the case of a Special Resolution, the terms and effect of the resolution and the reasons for it.
- 16.3. Notices shall be provided to all Members, the Auditors, and to the Estate Manager.
- 16.4. A general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in these presents, be deemed to have been duly called if it is so agreed:
- 16.4.1. in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat (as well as the Developer for the duration of the Development Period); and
 - 16.4.2. in the case of a general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 75% (seventy five percent) of the total number of votes (as provided for in clause 21.1 below) of all Members (and by the Developer for the duration of the Development Period).

- 16.5. The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents, or the non-receipt of any such notice, notification or document by any Member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.
- 16.6. A notice shall be in writing and shall be given or served by the Association upon any Member, either personally by post in a prepaid registered letter or via electronic mail, properly addressed to the Member, subject to the provisions of clause 16.7 below, at the address of the Unit or Residential Erf owned by him or at the electronic mail address nominated by the Member from time to time.
- 16.7. No Member shall be entitled to have a notice served on him/her/it at any address not within the Republic of South Africa, but any Member may require the Association, by notice, to record an address (including an electronic mail address) within the Republic of South Africa which shall be deemed to be his/her/its address for the purpose of the service of notices.
- 16.8. Any notice given by post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by post, shall be sufficient to prove that the letter containing the notice was properly addressed and posted. Any notice given by electronic mail shall be deemed to have been delivered on the 1st (first) business day after the date of transmission.
- 16.9. Where a notice is to be given to a Member, which comprises more than one person, then any notice provided to the person mentioned first in the register of members shall be validly delivered.
- 16.10. In the event of the death, legal disability, or insolvency (which shall include the liquidation or placing under business rescue of a company or other body corporate) of a Member, the Association shall be entitled to give any notice required by this Constitution in any manner in which the same may have been given if the death, legal disability, or insolvency had not occurred. Notwithstanding the foregoing, as soon as proof of the appointment of any representative of such Member has been given to the Association, such notices shall thereafter be given by the Association to any such representative addressed to such person by name and at the address provided, and failing the provision of such address, at the address of the Residential Erf of the Member concerned and/or to the duly appointed managing agent of the Body Corporate and, in the event that there is no managing agent, to the address of the Unit of any one of the trustees of the Body Corporate.

17. **QUORUM**

- 17.1. No business shall be transacted at any general meeting unless a quorum is present at the beginning of the meeting.
- 17.2. The quorum necessary for the holding of any general meeting shall be those Members entitled to vote, and representing 35% (thirty five percent) of the total number of votes of all Members of the Association entitled to vote, for the time being, save that not less than 5 (five) Members must be personally present or present by proxy, and provided further that, for the duration of the Development Period, the Developer is present in person or by proxy.
- 17.3. If within ½ (half) an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as the Chairperson of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum, provided that there are at least 2 (two) Members present and provided that, for the duration of the Development Period, the Developer is present in person or by proxy. If at such subsequent meeting there are not 2 (two) Members present, any one member can refer the matter for resolution in terms of clause 39 below.

18. **AGENDA AT MEETINGS**

In addition to any other matters required by this Constitution to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 18.1. the confirmation of the minutes of the preceding Annual General Meeting and of any extraordinary general meetings held subsequently;
- 18.2. the consideration of the Chairperson's report to the Exco;
- 18.3. the election of the Exco, the Auditors, and any other office bearers;
- 18.4. the consideration of any matters raised at the meeting, including any resolution proposed for adoption by the meeting and the voting upon any such resolution;
- 18.5. the consideration of the balance sheet and income statement of the Association for the last financial year of the Association preceding the date of such meeting;
- 18.6. the consideration and approval of the report of the Auditors;

- 18.7. the consideration and fixing of the remuneration of the Auditors for the financial year of the Association preceding the Annual General Meeting;
- 18.8. the consideration and approval of the budget, and the total levy, for the calendar year following such Annual General Meeting, the total levy being the sum of all the levies to be collected from Members in terms of clause 24; and
- 18.9. any other matters as may be required to be dealt with by the Members or the members of the Exco.

19. **PROCEDURE AT GENERAL MEETINGS**

- 19.1. The Chairperson shall preside as such at all general meetings, provided that should he/she not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Vice-Chairperson, shall act as Chairperson at such meeting, provided further that should the Vice-Chairperson also not be present within 15 (fifteen) minutes of the time appointed for the holding of such meeting, then the Members present at such meeting entitled to vote, shall vote to appoint a Chairperson for the meeting, by means of an ordinary resolution, who shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.
- 19.2. The Chairperson may, with the consent of any general 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 which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.
- 19.3. Except as otherwise set forth in these presents, all general meetings shall be conducted in accordance with the relevant provisions of the Companies Act, Act No. 71 of 2008.

20. **PROXIES**

- 20.1. A Member may be represented at a general meeting by a proxy, who need not be a Member of the Association. The Proxy shall be entitled to vote at a general meeting on behalf of that Member.
- 20.2. The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorised agent in writing, provided that where a Member is more than 1 (one) person, any 1 (one) of those persons may sign the instrument appointing a proxy on such Member's

behalf, and where a Member is a juristic person, the same may be signed by the Chairperson of the Board of Directors of the Company or by its secretary, and where the Member is the Body Corporate, by any trustee thereof.

- 20.3. The said proxy shall be deposited to the Association secretary at least 24 (twenty four) hours prior to the time appointed for the commencement of the meeting.
- 20.4. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months calculated from the date of its execution.
- 20.5. The instrument appointing a proxy shall be in the form of proxy provided in Annexure "D" or as near thereto as circumstances permit:
- 20.6. A proxy shall be valid for any adjournment of the general meeting to which it relates unless otherwise indicated on the proxy.

21. **VOTING**

- 21.1. At every general meeting, the following provisions shall apply in regard to voting:
 - 21.1.1. the Developer shall, during the Development Period, have 2 (two) votes for each Unit or Residential Erf as reflected on the relevant plans, not as yet transferred by the Developer to a purchaser or any other party and regardless of whether or not the Body Corporate has been established or not. A representative of the Developer shall in person or by proxy be entitled to pass such votes;
 - 21.1.2. every Registered Owner of a Residential Erf in person or by proxy and entitled to vote shall have 2 (two) votes in respect of each Residential Erf registered in his name, provided that if a Residential Erf is registered in more than one person's name, then they shall jointly exercise such votes; and
 - 21.1.3. every Registered Owner of a Unit in person or by proxy and entitled to vote shall have 1 (one) vote in respect of each Unit registered in his name, provided that if a Unit is registered in more than one person's name, then they shall jointly exercise such votes.
- 21.2. Save as expressly provided for in these presents, 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 or to vote on any question, either personally or by proxy, at any general meeting.

- 21.3. Where a Member is a juristic person, such Member shall be represented by such representative as the Member may determine, provided that the Chairperson may disallow the vote of such representative unless he is able to produce proof to the satisfaction of the Chairperson as to his right to represent the Member.
- 21.4. Where a Member comprises more than one person, such Member shall be represented by such representative as the Member may determine, provided that:
- 21.4.1. the Chairperson may disallow the vote of such representative unless he/she is able to produce proof to the satisfaction of the Chairperson as to his right to represent the Member;
- 21.4.2. if such persons cannot so decide unanimously, then the person whose name stands first in the register of members shall be entitled to cast the vote; and
- 21.4.3. the vote(s) cast to the satisfaction of the Chairperson shall be final and binding upon all persons constituting the relevant Member, irrespective of any error or absence of authority.
- 21.5. At any general meeting, unless a secret ballot is requested, a resolution put to the vote of the meeting shall be decided on a show of hands.
- 21.6. Voting on the election of a Chairperson of a general meeting (if necessary), or on any question of adjournment, shall be decided on a show of hands by a majority of the Members present in person or by proxy, subject however to the Developer's rights in clauses 8.2 and 21.8
- 21.7. Every resolution and every amendment of a resolution proposed for adoption by a general meeting and not included on the agenda sent with the notice for the meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.
- 21.8. For the duration of the Development Period, the Developer shall have the right to veto any resolution if the impact of such resolution, in the opinion of the Developer, should such resolution be carried into effect, would affect the image of the Development, alter the aesthetic nature of the improvements on the Land or be prejudicial to the ongoing marketing of the Development and/or to sales of Units or Residential Erven and/or to the successful completion of the Development.
- 21.9. An abstention shall not be counted as a vote for or against the resolution in question.
- 21.10. In the case of an equality of votes, the Chairperson of the general meeting shall be entitled to a casting vote in addition to its deliberative vote.

21.11. Unless any Member present, in person or by proxy, at a general meeting, shall before closure of the meeting have objected to any declaration made by the Chairperson of the meeting as to the result of any voting at the meeting, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairperson shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the Chairperson of the meeting as to the result of any voting at the meeting.

22. OTHER PROFESSIONAL OFFICERS

Save as specifically provided otherwise in this Constitution, the Exco shall at all times have the rights to engage on behalf of the Association, the services of accountants, auditors, attorneys, advocates, property managers, the Architect, engineers, any other professional person or firm and/or any other employee/s whatsoever, for any reasons thought necessary by the Exco and on such terms as the Exco shall decide.

23. OCCUPATION OF UNITS OR RESIDENTIAL ERVEN

No Member shall be entitled to take occupation or allow any other person to take occupation of the Unit or Residential Erf until such time as the construction and/or renovations of such Unit or Residential Erf have been fully completed and the architect appointed by the Developer has issued a Certificate of Completion in respect of the Unit or Residential Erf. In the event that a Member should take occupation or allow occupation to be taken of his Unit or Residential Erf, or part thereof, without first obtaining a Certificate of Completion from the Developer, then and in such event the Association shall be entitled, without prejudice to any other rights that it may have, to have the Member and/or all persons occupying the dwelling or part thereof, evicted therefrom or to refuse the Member and/or all persons occupying the Unit or Residential Erf, or part thereof, access to the Estate. Notwithstanding the foregoing, no Member shall be entitled to take occupation or allow any other person to take occupation of his Unit or Residential Erf, or part thereof, until such time as the Council has issued a certificate of completion in terms of the prevailing statutes and regulations.

24. LEVIES

24.1. The Members shall be jointly liable for expenditure incurred by the Association in direct proportion to the notional participation quota schedule annexed hereto as Annexure "F".

24.2. Notwithstanding the above, expenditure incurred in respect of the Manor House shall be borne by the Body Corporate.

- 24.3. Accordingly, the Association shall be entitled to recover all expenditure incurred by the Association from the Members.
- 24.4. The Exco shall from time to time, determine the total amount of levies payable by the Members for the purpose of meeting all the expenses which the Association has incurred, or which the Exco reasonably anticipates the Association will incur in respect of:
- 24.4.1. facilities and services (including the Services) in connection with the Estate;
 - 24.4.2. maintenance of the Common Areas (other than those portions of the Common Property reserved within the Sectional Title Scheme for the exclusive use of the Registered Owners of the Units, such as balconies and passageways which shall be maintained by the Body Corporate) and Facilities;
 - 24.4.3. the payment of all expenses necessarily or reasonably incurred in connection with the management of the Association and its affairs; and
 - 24.4.4. any reserves which the Exco may deem necessary.
- 24.5. In calculating levies, the Exco shall take into account income and other revenues if any, earned by the Association.
- 24.6. A Member shall be liable to pay levies with effect from the date upon which the Member becomes a Registered Owner, pro-rated where applicable.
- 24.7. The Exco shall estimate the amount which shall be required by the Association to meet the expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year, and shall determine an annual levy payable by the Members equal to or as near as is reasonably practical to such estimated amount ("**the Annual Levy**"). The Exco may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. Every such levy shall be payable by equal monthly instalments due in advance on the first day of each and every succeeding month of such year and shall be paid by way of a debit order in favour of the Association or by any other method as determined by the Exco from time to time.
- 24.8. The Exco, may from time to time, determine the special levies payable by the Members in respect of all such expenses as are mentioned in clause 24.4, and such levies may be made in the sum or by such instalments and at such time or times as the Exco shall think fit.
- 24.9. The Exco shall not less than thirty (30) days prior to the end of each financial year of the Association give every Member at the address chosen by it a written notice of the monthly contribution payable by that Member to such expenses and reserve fund.

- 24.10. In the event of the Exco for any reason whatsoever failing to prepare and timeously give notice of the estimate referred to in clause 24.9 above, every Member shall until served with such estimate, continue to pay the levy previously imposed and shall after such notice pay such levy as may be specified in the notice, in the manner specified above, together with any arrear levies, which may be owing by the Member.
- 24.11. Any amount due by a Member by way of a levy shall be a debt due by him to the Association. The obligation of a Member to pay a levy shall cease upon his ceasing to be Member of the Association, without prejudice to the Association's right to recover arrear levies. No levies paid by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member. A Member's successor-in-title to a Unit or Residential Erf shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that Unit or Residential Erf, to pay the levy attributable to that Unit or Residential Erf. No Member shall transfer his Unit or Residential Erf until the Association has certified that the Member has at the date of transfer fulfilled all his financial obligations to the Association and furnished the Member with a clearance certificate.
- 24.12. Subject to clause 24.14, the total levy payable shall be borne jointly by the Members in proportion to the notional participation quota schedule annexed hereto as Annexure "F".
- 24.13. The Exco's decision in calculating the levy and imposing any annual escalation thereon shall be final and binding on all Members.
- 24.14. For so long as the Developer is the registered owner of the Land or any portion thereof or the remainder thereof, the Developer shall not be required to pay levies as contemplated in clause 24.4 above. The Developer shall, however, for the duration of the Development Period pay the difference between the actual expenses incurred by the Association (as referred to in clause 24.1 above) but excluding any provisions for a reserve fund, and the aggregate of the levies payable jointly by the Members who are Registered Owners each month from time to time (provided that such levies are reasonable), including any other income received by the Association (e.g. penalties). For the avoidance of any doubt it is recorded that in determining the aggregate of individual levies payable by Members who are Registered Owners from time to time for the purposes of this clause 24.14, the aggregate shall include all reasonable levies payable by such Members, irrespective of whether or not such levies have actually been paid by those Members. In the event that there is a dispute as to the actual costs incurred by the Association at any time, then the matter shall be referred to the Developer's auditor who, acting as an expert and not as an arbitrator, shall issue a certificate which shall be final and binding on the parties and who shall be entitled for this purpose to have access to all the records and books of account of the Association as and when required. The costs of the said auditor shall be borne by the Association.

- 24.15. No Member shall be entitled to any of the privileges of membership unless and until he/she shall have paid all levies and any other sum (if any) which shall be due and payable to the Association in respect of his membership thereof.
- 24.16. The Exco shall be empowered to impose fines in respect of non-compliance with the provisions of this Constitution and/or to charge interest on any arrear levies and to determine the rate of interest from time to time chargeable upon such arrear levies, which shall be in addition to such other rights as the Association may have in law against the Members, provided that such interest shall not exceed the rate laid down in terms of the National Credit Act, No 34 of 2005, or any statutory modification or re-enactment thereof, and provided further that nothing contained in this clause shall derogate from any other legal remedies of the Association.
- 24.17. Any amounts paid by a Member in respect of levies shall be apportioned first towards outstanding interest and costs of recovery, and thereafter towards any levies and amounts due by the Member to the Association.
- 24.18. The Association will pay a prescribed levy to the Service (as such term is defined in the CSOS Act), as required by the CSOS Act and which prescribed levy may be determined with regard to the levies charged by the Association to the Members.
25. **APPROVAL FOR CONSTRUCTION AND ALTERATIONS**
- 25.1. A Registered Owner of a Residential Erf desiring to construct any buildings or make any alterations, additions, modifications or renovations to such buildings and/or structures (“**the proposed work**”) on his Residential Erf shall submit a full set of proposed building and landscaping plans (if applicable), which indicate both construction and design details, to the Exco, or any person nominated by the Exco, and the Architect, for written approval, prior to submission of such plans to the Council. The same provisions shall apply to the Body Corporate in respect of any proposed work to be done to the Manor House.
- 25.2. The Exco and the Architect shall only give written approval for the proposed work:
- 25.2.1. after detailed plans of the proposed work as prepared by an architect registered with the South African Council for the Architectural Profession and who has been accredited by the Association, have been submitted to the Association;
- 25.2.2. if the proposed work complies with the documents and requirements set out in clause 5.2 above; and

- 25.2.3. the Member has made payment of all costs which may be incurred in obtaining this approval, including the costs of the Exco Members or their nominee(s) and any scrutiny fees as determined by the Exco from time to time.
- 25.3. No Member may:
- 25.3.1. change the colour of the exterior walls of any building in the Estate or of the exterior of any of the doors, window frames, and any appurtenances of fixtures and fittings, including door and window handles, locks, numbering, knockers and similar ornaments;
- 25.3.2. construct or remove any appurtenances upon the exterior walls or surfaces of any building, including pergolas, blinds, shutters, awnings or ornaments, save to renew what may have initially been placed there;
- 25.3.3. make any additions or extensions to any building, whether of a temporary or permanent nature; or
- 25.3.4. erect any boundary wall or electric fencing,
- without the prior written consent of the Exco and the Architect, which in all instances shall require that the Member complies with the content of the Design Manuals.
- 25.4. After obtaining the written approval of the Exco Members and the Architect for the proposed work, the Member shall submit the building and landscaping plans (if applicable) to the Council for approval, with the approval of the Exco Members and the Architect evidenced by an endorsement of the relevant plans.
- 25.5. After obtaining the approval of the Council for the proposed work, the Member shall comply with all conditions, standards and requirements imposed by the Council and the Association.
- 25.6. The Member shall have a period of 18 (eighteen) months to complete the proposed work, determined from the date on which the Member takes transfer of the Residential Erf or such longer period as may be reasonably agreed in writing between the Member and the Exco.
- 25.7. In the event that the proposed work is not completed within the time period stipulated in clause 25.6 above, or such longer period as may have been agreed between the Member and the Exco, the Exco will be entitled to impose a penalty on the Member equal to the monthly levy then payable by the Member to the Association calculated in accordance with clause 24 above (“**Penalty Levy**”). The Penalty Levy will be payable by the Member to the Association until such time as the proposed work has been completed to the satisfaction of the Exco in its sole discretion. For the avoidance of doubt, the Penalty Levy shall be payable

by the Member to the Association in addition to the levy payable by the Member as contemplated in clause 24 above.

- 25.8. The provisions of this clause 25 shall not apply to the Developer provided that the Developer shall comply with the Design Manuals and the conditions imposed by the Council when approving the development of the Land.
- 25.9. The Exco shall be entitled to determine a Building Deposit and a Builder's Management Fee payable by a Member so as to provide for the repairs of damage caused by the Member's builder as well as for the management and control of the building process, which deposit and fee shall be payable by the Member concerned in such amount and on such terms and conditions as may be determined by the Exco from time to time. The Developer shall not be obliged to pay any such Building Deposit and/or Builder's Management Fee.

26. **MAINTENANCE**

- 26.1. If, in the opinion of Exco, the Body Corporate or any Registered Owner fails to maintain the Scheme or Residential Erf or Common Area which is its responsibility in keeping with the general standard of the Estate and the Body Corporate or Registered Owner (as the case may be) 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 or Registered Owner, to undertake such necessary maintenance and the Body Corporate or Registered Owner shall, upon demand, be liable for payment of all costs so incurred.
- 26.2. The Association shall be entitled to charge interest at the Prime Rate on any amounts payable by the Body Corporate or Registered Owner in terms of Clause 26.1 above 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.

27. **FACILITIES**

The Exco have control of all Facilities within the Estate and may set down such rules as they may consider necessary for time to time for the use of any such Facilities by the Members, including the charging of such fee as they may deem necessary or desirable. The Exco may delegate to committees such powers, duties and functions as to enable the committee to co-ordinate the activities and requirements of each Facility, particularly in relation to the orderly use of the Facilities. No persons other than Members may use or enjoy such Facilities, save for such limited number of guests, personally invited and accompanied by the Member concerned.

28. INSURANCE

- 28.1. At the first meeting of the Exco or so soon thereafter as is possible, and annually thereafter, the Exco (in consultation with the Body Corporate, where applicable) shall take steps to insure all Common Areas registered in the name of the Association and all movable property situated on the Common Areas to the full replacement value thereof against such risks as the Exco may determine.
- 28.2. For the avoidance of doubt, the Registered Owners of the Residential Erven shall each be solely responsible for taking the necessary steps to insure the buildings and all moveable property situated on their Residential Erf/Erven and the Body Corporate shall be solely responsible for insuring the buildings and all moveable property situated on the Units, unless otherwise agreed in writing or provided for in the rules governing the Sectional Title Scheme.
- 28.3. The Exco shall procure that the Association shall also insure the Members and the members of the Exco to keep them insured against liability in respect of:
- 28.3.1. death, bodily injury or illness; and
 - 28.3.2. loss of, or damage to, property occurring in connection with the Common Areas or any areas over which servitudes are registered in favour of the Registered Owners (as referred to in clause 29.1), for a sum of liability of not less than R1,000,000 (one million rand), which sum may be increased from time to time.
- 28.4. The Exco will procure:
- 28.4.1. to the extent determined by the Members in general meeting and subject to the provisions of the CSOS Act, a fidelity insurance policy in terms of which the Association shall be refunded any loss of moneys belonging to the Association for which they are responsible, sustained as a result of any act of fraud or dishonesty committed by any insured person being any person in the service of the Association and all members of the Exco and persons acting in the capacity of the Estate Manager; and
 - 28.4.2. a cash policy as determined by the Members in general meeting, in terms of which policy there will be made good:
 - 28.4.2.1. loss of money in the course of business up to and including an amount equivalent to total levies due and payable in one month, or such lesser amount as the Exco from time to time may determine; and

28.4.2.2. loss of or damage to any receptacle for which the Association is responsible resulting from the theft or attempted theft of money.

28.5. The Members may by Special Resolution direct the Exco to insure against such other risks as the Members may determine.

29. **SERVITUDES**

29.1. It is recorded that a servitudinal right(s) of way in favour of the Registered Owner(s) and/or the Body Corporate and/or the Association may be registered against the title deed of the Land (or title deeds applicable once subdivision has taken place).

29.2. The Association will bear responsibility for the cost, maintenance, upkeep and repair of such servitudes, if any, and such costs shall be included in the levies payable by Members in terms of clause 24.

30. **SERVICES**

30.1. With effect from the date upon which the Association is created in terms of clause 3, the obligation to maintain and repair the Services shall pass from the Developer to the Association and/or the Body Corporate (as the case may be).

30.2. The Association shall accordingly be responsible for maintenance of the Services on the Estate, excluding those areas for which the Body Corporate shall remain responsible.

31. **CONTRACTS AND REGULATIONS**

31.1. The Exco may from time to time:

31.1.1. make regulations governing, inter alia:

31.1.1.1. the Members' rights of use, occupation and enjoyment of the Common Area;

31.1.1.2. the external appearance of and the maintenance of the Common Area and the building or other improvements erected on the Common Area;

31.1.1.3. the erection of any buildings and/or structures of any nature whatsoever, and the alteration, modification and renovation to such buildings and/or structures within each Sub-scheme, subject always to the Design Manuals (as may be applicable), the EMP's and the requirements of the Council;

- 31.1.1.4. compliance with the EMP's;
- 31.1.2. enter into agreement(s) with the local authorities governing the matters set out in clause 31.1 and any other incidental matters;
- 31.1.3. enter into agreement(s) with the Council and other parties for the provision of Services on the Estate; and
- 31.1.4. Each Member undertakes to the Association that he/she/it shall comply with:
 - 31.1.4.1. the provisions of this Constitution;
 - 31.1.4.2. any regulations made in terms of clause 31.1.1;
 - 31.1.4.3. any agreements referred to in clause 31.1.2 insofar as those agreements either directly or indirectly impose obligations on him/her/it.
- 31.2. Each Member undertakes to the Association that he/she/it shall not object to any application for land use rights, including but not limited to an application for rezoning, such as may be necessary and in order to implement the Development.

32. **ESTATE MANAGER**

- 32.1. Subject to the provisions of clause 32.4, the Exco shall be entitled to appoint an Estate Manager and any employees to manage the affairs of the Association, so as to ensure that the obligations of the Association in terms of this Constitution are properly satisfied.
- 32.2. Any fees and/or remuneration payable to the Estate Manager shall be paid by the Association and not the Developer.
- 32.3. The appointment of the Estate Manager shall be capable of termination on reasonable notice.
- 32.4. The affairs of the Association shall at all times be entrusted to a manager with appropriate executive powers, suitable qualifications and relevant experience, so as to conform to the requirements of good corporate governance.
- 32.5. Subject to this Constitution, and the terms of his appointment, the Estate Manager shall have the full power to manage and control the business and affairs of the Association, and may exercise all such powers of the Association and do all acts on behalf of the Association as may be exercised by the Association itself.

- 32.6. Any contract concluded with an Estate Manager shall include a provision which shall allow for the appointment to be revoked if:
- 32.6.1. he is in breach of any of the provisions of the contract or he is guilty of any conduct which at common law would justify the termination of a contract between master and servant; and
 - 32.6.2. where the Estate Manager is a juristic person:
 - 32.6.2.1. an order is made for its provisional or final liquidation or it is placed in business rescue, or compromises with any of its creditors; or
 - 32.6.2.2. any director or member of the Estate Manager is convicted of an offence involving an element of dishonesty or fraud;
 - 32.6.3. where the Estate Manager is a natural person:
 - 32.6.3.1. he applies for the surrender of his estate as insolvent, or his estate is sequestrated, either provisionally or finally; or
 - 32.6.3.2. he is convicted of an offence involving an element of dishonesty or fraud; or
 - 32.6.4. a Special Resolution of the Members is passed to that effect, provided that in such event the Estate Manager so removed from office shall not be deprived of any right he may have to claim compensation or damages for breach of contract.

33. **TRANSFER OF UNITS AND RESIDENTIAL ERVEN**

- 33.1. No Registered Owner shall be entitled to transfer his Unit or Residential Erf, unless:
- 33.1.1. the Body Corporate, where applicable, and the Association has granted their prior written consent to such transfer. No such consent shall be granted by the Association unless:
 - 33.1.1.1. such Member is not indebted to the Association or the Body Corporate (if applicable) in any way in respect of levies or other amounts which the Association may be entitled to claim from him in terms of this Constitution; and
 - 33.1.1.2. the proposed transferee, in respect of a Residential Erf or Unit, has (in accordance with the provisions of clause 12) agreed in writing

to become a Member of the Association, and to be subject to the terms and conditions contained in this Constitution; and

33.1.1.3. the Association has provided such Registered Owner with a release certificate, certifying that the Unit or Residential Erf is architecturally compliant, as confirmed by the Architect in writing, and that all necessary external maintenance in respect of such Unit or Residential Erf has been duly completed by the Registered Owner; or

33.1.1.4. the sale agreement concluded between the Registered Owner and the purchaser of the Unit or Residential Erf indicates that the purchaser is aware of the architectural and/or maintenance issues in respect of such Unit or Residential Erf and undertakes to rectify same within 12 (twelve) months of the transfer of such Unit or Residential Erf into his/her name.

33.2. The Association shall be entitled to levy a charge, to be determined by a simple majority of the Exco, from time to time, for the granting of the written consent and the issuing of the release certificate referred to in clause 33.1 above.

34. **BREACH**

34.1. Should any Member:

34.1.1. fail to pay on due date any amount due by that Member in terms of this Constitution or any regulation made in terms of this Constitution and remain in default for more than seven (7) days after being notified in writing to do so by the Exco; or

34.1.2. commit any other breach of the provisions of this Constitution or any regulation made in terms of the Constitution and fail to commence remedying that breach within a period of seven (7) days after the receipt of written notice to that effect by the Exco and complete the remedying of such breach within a reasonable time,

then and in either such event, the Exco shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the Exco or the Association or any other Member may have in law, including the right to claim damages:

34.1.3. to institute legal proceedings on behalf of the Association against such Member for payment of such overdue amount or for performance of his obligations in

terms of this Constitution or any regulation made in terms of the Constitution, as the case may be; or

34.1.4. in the case of clause 34.1.2, to remedy such breach or rectify such condition and immediately recover the total costs incurred by the Association in so doing from such Member.

34.2. Should the Exco institute any legal proceedings against any Member pursuant to a breach by that Member of this Constitution or any regulation, then without prejudice to any other rights which the Exco or any other Member may have in law, the Exco shall be entitled to recover from such Member all legal costs incurred by the Association, including attorney/client charges reckoned on the non-litigious tariff recommended by the Legal Practice Council (or its successors from time to time), tracing fees and collection commission.

34.3. Without prejudice to all or any of the rights granted to the Exco under this Constitution, should any Member fail to pay any amount due by that Member on due date, then such Member shall pay interest on the amount outstanding from time to time, in accordance with the provisions of clause 24.16.

35. **ACCOUNTS**

35.1. The Association in general meeting or the Exco, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.

35.2. At each Annual General Meeting the Exco shall lay before the Association an audited income and expenditure account for the immediately preceding financial year of the Association, or in the case of the first account, for the period since the incorporation of the Association, together with a proper balance sheet made up as at the last financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the Exco and the Auditors, and there shall be attached to the notice sent to Members convening each Annual General Meeting, as set forth in clause 16.1 above, copies of such accounts, balance sheet and reports and of any other documents required by law or resolution of the Members to accompany the same.

36. **AUDIT**

36.1. Once at least in every financial year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets shall be

ascertained by the Auditors and financial statements prepared by the Association must be audited by the Auditors in accordance with, and on the same basis as set out in the provisions governing the financial accounts of sectional title schemes *mutatis mutandis*.

- 36.2. The Association's audited financial statements for the immediately preceding financial year shall be made available to the Members at the Annual General Meeting.

37. **INDEMNITY**

- 37.1. The Exco Members and the Auditors shall be indemnified out of the funds of the Association against any bona fide liabilities reasonably incurred by them in their respective said capacities and in the case of an Exco Member, in his capacity as Chairperson, Vice-Chairperson, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the Court.
- 37.2. Every Exco Member, every servant, agent and employee of the Association, and the Auditors shall be indemnified by the Association against (and it shall be the duty of the Exco out of the funds of the Association to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties, including in the case of an Exco Member, his duties as Chairperson or Vice-Chairperson. Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties, provided that any such act, deed or letter has been done or written in good faith.
- 37.3. An Exco Member shall not be liable for the acts, receipts, neglects or defaults of the Auditors or of any of the other Exco Members, whether in their capacities as members of the Exco or as Chairperson or Vice-Chairperson, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Exco for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgement or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of bona fides or breach of duty or breach of trust.

38. EXCLUSION OF LIABILITY

- 38.1. Any Member or other Person using any of the Facilities or Common Areas does so entirely at his own risk, and no Member or other person shall have any claim against the Developer, the Association, the Estate Manager or any of their agents, employees or contractors, of whatsoever nature arising from use.
- 38.2. The Association, the Estate Manager or any of their agents, employees or contractors shall not be liable for loss (including consequential loss), injury loss of life or damage to person or property of any nature whatsoever which any Member, the lessee or occupier of any Unit or Residential Erf, any member of his/their family(ies), or his /their employee, agent, contractor, servant, invitee, guest or any other person whomsoever may sustain:
- 38.2.1. by reason of any defect in or state of disrepair of the Common Area, the Facilities, any communal building, communal facility, or individual Unit or Residential Erf in the Estate, or any part thereof, or any fittings, fixtures, equipment or appurtenances of whatsoever nature therein, notwithstanding that such defect or state of disrepair may be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the Association, the Estate Manager, or any of their agents, employees or contractors; or
- 38.2.2. directly or indirectly, in or about the Estate (including, without limiting the generality of the foregoing, the Common Areas, the Units and the Residential Erven), whether such injury, loss or damage be due to theft, the action of rain, wind, hail, lightning, explosion, spontaneous combustion, gas, fire, water, leakage, seepage, cessation or interruption of or defect in any electric, gas, fuel, water, sanitary, telephone, air conditioning or other services to the Estate (irrespective of the cause thereof), or be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the Association, the Estate Manager, or any of their agents, employees or contractors, or be due to riots, strikes, civil commotion or any other cause whatsoever.
- 38.3. Every Member individually hereby indemnifies and holds harmless the Association and the Estate Manager against all claims of whatsoever nature which may be brought against the Association or the Estate Manager by that Member, members of his family or any person within the Estate at the invitation of or under the control of the Member concerned, whatsoever the nature of such claim and howsoever arising.

39. DISPUTE RESOLUTION

39.1. Any dispute, question or difference arising at any time between a Member or between Members and the Exco out of or in regard to:

39.1.1. any matters arising out of this Constitution; or

39.1.2. the rights and duties of any of the parties mentioned in this Constitution; or

39.1.3. the interpretation of this Constitution;

may be submitted to the ombud in terms of the CSOS Act, to be decided in accordance with the provisions of the CSOS Act.

39.2. Notwithstanding clause 39.1, a party declaring a dispute in respect of payment of levies, subject to clause 24 is not obliged to refer the dispute to the ombud in terms of the CSOS Act and may refer the dispute to arbitration on notice given by any party to the other parties who are interested in the matter in question or institute court proceedings.

39.3. Arbitration (where applicable) shall be held in Cape Town informally and otherwise in terms of the provisions of the Arbitration Act No 42 of 1965 (as amended or replaced from time to time), it being intended that, if possible, it shall be held and concluded within twenty one (21) Business Days after it has been demanded.

39.4. Save as otherwise specifically provided herein, the Arbitrator shall be, if the question in dispute is:

39.4.1. primarily an accounting matter - an independent accountant;

39.4.2. primarily a legal matter - a practising counsel or attorney of not less than ten (10) years' standing;

39.4.3. any other matter - an independent and suitably qualified person appointed by the Auditors;

as may be agreed upon between the parties to the dispute.

39.5. If agreement cannot be reached on whether the question in dispute falls under clauses 39.4.1, 39.4.2, 39.4.3, or upon a particular arbitrator in terms of clause 39.4.3, within three (3) Business Days after the arbitration has been demanded, then:

39.5.1. the President for the time being of the Legal Practice Council (or its successors) shall determine whether the question in dispute falls under sub-clauses 39.4.1, 39.4.2 or 39.4.3; or

39.5.2. the President for the time being of the Legal Practice Council (or its successors) shall nominate the arbitrator in terms of clause 39.4 within seven (7) Business Days after the parties have failed to agree, so that the arbitration can be held and concluded as soon as possible within the twenty one (21) Business Days referred to in clause 39.3.

39.6. The arbitrator shall make his award within seven (7) days after completion of the arbitration and shall in giving his award, have regard to the principles laid down in terms of this Constitution. The arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.

39.7. The decision of the arbitrator shall be final and binding and may be made an Order of the High Court of South Africa, Western Cape Division (or its successors) upon the application of any party to the arbitration.

39.8. Notwithstanding anything to the contrary contained in clauses 39.1 to 39.7 inclusive, the Exco 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.

40. **AMENDMENTS TO CONSTITUTION**

40.1. This Constitution, or any part thereof, as contained herein shall not be repealed or amended, and no new clauses shall be made, save by a Special Resolution adopted at an Annual General Meeting or General Meeting of the Members.

40.2. Further to clause 40.1 above, any amendments made to the Constitution shall only have effect once same have been lodged with and certified by the Council.

40.3. Save for the provisions of clause 40.2, this clause 40 shall not apply to amendments to the annexures referred to in clause 2.3 above.

40.4. During the Development Period, neither the Constitution nor the Estate Rules may be amended in any respect at all, unless such amendment is made with the Developer's written consent.

41. **CESSATION OF THE ASSOCIATION'S FUNCTIONALITY**

In the event that the Association ceases to function effectively or carry out its obligations and in the event that a Registered Owner wishes to transfer its Unit and/or Residential Erf, the Registered Owner must obtain the consent of at least 60% (sixty percent) of the Members to such transfer,

which consent shall be deemed to be the consent of the Association, as provided for in Section 63(7) of CCT MPB.

ARCHITECTURAL DESIGN MANUAL



Design Guidelines prepared

for Greenways Estate

Development Company (Pty) Ltd

by Kevin Gadd Architects CC

Greenways – HOA Constitution



1. INTRODUCTION
 2. PLAN APPROVAL PROCESS
 3. BUILDING LINES, HEIGHTS AND FLOOR FACTOR
 4. DESIGN OUTLINE
 5. WALLS
 6. ROOFS
 7. DOORS & WINDOWS
 8. EXTERNAL ELEMENTS
 9. BALCONIES & TERRACES
 10. BALUSTRADES
 11. FENCING, WALLING & SCREENS
 12. POOLS
 13. DRIVEWAYS & HARD LANDSCAPING
 14. MATERIALS & COLOURS
 15. SERVICES
 16. GENERAL
 17. PLANTING
- ANNEXURE A, B, C



1. INTRODUCTION

These design rules are intended to clarify for all homeowners, the design criteria they will have to comply with during their design process and also for any future alterations or extensions at Greenways Estate. These design rules have been developed to protect and maintain the unique environmental and physical attributes of this historic site. As a result the design rules have been developed and derived from a range of historic Cape Georgian vernacular. These are characterized by simplicity, geometric order, harmony, proportion, symmetry and visual continuity against a landscape background of lawned areas and new as well as established wooded surrounds.



Central to the intentions of the guidelines are:

- High quality architecture.
- Commitment to retaining, enhancing and preserving the current beauty of the natural environment wherever possible.
- Harmonious co-ordination of architecture and landscape.
- Collective consistency towards a secure investment value through considered sensitive contextual Architecture. The guideline constraints are intended to define rather than limit. Initial designs will be prepared by Kevin Gadd Architects CC based on prototype designs and agreed specifications. With the exception of the semi-detached row houses on Portions 8 to 13 inclusive, owners will be able to customize their designs within these guidelines and any future alterations or additions must be prepared by a registered professional architect and must be in accordance with these guidelines and approved by the home owners association. It is not the intention of these guidelines to produce an environment of totally consistent uniformity, rather it is the intention that there is some latitude to create designs of excellence within a set of common constraints.



Categories of Erven

In addition to the sectional title development in the existing manor house and the large portion of landscaped garden area to the North East of it, there are four categories of erven in the development, blue, yellow, red and green. See Annexure A.

Blue Erven: 8-13

These six erven are to be developed as a row of six duplex houses and the designs of these homes are complete. There will be opportunities for owners to effect minor internal changes that do not alter the exterior form or fenestration.

Yellow Erven: 5,6,7

These erven are intended to be developed with houses of approximately 350m² plus garages and owners have the opportunity, to customise the design within the guideline framework.

Red Erven: 1,2,3,4,14,15

These erven are intended to be developed with large homes of some 450m² plus garages and owners have the opportunity, as for the yellow erven, to customise the design within the guideline framework.

Green Erven: 16,17,18

These erven are intended to be developed with large homes of some 350m² plus garages and owners have the opportunity, as for the yellow erven, to customize the design within the guideline framework.



2. PLAN APPROVAL PROCESS

Kevin Gadd Architects CC or such other architects as appointed by the developer, has been appointed as the Estate Architect and is to be engaged in all architectural work on the Estate until completion of all the houses.

The design committee will until the completion of all proposed houses, consist of the Estate Architect and the representatives of the developer, Greenways Development Company (Pty) Ltd.

After the completion of all the houses on the Estate the design committee will consist of a minimum of three persons appointed by the Homeowners Association, one of whom is to be a qualified professional architect. This design committee will deal with any alterations or additions to the completed homes which may be required.

The Greenways Estate Homeowners Association Constitution makes it obligatory upon all owners to obtain the Greenways Manor Estate design committees approval prior to the submission of building plans to local authority and prior to commencement of construction and thereafter, prior to any significant modifications are made to the external appearance of buildings and external features.

The design committee shall at all times balance the overall vision and individual owner's requirements with that of the Estate and reserves thereafter the right to withhold approval if the requirements of the guidelines are not complied with. The HOA reserve the right to make additions and alterations to these Guidelines, which in their opinion, is necessary to assist the Architectural style and character that is envisaged for the entire Estate and the amended guidelines are binding on all homeowners and contractors.

Approval by the design committee does not imply or constitute any authority or structural approval. An amount of R10 000.00, plus VAT, is payable to the appointed design committee architect for scrutiny of building plans submitted for any proposed building alterations.

APPROVAL PROCEDURE FOR FUTURE ALTERATIONS AND ADDITIONS

Homeowners are obliged to appoint a SACAP registered architect (PR ARCH) which appointment must include supervision.

Plans are to be submitted to the design committee for approval prior to submission to the local authority and prior to commencing with any construction work. The restrictions set out in these guidelines are in addition to any restrictions imposed in terms of conditions of title, the town planning scheme and the National Building Regulations.

Stage 1.

The clients appointed architect to arrange a meeting with the design committee to illustrate design concept and general planning principles in sufficient detail to discuss style and treatment of the external design criteria.

Stage 2.

Submission of one hard copy set of drawings that should be of a standard sufficient for council approval and illustrating compliance with all the guidelines as set out in this document. Should the proposed building work have a material influence on the existing landscape, a set of plans prepared by a landscape architect may be required.

Drawings are required to be submitted to and approved by the Cape Town Municipality (duly endorsed by HOA) prior to the commencement of building works. All local authority scrutiny fees and connection fees are for the account of the home owner.

Prior to commencement of any construction work related to any deviations from the approved plans which externally influence the design updated drawings depicting these changes will be required to be approved by the design committee.

Any unauthorized work will result in a fine of R30 000.00 (Thirty thousand rand) payable by the contractor to the HOA.

In addition to the fine it is compulsory to repair defective work and re-instate the construction work in line with the approved building plans.

Owners are not permitted to occupy houses until a Council and HOA completion certificate has been issued.

Unless otherwise agreed between the owner, the developer, being Greenways Development Company (Pty) Ltd, and the executive committee of the HOA (if established), in the event that the owner is constructing its own house on the Estate, building works must be completed within 18 months from the date of transfer of the property. Where the developer is constructing the house on behalf of an owner, building works will commence as soon as possible after the owner has signed the sale agreement concluded between the developer and the owner and/or after approval of the building plans. The developer will take all reasonable steps to ensure that the house is completed within the estimated time period specified in the sale agreement concluded between the developer and the owner.

All construction companies shall be required to be registered with the NHBRC and to enter into a detailed written agreement – “Greenways: Rules for Contractors” which shall establish all conditions pertinent to the Estate. This shall include the following controls: security protocols, defining the site area, protection of vegetation, provision of on-site ablution facilities and services, transport vehicle restrictions, materials storage and delivery, access times, location of wet

works, site cleaning, codes of conduct of staff etc. Should contractors not adhere to the conditions of the signed agreement they may be denied access to the estate until compliance can be assured.

*A checklist of submission requirements will be available from the Estate Architects for sketch plan and final submission.

The executive committee of the HOA shall be entitled to determine a building deposit and a builder’s management fee payable by the Homeowner to the HOA at the commencement of any and all building work. The HOA shall be entitled to retain a portion of such deposit and/or fee, as determined in the sole discretion of the executive committee, as an infrastructure maintenance levy and the balance returned to the owner upon issue of the completion certificate by the HOA.

2.1 DEVIATIONS

Any requested deviations from the Guidelines will be reviewed on a case by case basis by the Estate Architect along with the Design Review Committee of the HOA and their recommendations will be final. Where the Estate Architect along with the Design Review Committee of the HOA permits variations, these are in respect of specific site conditions and should and will not be considered a permanent amendment to the Guidelines and will not be understood to set precedent. The Design Review Committee of the HOA reserves the right to interpret these Design Guidelines and approve plans/drawings at its discretion. Any deviation must be compliant with the Cape Town Zoning Scheme or it will not be considered.

Members of the Homeowner’s Association shall be required to comply fully with any Annexure of the Homeowners’ Association constitution. The items cover procedures for submission of plans and subdivision and compliance with the environmental contract.

2.2 CONTACT NUMBERS

Estate Architect:
Kevin Gadd Architects CC
Tel: 021 761 0280

3. BUILDING LINES, HEIGHTS AND FLOOR FACTOR

3.1 Building lines

The building lines are as per by the City of Cape Town Municipal Planning Amendment 2019 and are covered in Chapter 5 Part 22 (d) (e) (f) for Single Residential Zoning, subject to the general building line encroachments in item 121.

For portion 5 and 6 (>350 up to 650m²) 3,5m street building line and common buildings line of 0,0m for the first 12,0m measured perpendicular from the street boundary and 0,0m for 60% of total remaining linear distance along all common boundaries around land unit and 3,0m for remainder, subject to paragraph d (iii) of City of Cape Town Municipal Planning Amendment 2019 and are covered in Chapter 5 Part 22.

For portion 7, 14, 16, 17 (>650 up to 1000m²) 3,5m street building line and 3,0m common buildings line. Garages, carports and outbuildings are subject to Cape Town Municipal Planning Amendment 2019 and are covered in Chapter 5 Part 22 (f).

For portion 1, 2, 3, 4, 15, 18 (>1000 up to 2000m²) 4,5m street building line and 3,0m common buildings line. Garages, carports and outbuildings are subject to Cape Town Municipal Planning Amendment 2019 and are covered in Chapter 5 Part 22 (f).

3.2 Heights

The heights of buildings are limited by the City of Cape Town Municipal Planning Amendment 2019 and are covered In Chapter 5 Part 22 (c) (i) (ii) (iii) for Single Residential Zoning.



For portion 5 and 6 (<350 up to 650m²) maximum heights to wallplate 8,0m and top of roof 10,0m.

For portion 7, 14, 16, 17 (<650 up to 1000m²) maximum Heights to wallplate 9,0m and to top of roof 11,0m.

For portion 1, 2, 3, 4, 15, 18 (<1000 up to 2000m²) maximum Heights to wallplate 9,0m and to top of roof 11,0m.

3.3 Floor Factor

For portions 5 and 6 (<350 up to 650m²) a floor factor of 1 applies.

For portion 7, 14, 16, 17 (<650 up to 1000m²) a maximum floor space of 1500m² applies.

For portions 1, 2, 3, 4, 15, 18 (<1000 up to 2000m²) a maximum floor space of 1500m² applies.

Floor space and floor factor are as per City of Cape Town definition.

4. Design Outline

4.1 Form

- 4.1.1 The built form is to be made up of singular and rectilinear formal elements with a main roof. Major forms are to be clearly legible with ordered and rhythmic fenestration symmetrical where possible and vertically aligned, also where possible the clarity of the major form allows for the easy addition of secondary wings or minor forms which can project beneath major roof forms at upper or lower levels.
- 4.1.2 Eaves are to be expressed and can be strengthened with mouldings. Mouldings are also to be used on minor forms such as balconies, parapet walls and porticos. Formal elements such as plinths, chimneys, porticos and conservatories are to be expressed.
- 4.1.3 The scheme is typified by double pitched, hipped roofed "Georgian" or "Neo Georgian" referenced



proportional forms. These are composite rectilinear in nature and articulated with similar orthogonal minor plan elements. All plan forms should be perpendicular to themselves and no obtuse or acute angles will be permitted. Landscape elements are not restricted geometrically.

- 4.1.4 Minimum floor to ceiling heights of 2,8m on the Ground Storey and 2,6m on the First Storey are required to encourage an architectural form with vertical proportions.
- 4.1.5 Secondary flat roofed or lean to structures and balconies, verandahs, pergolas and porticos may augment the major forms and are strongly encouraged.
- 4.1.6 Materials and finishing must adhere strictly to the guidelines.
- 4.1.7 No houses of less than 250m² habitable floor area will be allowed. Basements as defined by City of Cape Town Municipal Planning Amendment 2019 “space in a building between a floor and ceiling, including such floor or ceiling, which protrudes not more than 1,5m above any point on the existing ground level” and conforming to the building line encroachments of clauses 121 and are permitted
- 4.1.8 Outbuildings must reflect the form and geometry of the main house if they are free standing. Their eaves or parapets must be lower than the eaves line of the main house. All linking elements must be lower than the main building eaves line. Outbuilding shall not exceed 30% of the area of the main building.



4.1.9 Minor plan elements can consist of the following:

- Garaging and servants quarters
- Verandahs
- Balconies
- Porticos
- Pergolas

WALLS

5.1 Masonry Walls

All Brickwork to be Clay Bricks (14MPa) NFX.

External exposed walls not covered by pergolas, verandahs or balconies should be articulated to reduce the visual impact of large expanse of wall

Plaster mouldings are to be used to express windows and door openings as well as optionally used to express plinth lines, eaves, porticos etc. Overly ornate mouldings are to be discouraged.

5.2 Wall finishes

Walls to be painted smooth plaster.

Stone or white washed red brick may be used for plinths.

Red brick with grouting may be used for chimneys and in limited feature areas. A total of 15% of vertical surfaces may be feature areas of red brick.

Vertical plaster mouldings to express corners and as features painted to match the wall colour will be permitted.



6. ROOF FORMS: GENERAL

Roof forms and roof colour play a significant role in establishing a cohesive architectural language and a sense homogeneity within the development. Roof materials which can be used consist of:

- Diamond metal sheet roofing (Matt/Charcoal)
- Victorian profile metal sheet roofing (Matt/Charcoal)
- Everite slate roofing (Matt/Charcoal)
- Natural slate stone roofing (Black)

6.1 Major Roof Forms:

Major roof forms to be pitched at between 21 and 30 degrees with ridge or apex placed centrally. Smaller minor hipped roofed forms to be pitched between 21 and 30 degrees, also with ridge or apex placed centrally. No gables will be permitted.

6.2 Minor Roof Forms:

Roofs of major forms can be added to with smaller minor form hipped roofs to form more complex composites at a higher or lower level.

Lean to roofs to be pitched at max 5 degrees.

Lean to verandahs are to have a maximum pitch of 5 degrees. They may be constructed of masonry, timber or steel to colours matching the colour palette.

Precast decorative Doric columns are permitted (See Annexure C).

Flat roofs, may be concrete or boarded, finished with brown stone chip, 19mm.

Flat roofs to be concealed by parapets a minimum of 250mm above the roof finish.

Conservatories may have glass roofs but are to be limited in size and well detailed (no "Four Seasons" type conservatories will be permitted).

Pergolas in timber with "Georgian" proportions are permitted.



6.3 Garage Roofs

- 6.3.1 Garage and outbuilding roofs to match the roofs of the house or be screened by parapet walls.
- 6.3.2 Carports to match pergola language. Visible translucent sheeting is not permitted, metal sheeting to match lean-to's and verandahs.

6.4 Roof Windows

- 6.4.1 Velux or similar approved roof window in the plane of the roof will be permitted.
- 6.4.2 Maximum size 780 x 1400mm.
- 6.4.3 Dormers windows with "Georgian proportions will be permitted.

6.5 Eaves

- 6.5.1 Eaves are to be clipped and expressed with mouldings or a maximum of 500mm overhang.

6.6 Gutters

- 6.6.1 Gutters are to be pre-coated seamless aluminium to match fascia colour and moulding colour.
- 6.6.2 Downpipes are to be round uPVC to match house wall colour or rectangular aluminium.



7. DOORS AND WINDOWS

Doors and windows should be vertical in proportion and incorporate smaller panes.

Symmetry in door and window positions is encouraged with larger windows and doors on the ground floors and shorter windows on the first floors. Large areas of glazing to set back beneath verandahs, balconies or pergolas.

7.1 Window Types

7.1.1 The following window types will be allowed:

- Side hung casements
- Top or bottom hung casements
- Vertical sliding
- Horizontal sliding
- Feature metal windows with Georgian proportions

7.1.2 No profiles to be less than 45mm x 65mm

7.1.3 No winblock type windows allowed.

7.1.4 No reflective glass allowed.

7.1.5 Clerestorey windows are not permitted.

7.2 Glass Standards

Glass standards to conform to the national building regulations and particular attention should be given to SANS 10400 XA. Which deals with the thermal and insulative qualities required of the glazing to structures.

7.3 Burglar Bars

7.3.1 No external burglar bars will be permitted.

7.3.2 No external type "Trellidor" will be permitted.



7.4 Garage Doors

Garage doors to be horizontally slatted aluminium or timber in colour charcoal or white. A single row of glazing in the top panel will be allowed.

7.5 Shutters

7.5.1 Non-functioning shutters will **not** be permitted

7.5.2 Shutters can be timber painted to approved colour, to match colours of house, or aluminium in approved colour.

8. EXTERNAL ELEMENTS

8.1 Retaining Structures

Houses may be stepped or terraced across the site with the use of low retaining structures sympathetic to the natural contours of the site.

8.2 Height of Retaining Structures

Retaining structures may be a maximum of 2m in height from existing ground level.

8.3 Finishes of Retaining Structures

8.3.1 Plastered and painted masonry to match the colours of the house.

8.3.2 Stone or red brick to match house plinth.

8.3.3 Gabion cages filled with natural stone as per materials specification.

8.3.4 Precast Terraforce type retaining structures will not be permitted.



9. BALCONIES AND TERRACES

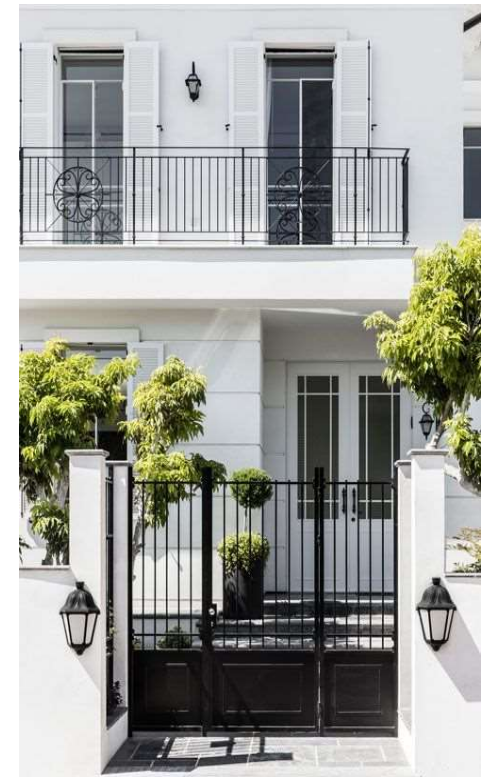
- 9.1 The privacy of surrounding properties should be considered at design stage and balconies should avoid directly overlooking the living spaces of adjacent dwellings.
- 9.2 The floor finish of balconies should have muted natural tones. Balcony roofs must be in character with that of the main house and if roofed should be an extension of the major roof form or roofed with pergolas in timber as mentioned in Minor Roof Forms (5.2)

10. BALUSTRADES

- 10.1 Balustrades should be constructed of light metal elements painted charcoal or white. Timber handrails are permitted,
- 10.2 Balustrades must comply with national building regulations.

11. FENCING, WALLING AND SCREENS

- 11.1 Boundary walls on internal street boundaries should be low plinth walls with palisade as per Annexure B attached specification between piers at a maximum of 1,8m high above natural ground level.
- 11.2 Walls between erven to be plastered masonry walls between 1,8m and 2,1m in height above natural ground level.
- 11.3 No electrified, razor, barbed or mesh fencing will be permitted on individual erven within the Estate.
- 11.4 Laundry or utility yards must be completely walled and screened from view from the street.
- ## 12. POOLS
- 12.1 Pool colours are limited to blue, grey and white.
- 12.2 Access to pools is to be secured in terms of national building regulations.
- 12.3 Pool pumps to be in fully enclosed chamber to reduce noise.



13. DRIVEWAYS AND HARD LANDSCAPING

- 13.1 **All driveways that are visible from the internal roads** shall match the Estates exposed aggregate paved road finish or be seamless exposed aggregate in the same colour as the Estate exposed aggregate paved road finish.
- 13.2 Only one driveway will be permitted per erf.
- 13.3 Where driveways cross the road reserve (sidewalk) area, the owner shall be responsible for the installation of two 110mm diameter sleeves at 600mm under the finished level of the driveway and must extend at least 600mm beyond the edge of the driveway.
- 13.4 Two visitors parking bays must be supplied per erf within the erf boundaries. This is over and above any garages and parking that is required for the owners.
- 13.5 All paving and hard landscaping must be indicated on the site plan and approved by the Estate Architect as part of the local authority submission.



14. MATERIALS AND COLOURS

Walls

- 14.1.1 Walls to be plastered masonry with limited feature areas of white washed red brick or painted red brick (maximum 15%) of vertical surface area).
- 14.1.2 Natural stone and red brick may be used at plinth level and chimneys.
- 14.1.3 Wall paint to be a low sheen waterproofing pure acrylic (Plascon Wall& All, Midas 240, Dulux Weatherguard) in colour -
 Midas Steenberg Bone White – 24011/20 (CC30103) Midas Snow Mist (1AW) Midas Almost There (1BW) Dulux City Sensation (75GY81/005) Purest Frost (71YY90/027) White on White (30GY88/014) Plascon Antique Petal (GR-Y05) Orchid Bay (GR-Y06) Mackenzie Ice (A33-1)
- 14.1.4 Moulding to be painted to match wall colour.

14.2 Door and Windows

- 14.2.1 Doors and windows to be aluminium or timber or feature windows in metal. Colour to be white or charcoal/anthracite.
- 14.2.2 Shutters to be functional in aluminium or timber. Colour to be white or charcoal/anthracite.
- 14.2.3 Garage doors to be in timber or aluminium. Colour to be white or charcoal/anthracite.
- 14.2.4 Front doors in solid timber may be feature colour.

14.3 Pergolas

Timber pergolas are to be constructed in garapa, massaranduba, balau or similar approved hardwood and retained natural or painted white.

14.4 Roofs

14.4.1 Roofs can be:

- Diamond metal sheet roofing (Matt/Charcoal)
- Victorian profile metal sheet roofing (Matt/Charcoal)
- Everite slate roofing (Matt/Charcoal)
- Natural slate stone roofing (Black)

14.4.2. Flat roofs to be finished with brown stone chip.

14.4.3. Fascias and gutter and downpipes to match house wall colour.



15. SERVICES

15.1 Rainwater

- 15.1.1 Fully underground 5KL water tanks may be installed to receive water from the roof for the use in garden irrigation.
- 15.1.2 Storm water runoff is to be carefully controlled to avoid soil erosion and storm water reticulation is to be indicated on the building plans submitted. Below ground storm water reticulation is preferred. Precast concrete channels will not be permitted.
- 15.1.3 Storm water from each erf to be dispersed to storm water connection provided at each erf boundary for dispersal to Estate retention ponds.

15.2 Plumbing

- 15.2.1 All drainage pipes except for low level stub stacks are to be concealed within the walls or structure.
- 15.2.2 All plumbing fittings, sanitary ware and brassware used in the house are to be water wise.
- 15.2.3 The use of grey water systems is encouraged.
- 15.2.4 All shower heads must be fitted with water saving devices, i.e. low flow shower heads, tap aerators and/or flow restrictors must be installed on all taps.



15.5 Air Conditioners

- 15.5.1 Air-conditioning condenser units are to be installed at ground level and screened behind a wall at least 1.2m high.
- 15.5.2 No window mounted units are permitted.
- 15.5.3 Houses to be effectively insulated so as to reduce the need for air-conditioning as much as possible.
- 15.5.4 All air-conditioner piping to be concealed within the house structure. No surface mounted pipes or ducting will be allowed.

15.4 Satellite Dishes and Aerials

Satellite dishes and aerials on individual erven will not be permitted, unless the prior written consent of the executive committee of the HOA has been obtained. A satellite dish at the Guardhouse will provide satellite connectivity for the estate.

15.5 Lighting

- 15.5.1 Under no circumstances will security/flood lighting be allowed.
- 15.5.2. External lighting should be traditional in style and should be unobtrusive and not be a nuisance to neighbors.
- 15.5.3 No coloured lighting will be allowed.

15.6 Laundry and Refuse Areas

All drying yards and refuse storage areas to be concealed within courtyards or behind screening walls.



15.7 Signage, Lettering and Numbering

15.7.1 No illuminated signage permitted.

15.7.2 Lettering or numbering to be a maximum of 150mm high.

15.7.3 Type face to match that of the Estate.

15.8 Alternative Power/Solar

15.8.1. Solar panels are to be positioned as discreetly as possible.

15.8.2. No closed coupled HWC cylinder units may be installed on roofs. All HWC must be concealed within the roof space.

15.8.3. Swimming pool panels may only be installed on flat concrete roofs concealed by parapets or on lean-to roofs.

15.8.4. All pipework from solar panels is to be concealed and go directly into roof space.

15.8.5 No generators will be permitted.



16 GENERAL

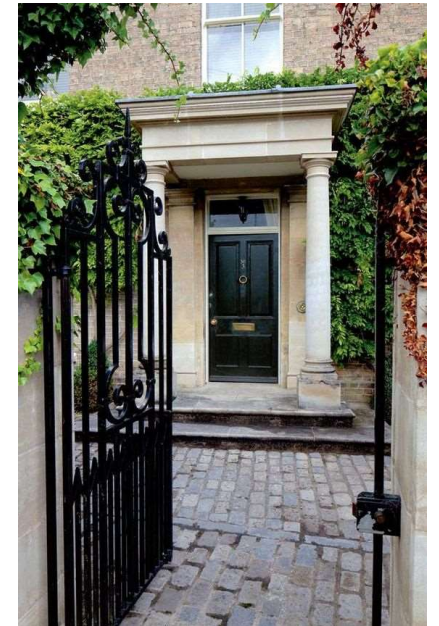
All unsightly objects i.e. dust bins, refuse containers, washing lines & storage areas, pets' accommodation, kennels, water tanks, commercial type vehicles, boats or caravans or trailers must not be visible from internal roads.

Refuse bins are to be housed in areas that ensure they are not visible from anywhere outside the individual erf. These areas/structures must comply with the design guidelines, must be integrated into the design of the house (not separate structures on the street) and must not detract from the aesthetics of the house.

Boats can only be kept on erven if they are stored in closed and roofed garages and thus not visible from anywhere on the erf or surrounds. No 'afdak' (canopies) or similar structures are allowed for boats. The boat garage will have to form part of the building footprint.

'Wendy houses' or garden sheds will not be permitted.

Braai areas shall be designed as part of the house.



Plant list

17 PLANTING

The Cape is prone to long periods with no or variable rainfall and the Estate is committed to the conservation and wise use of water resources.

Additionally South Africa has promulgated Regulations in terms of the Conservation of Agricultural Resources Act (CARA). The schedules to this Act set out plants not permitted on private land. Failure to remove such plants is an offence and landowners are liable to prosecution. It is in the interests of the Estate to abide by this Act.

Your initial garden will be designed in consultation with the appointed Estate Landscape Architect who will recommend and guide you in your choices. The surrounding nurseries will also be able to assist with finalising the plant material.

Private Home Gardens

The use of water wise indigenous plants suited to local climate conditions is encouraged but non indigenous plants are permitted.

<i>Acer palmatum</i>	Japanese Maple
<i>Afrocarpus falcatus</i> (syn. <i>Podocarpus</i>)	Yellowwood tree
<i>Afrocarpus henkelli</i> (syn. <i>Podocarpus</i>)	Henkels yellowwood
<i>Afrocarpus latifolius</i> (syn. <i>Podocarpus</i>)	Real yellowwood
<i>Aloidendron barberae</i> (syn <i>Aloe</i>)	Tree aloe
<i>Arbutus unedo</i>	Strawberry tree
<i>Betula pendula</i>	Silver birch
<i>Brachychiton acerifolius</i>	Flame tree
<i>Caesalpinia ferrea</i>	Leopard tree
<i>Calodendron capensis</i>	Cape chestnut
<i>Caraya illinoensis</i>	Pecan nut
<i>Cassine piragua</i>	Cape saffron
<i>Citrus limon</i> Eureka	Eureka lemon
<i>Ceretonia silique</i>	Carob tree
<i>Curtisiia dentate</i>	Assegaa
<i>Cunonia capensis</i>	Red alder
<i>Dias cotinifolia</i>	Pompon tree
<i>Diospyros whyteana</i>	Bladdernut
<i>Dombeya rotundifolia</i>	Wild pear
<i>Ekebergia capensis</i>	Cape ash
<i>Erythrina caffra</i>	Coral tree
<i>Fagus sylvatica</i>	Beech
<i>Halleria lucida</i>	Tree fuschia
<i>Harpehylum cafrum</i>	Wild plum
<i>Ilex mitis</i>	Cape holly
<i>Jacaranda mimosifolia</i>	Jacaranda
<i>Kigelia Africana</i>	Sausage tree
<i>Kiggelaria Africana</i>	Wild Peach
<i>Laurus nobi</i> Tis	Bay laurel
<i>Liquidamber stryrciflua</i>	Liquidamber
<i>Macadamia Beaumont</i>	Macadamia nut
<i>Magnolia grandiflora</i>	Southern magnolia
<i>Magnolia x soulangiana</i>	Saucer magnolia

Nuxia floribunda	Forest elder
Olea europea varieties	Olive tree
Olea europea subsp. Africana	Wild Olive
Persea Americana	Avocado tree
Prunus laurocerrassus	Cherry Laurel
Quercus cerrís	Turkey oak
Quercus palustris	Pin oak
Quercus suber	Cork oak
Quercus nigra	Water oak
Sparmania Africana	Cape hemp
Spathodea campanulata	African flame
Syzygium cordatum	Water berry
Syzygium guineense	Water pear
Syzygium jambos	Rose apple
Tríchelia emitica	Natal mahogany
Ulmus spp	Elm Tree

Road verges

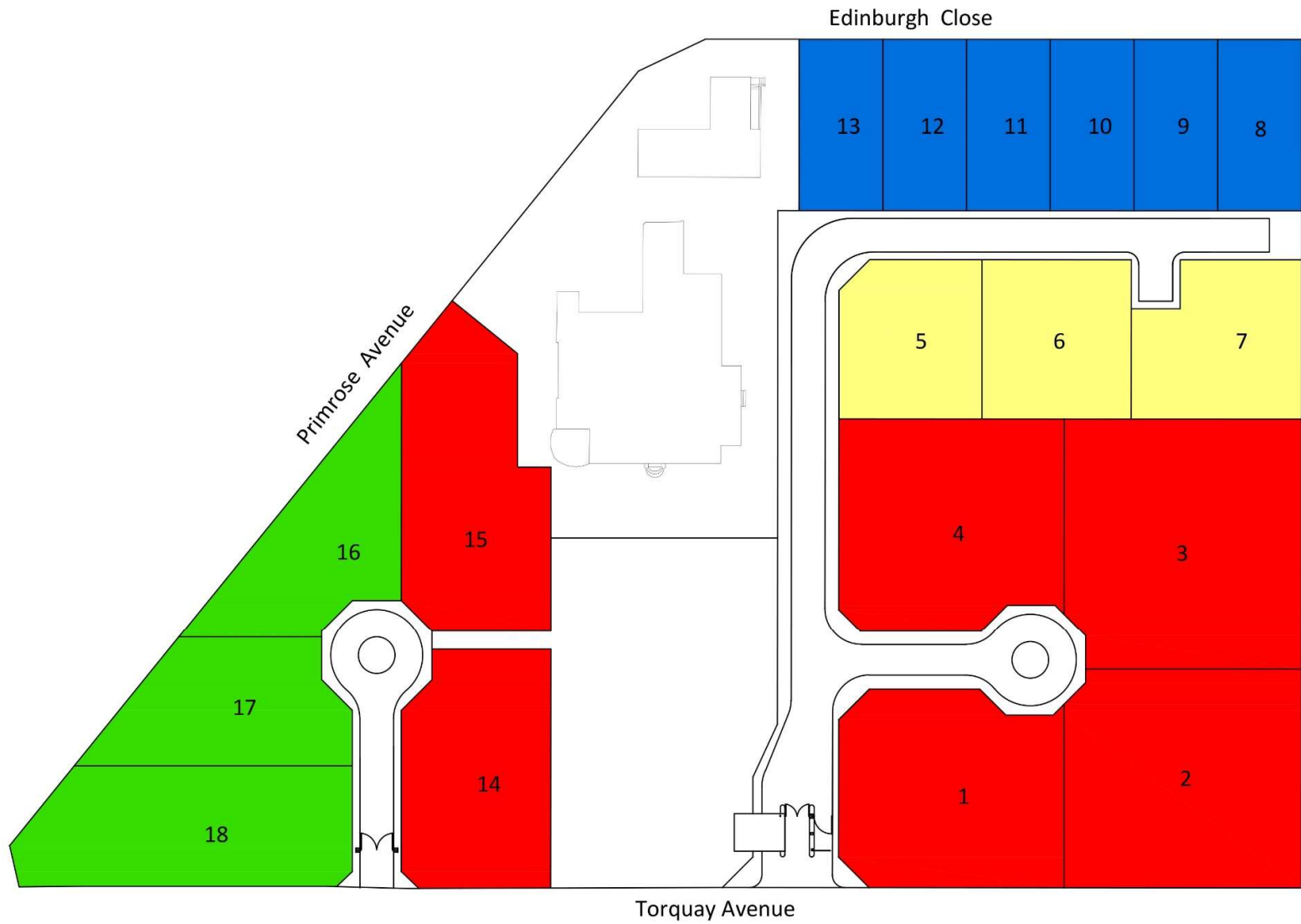
No lawn may be planted on the Estate road verges. Servitude planting of the verges, inclusive of trees, is encouraged but the planting of trees with an aggressive root system is not permitted.

If gravel stone is to be used it must be 19mm in size and brown in colour.

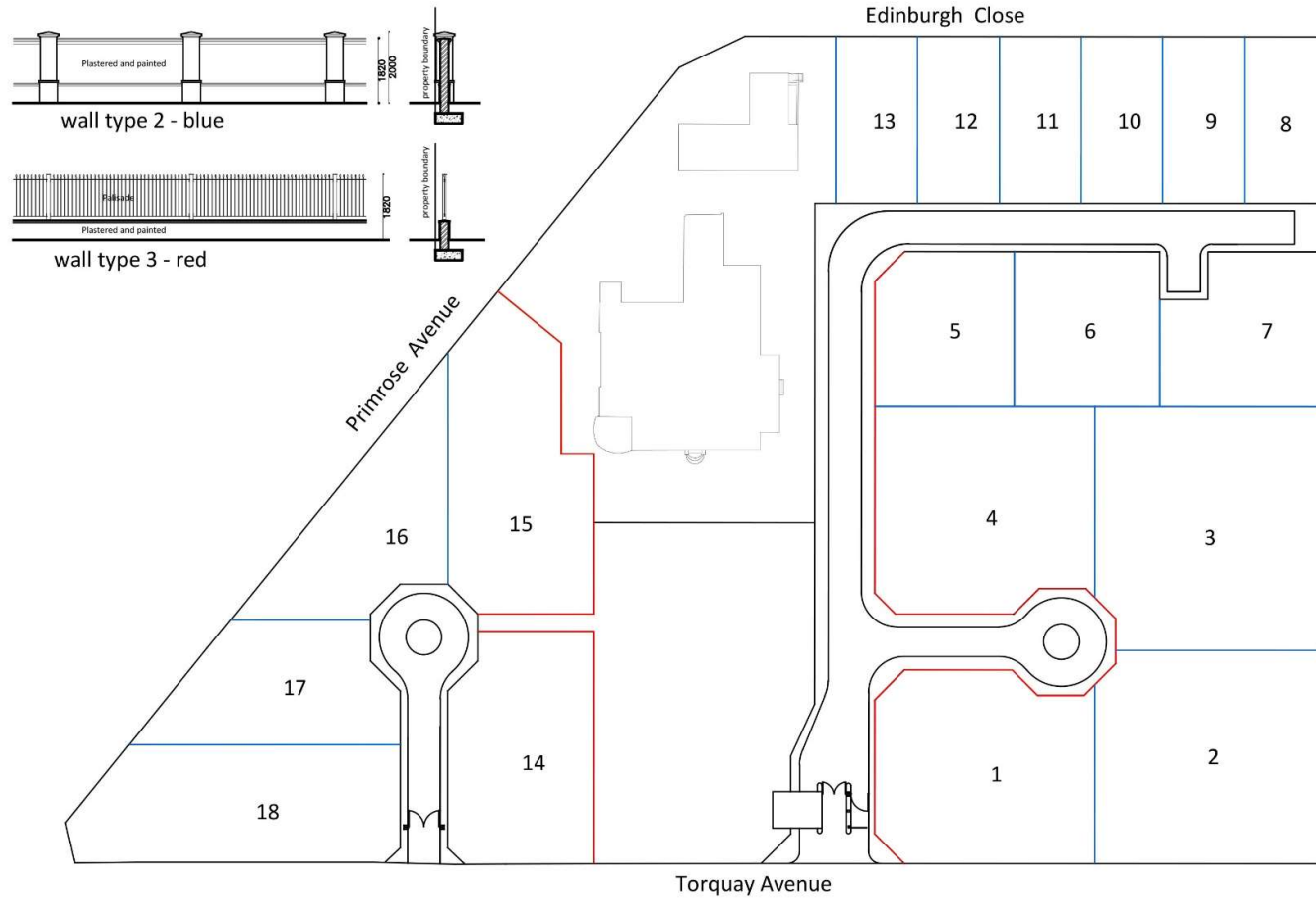
Water Management

The installation of an irrigation system and borehole is encouraged. The Estate will install borehole/s for the communal areas.

Annexure A1. Estate Layout Diagram



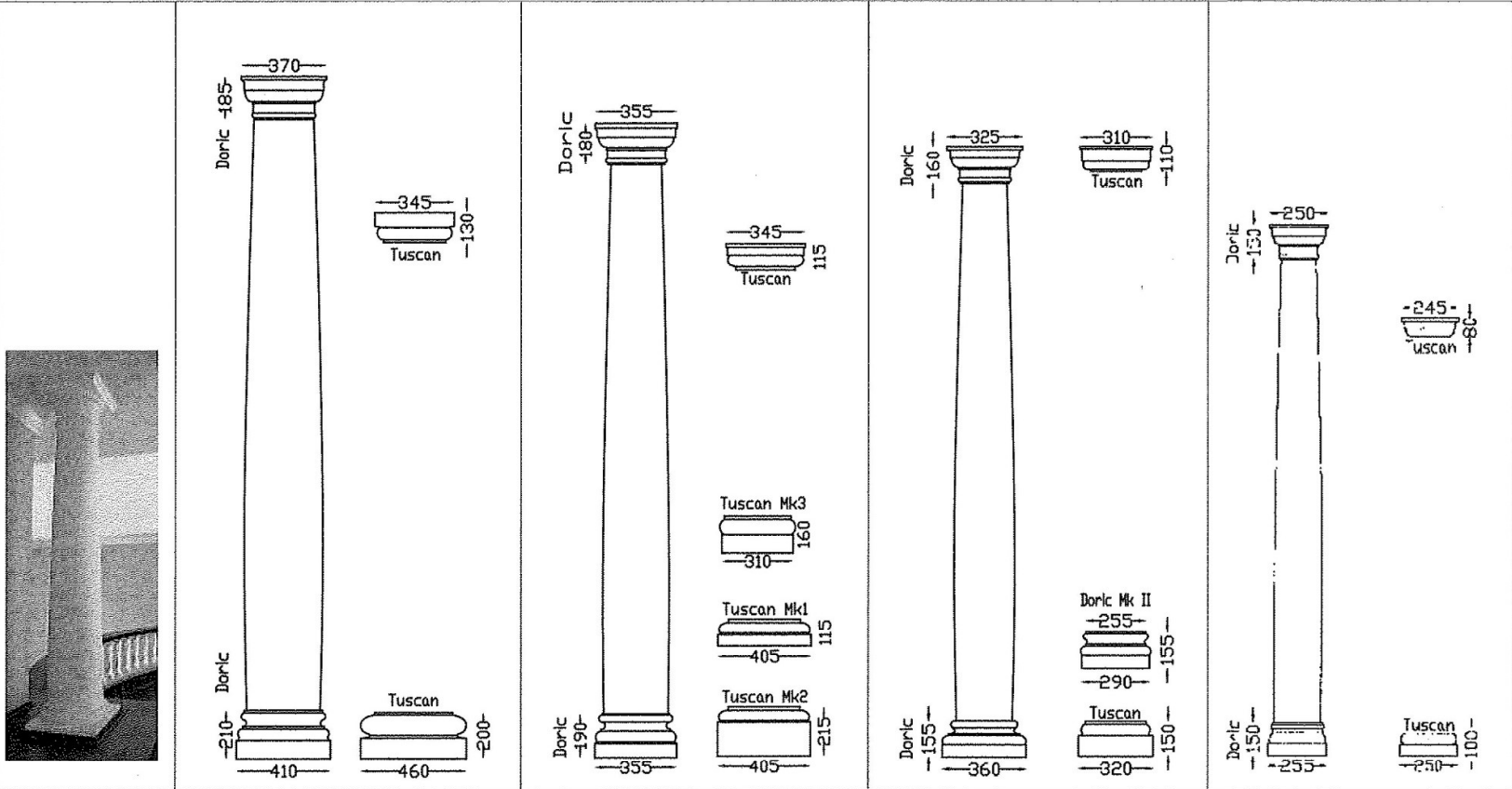
Annexure A2. Boundary Walls



Annexure A3. Column Types

Columns - Plain Round Tapered

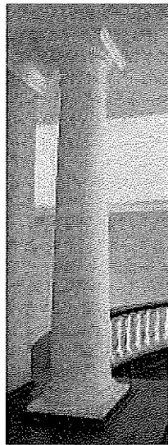
Please order overall height including Cap and Base. Cap, Shaft and Base supplied loose.



Name	TYPE 1210 (Round)	TYPE 119 (Round)	TYPE 97 (Round)	TYPE 86 (Round)
Shaft Base Diameter	320mm	280mm	240mm	205mm
Shaft Neck Diameter	260mm	235mm	190mm	150mm
Max Shaft Length	Shaft Max 3000mm (Min 1100mm) Add cap/base for max overall height.	Shaft Max 3150mm (Min 1100mm) Add cap/base for max overall height.	Shaft Max 2700mm (Min 1100mm) Add cap/base for max overall height.	Shaft Max 1980 (Min 1000) Add cap/base for max overall height.
Weight Kg/m approx	205kg/m	155kg/m	115kg/m	75kg/m (no downpipe)
Weight Hollow FRC	55kg/m (non structural)	40kg/m (non structural)	35kg/m (non structural)	25kg/m (non structural)

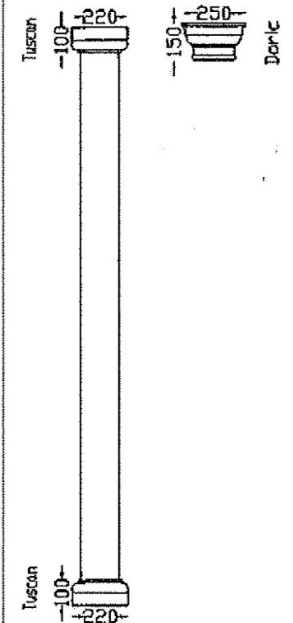
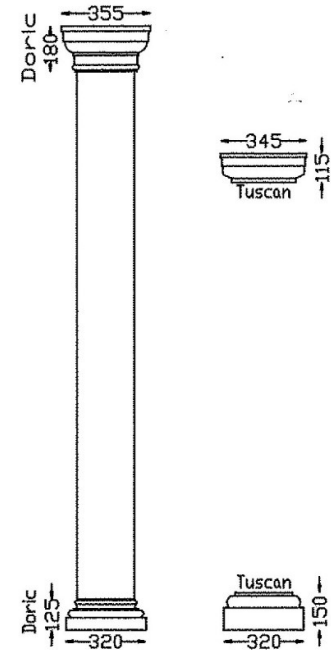
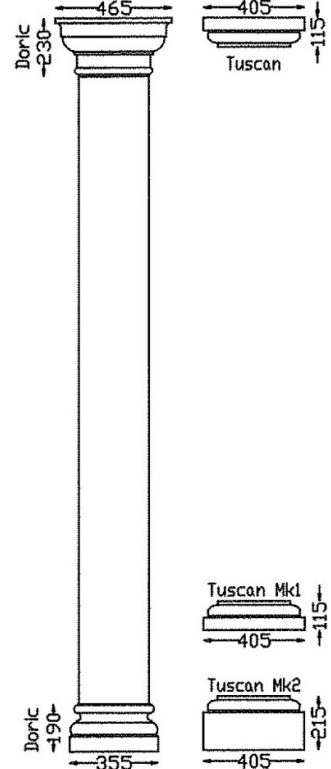
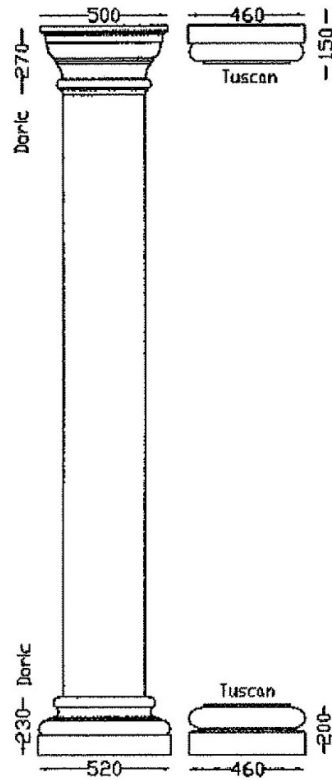
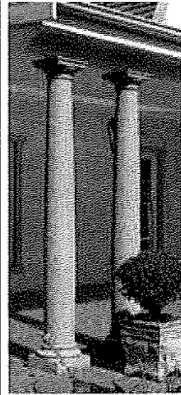


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Columns - Plain Round No Taper

Please order overall height including cap and base. Cap, Shaft and Base supplied loose.



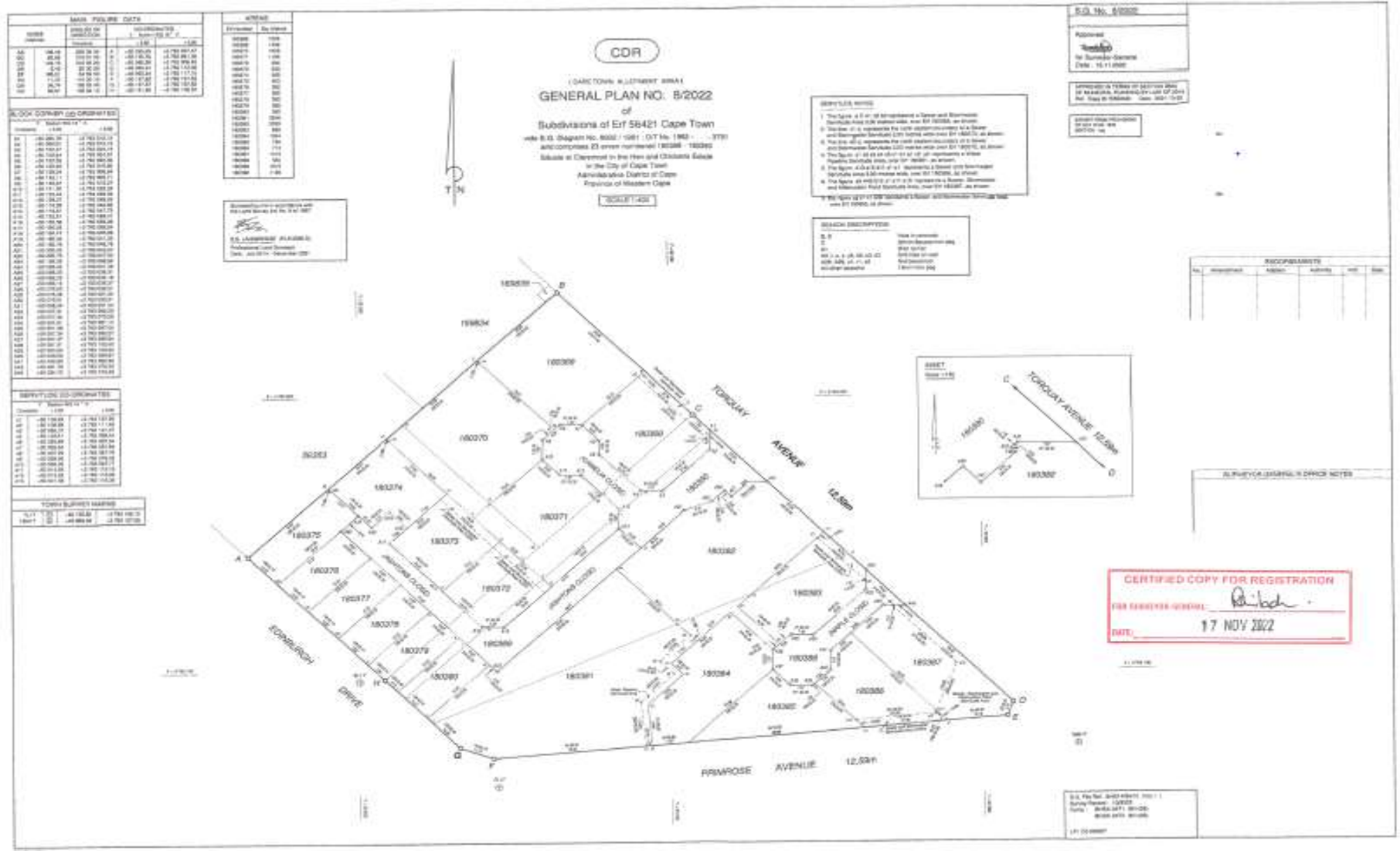
Name	TYPE 320 PLAIN (Round) No taper	TYPE 280 PLAIN (Round) No taper	TYPE 230 PLAIN (Round) No taper	TYPE 150 PLAIN (Round)
Shaft Base Diameter	320mm	280mm	230mm	150mm
Shaft Neck Diameter	320mm	280mm	230mm	150mm
Max Shaft Length	Shaft Max 2500mm Add cap/base for max overall height.	Shaft Max 3000mm Add cap/base for max overall height.	Shaft Max 3000mm Add cap/base for max overall height.	Shaft Max 2100mm Add cap/base for max overall height.
Weight Kg/m approx	195kg/m	150kg/m	100kg/m	45kg/m
Weight Hollow FRC	50kg/m (non structural)	40kg/m (non structural)	30kg/m (non structural)	na



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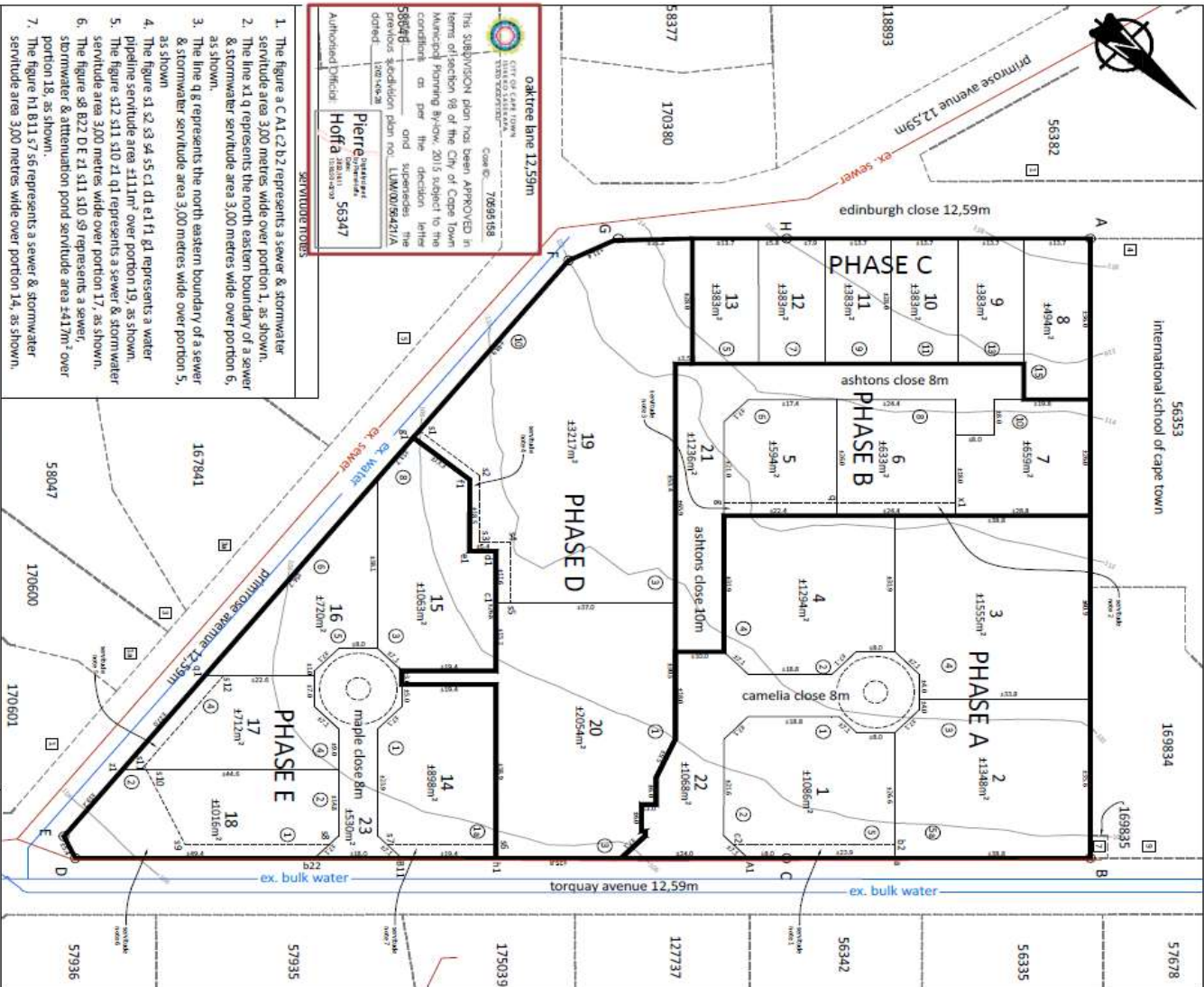


DIAGRAM FOR THE LAND



Annexure “C”

SITE DEVELOPMENT PLAN



proposed zoning	proposed land use	unit numbering	number of units	area (tha)	percentage	phasing	units in phase
general residential GR4	single residential dwellings	1 - 18	18	1,3981	63	A	1 - 4 and 22
general residential GR4	sectional title apartments	19	1	0,3217	14,5	B	5 - 7 and 21
general residential GR4	private open space	20	1	0,2054	9,5	C	8 - 13
general residential GR4	private road	21 - 23	3	0,2834	13	D	19 and 20
Total			23	2,2086	100	E	14 - 18 and 23

1. The figure s1 s2 s3 s4 s5 c1 d1 e1 f1 g1 represents a sewer & stormwater servitude area 3,00 metres wide over portion 1, as shown.
 2. The line x1 q represents the north eastern boundary of a sewer & stormwater servitude area 3,00 metres wide over portion 5, as shown.
 3. The line q represents the north eastern boundary of a sewer & stormwater servitude area 3,00 metres wide over portion 5, as shown.
 4. The figure s1 s2 s3 s4 s5 c1 d1 e1 f1 g1 represents a water pipeline servitude area 111m² over portion 19, as shown.
 5. The figure s12 s11 s10 z1 q1 represents a sewer & stormwater servitude area 3,00 metres wide over portion 17, as shown.
 6. The figure s8 s22 D E 21 s11 s10 s9 represents a sewer, stormwater & attenuation pond servitude area 4417m² over portion 18, as shown.
 7. The figure h1 B11 s7 s6 represents a sewer & stormwater servitude area 3,00 metres wide over portion 14, as shown.

figure	56421/02/09	project	subdivision amendment: erf 56421 cape town, situated at 1 torquay avenue claremont	client	greenways manor estate (pty) ltd
file	CT56421	drawing	subdivision amendment plan	<p>www.headland.co.za LUM/00/56421/B</p>	
date	september 2022	amendments	march 2022: 56421/02/08 february 2022: 56421/02/07 september 2021: 56421/02/06 august 2021: 56421/02/05 february 2021: 56421/02/04		
scale	1/800 (A3)	notes	1. erf 482020201 is the erf 56421, located in the green way 2. the portion 20 will serve as a service and road for erf 482020201 3. erf 482020201 is not approved 4. all dimensions are in meters 5. all areas are in square meters 6. all areas are in square meters 7. erf 482020201 is not approved 8. erf 482020201 is not approved 9. erf 482020201 is not approved 10. erf 482020201 is not approved		

GREENWAYS ESTATE

A Statutory body established in terms of Section 61 of the City of Cape Town Municipal Planning By-Law, 2014, implemented in terms of Section 2 of the Western Cape Land Use Planning Act, No. 3 of 2014 (“the Association”)

PROXY

I, _____ of _____ being a Member of the Association hereby appoint _____ of _____ or failing him, _____ of _____ or failing him, _____ of _____ as my proxy to vote for me on my behalf at the Annual General Meeting (as the case may be) of the Association to be held on the ____ day of _____ and at any adjournment thereof as follows:

	In Favour of	Against	Abstain
Resolution No.			
Resolution No.			
Resolution No.			

(indicate instruction to proxy by way of a cross in space provided above)

Unless otherwise instructed, my proxy will vote or abstain as he thinks fit.

Signed this _____ day of _____ 20__

(NOTE: A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his stead. Such proxy need not be a member of the Association).

SIGNATURE

ESTATE RULES

Members shall observe and abide by the following Estate Rules:

1. VEHICLES AND PARKING

1.1. Members shall:

- 1.1.1. observe any road signs or markings on the Common Areas;
- 1.1.2. not drive their vehicles within the Common Areas in any manner which creates a nuisance or is considered by the Exco not to be in the interests of safety;
- 1.1.3. not allow any unlicensed person to drive any vehicle within the Common Areas;
- 1.1.4. ensure that their visitors and guests do or refrain from doing likewise, as the case may be;
- 1.1.5. ensure that hooters shall not be sounded within the Estate other than in emergencies.

1.2. Vehicles may be parked only on such areas of the Common Areas as are specifically indicated or approved by the Association for that purpose and in such a way that the flow of traffic and access to and egress from garages, parking bays, carports or pathways is not obstructed. One vehicle may not occupy more than one parking bay, garage or carport.

1.3. Damaged vehicles and vehicles that are not in general use, or that drip oil or brake fluid on to the Common Areas or that are not roadworthy may not be parked on the Common Areas other than in such positions and for such short periods as may be approved by the Exco and with their prior written consent.

1.4. No trucks, caravans, trailers, boats or other heavy vehicles may be parked or stored on the Common Areas without the prior written consent of the Exco.

1.5. No person may wash, dismantle or effect major repairs to any vehicle on any portion of the Common Areas or on any exclusive use area, provided that Members and occupiers of Dwellings may wash their own cars at reasonable times in the normal course while such cars are parked in accordance with these rules.

1.6. Garage doors shall be kept closed at all times, except when the Member or occupier of the relevant Section or Residential Erf is personally present in the garage.

- 1.7. Exco may cause to be removed or towed away, at the risk and expense of the Member of the vehicle, any vehicle parked, standing, stored or abandoned in the Common Areas in contravention of these rules.
- 1.8. Garages, carports and parking bays shall be used only for the parking of motor vehicles and for no other purpose whatsoever, save with the prior written consent and approval of the Exco.
- 1.9. Parking of vehicles upon the Common Areas is subject to the express condition that every vehicle is parked at the Member's risk and responsibility and that no liability shall attach to the Developer, Association, the Exco or any of their agents, employees or contractors for any loss or damage of whatever nature which the Member, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the Common Areas.

2. **PETS**

- 2.1. The owner of a Unit shall not, without the consent in writing of the Exco (for which consent written request shall be made), keep any animal, reptile or bird in a Unit or on the Common Areas. The Exco is empowered to consider any such request on its own merits and with due regard to the municipal by-laws and the interests of other Members. When granting such consent, the Exco may prescribe any reasonable conditions. Any consent given by the Exco to house a pet may be revoked at any stage by Exco in its discretion and such consent shall not be transferable to any replacement pet.
- 2.2. Notwithstanding the above, and subject to the municipal by-laws, the owner of a Residential Erf shall be entitled to keep any animal, reptile or bird in his/her Residential Erf, provided that at no time shall there be more than 4 (four) animals, and no more than 2 (two) dogs allowed on each Residential Erf.
- 2.3. Members or occupiers of a Unit or Residential Erf shall not allow their pets to cause a disturbance at any time and shall be responsible for the removal of their pets' excrement from the Common Areas.
- 2.4. Pets shall be leashed or properly controlled when on the Common Areas.
- 2.5. Female pets on heat shall not be allowed anywhere on the Common Areas at any time.
- 2.6. A Member or occupier of a Unit or Residential Erf shall ensure that his pet, when making use of the Common Areas, wears a collar bearing a tag showing the address and telephone number of the relevant Member or occupier. In addition, a bell shall be fitted to the collar of a cat.

- 2.7. No pet shall be permitted to enter any building forming part of the Common Area, and/or any Facility, or to enter the water in the swimming pool, ponds, soakaways or fountains, if any.
- 2.8. Members or occupiers of each Unit or Residential Erf shall provide the Estate Manager with full details of any pet owned by them, including vaccination records which shall be updated from time to time.
- 2.9. Any pet found unaccompanied or unidentified on the Common Areas or otherwise in contravention of these rules may be removed by the Exco. Costs incurred as a result of such removal, such as capture and pound fees, shall be borne by the relevant Member or occupier. The Association, and its agents, employees or contractors, shall not be liable for any injury to any pet thus removed or for any loss so incurred by the Member or occupier, or by any other person.

3. **COOKING FIRES**

No cooking fires shall be permitted other than in the areas designated for such purposes.

4. **REFUSE DISPOSAL**

A Member or occupier of a Unit or Residential Erf shall ensure that before refuse is placed in a receptacle for refuse, wet refuse and broken glass is securely wrapped and tins and other containers completely drained.

5. **LITTERING**

A Member or occupier of a Unit or Residential Erf shall not deposit, throw, or permit or allow to be deposited or thrown on the Common Areas any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

6. **LAUNDRY**

- 6.1. A Member or occupier of a Unit or Residential Erf shall only be entitled to erect his/her own washing lines, or place or hang any washing or laundry or any other items in a designated area approved by the Architect on any part of the buildings or the Common Area where it is not visible from outside the buildings or from any other Section or Residential Erf.
- 6.2. Any washing hung out to dry is at the sole risk of the owner thereof.
- 6.3. Washing areas, if any, shall be kept locked, if possible, at all times.

7. **NOISE**

A Member or occupier of a Unit or Residential Erf shall ensure that he and his visitors or guests do not make or create undue noise or other disturbance. Quiet shall especially be observed between 13h30 and 15h30 and between 22h00 and 08h00.

8. **GARDENING**

8.1. The Association shall provide a garden maintenance service with respect to the gardens of the Common Areas and the Common Property of the Estate. The garden maintenance services will be made available to the Owners of Residential Erven, if requested by an Owner, at such Owner's costs.

8.2. No plant or flower may be picked from, nor any damage caused to, the garden areas on the Common Areas and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way without the prior written consent of the Exco.

8.3. Garden tools and other equipment shall not be kept in any place where they will be visible by other Members or on any portion of the Common Areas.

9. **WATER**

Collection of rainwater is permitted, provided that the design of such method is permitted and installed in terms of the Design Manuals and approved by the Association.

10. **FACILITIES**

10.1. Certain of the Facilities will only be available at specific times as determined by the Exco in conjunction with the Estate Manager.

10.2. The use of the Facilities for private functions is subject to an annual review by the Exco.

10.3. Boreholes situated on the Common Areas will be managed and administered by the Exco in its sole discretion. The Owners and occupiers of Residential Erven and Units shall not be entitled to use such boreholes without the express written consent of the Exco.

11. **MEMBERS' EMPLOYEES**

11.1. A Member or occupier of a Unit or Residential Erf shall inform the Estate Manager in writing of the identity of any person employed by such Member or occupier, and who is permitted by such Member or occupier to enter the Estate.

11.2. A Member or occupier of a Unit or Residential Erf shall:

- 11.2.1. be responsible for the activities and conduct of his/her employees and shall ensure that his/her employees understand all rules and shall ensure that they do not breach any rules, national legislation or local authority by-law which may affect the Estate; and
- 11.2.2. ensure that his/her employees do not cause undue noise within the Unit or Residential Erf, on Common Areas or elsewhere on the Estate;
- 11.2.3. any Member or occupier of a Unit or Residential Erf whose employee consistently fails to abide by these rules may be required to remove such employees from the Estate if so instructed by the Exco; and
- 11.2.4. no Member or occupier of a Unit or Residential Erf may request personal duties to be performed by any member of staff employed by the Association other than through the Estate Manager.

12. **SIGNS AND NOTICES**

No Member or occupier of a Unit or Residential Erf shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Area or in a Unit or Residential Erf, so as to be visible from outside or from other Units or Residential Erven on the Estate, without the prior written consent of the Exco first having been obtained.

13. **STORAGE OF DANGEROUS MATERIALS**

A Member or occupier of a Unit or Residential Erf shall not store any material, or do or permit or allow to be done, any other dangerous act in the buildings or on the Common Area which will or may vitiate any insurance policy taken out by the Association or increase the rate of the premium payable under any such policy.

14. **EXTERIOR OF DWELLINGS**

- 14.1. Subject to Rules 14.4, alterations, additions or decorations to the exterior of dwellings or to any portion of the Common Areas may not be made without the prior written consent of the Exco and then only upon the terms and conditions contained in such consent.
- 14.2. No radio/television aerials or satellite dishes may be attached to the exterior of the dwellings or the Manor House, without the prior written consent of the Exco and then only upon the terms and conditions contained in such consent. A satellite dish installed, or to be installed, at the Guardhouse will provide satellite connectivity for the Estate.
- 14.3. Requests for consent in terms of Rules 14.1 and 14.2 shall be made in writing to the Exco and shall be accompanied by plans and specifications showing the nature, kind, shape,

height, material, colour and location of the proposed alteration, addition or decoration or installation of the radio/television aerial or satellite dish, as the case may be.

- 14.4. A Member or occupier of a dwelling shall be obliged to maintain all alterations, additions or decorations made by him to the exterior of his dwelling or the Manor House in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 14.5. If an Member or occupier of a dwelling fails to comply with the provisions of Rule 14.4 and such failure persists for a period of 14 days after written notice to repair or maintain given by the Exco or the Estate Manager, the Association shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from such Member or occupier.
- 14.6. Notwithstanding any approval granted by the Exco, no alteration, addition or decoration to the exterior of a dwelling or Manor House may be undertaken until any permit or approval required from any authority has been obtained. It shall be the duty and responsibility of the Member or occupier of the dwelling concerned to obtain any such necessary permit or approval.
- 14.7. Should any alteration, addition or decoration obstruct any employee or contractor of the Association in performing any work on the Common Area or common services, the Member or occupier concerned shall be liable for any additional costs incurred by the Association in the performance of such work.

15. **INTERIOR OF DWELLINGS**

- 15.1. No structural alterations may be carried out to any dwelling situated on a Residential Erf or to any Unit by any Member or occupier without the prior written consent of the Exco, following which approval must be obtained by the relevant Member or occupier of the dwelling or Unit from the municipal authorities.
- 15.2. Any interior alterations shall be carried out at reasonable hours and shall not cause any undue disturbance to Members or occupiers of the Body Corporate or of neighbouring Residential Erven or the Body Corporate.
- 15.3. Interior repairs and maintenance of a dwelling of whatsoever nature are the responsibility of the Member or occupier of that Unit or Residential Erf.
- 15.4. A Registered Owner of a Unit or an occupier of a Unit may only hang curtains with white, off-white or grey lining behind the curtain, or white, off-white or grey blinds

16. **APPEARANCE FROM OUTSIDE, BUILDING WORK AND COMMON AREA**

- 16.1. The Member or occupier of a Unit or Residential Erf shall not place or do anything on any part of the Common Areas, including balconies, patios, verandas and gardens which, in the discretion of the Exco, is aesthetically displeasing or undesirable when viewed from another portion of the Estate.
- 16.2. Members are referred to clause 25 of the Constitution which deals with situations where Members wish to make any changes to any of the structures on a Unit or Residential Erf (the clause refers to, inter alia, work such as painting the house, changing the windows or doors; extensions to any structure, installation of accessories such as pergolas or awnings, building a boundary wall or planting vegetation that would have the same effect and so on) (“renovations”). Without limiting the Association’s rights in terms of that clause in any manner, Members are obliged to obtain approval from the Exco before commencing any such renovations, and are required to comply with all obligations placed on them in terms of clause 25 of the Constitution.
- 16.3. Members are referred to clause 27 of the Constitution which deals with the manner in which Members are entitled to make use of the Facilities.

17. **SECURITY**

- 17.1. Access to and egress from the Estate shall be controlled and monitored through access controlled security systems which may include remote controls, an intercom system and biometric controls.
- 17.2. The Exco may from time to time make additional rules in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the Members.
- 17.3. For the purpose of biometric controls, Registered Owners and/or occupiers hereby give consent to their personal information being stored by the Association (and any service provider appointed to oversee and/or implement security controls), provided that such personal information is managed, stored and processed in accordance with the relevant legislation governing the protection of such information from time to time.

18. **GENERAL**

Neither the Association, the Exco, the Estate Manager, nor any of their agents, employees or contractors shall be liable for any loss (including consequential loss) injury, loss of life or damage to person or property of any nature whatsoever which any Member, lessee or other occupier of a Unit or Residential Erf or any member of his family, his employee, agent, contractor, servant, visitor,

invitee or guest may sustain, directly or indirectly, in or about the Common Area, its amenities or in the individual Units or Residential Erven or for any act done or for any neglect on the part of the Association, the Exco, the Estate Manager or any of their agents, employees or contractors.

19. **FINES**

19.1. For the enforcement of any of the rules made by the Exco in terms of this clause, or of any of the provisions of the Estate Rules or the Constitution generally, the Exco may:

19.1.1. give notice to the Member concerned requiring him to remedy such breach within such period as the Exco may determine; and/or

19.1.2. take or cause to be taken such steps, as they may consider necessary to remedy the breach of the rule or provision of which the Member may be guilty, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be a debt owing by the Member concerned to the Association; and/or

19.1.3. take such action including the imposition of a fine, or proceedings in court, as they may deem fit.

19.2. Should the Exco institute any legal proceedings against any Member or resident on the Estate for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as between attorney and own client, including tracing fees and collection commission.

19.3. In the event of any breach of the rules by the Members or any Member's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, who shall be jointly and severally liable with such wrongdoer to and in favour of the Association. However, without prejudice to the foregoing, the Exco may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.

19.4. Notwithstanding anything to the contrary herein contained, the Exco may in the name of the Association enforce the provisions of any rules by criminal action or civil application or action in a court of competent jurisdiction and for this purpose may appoint attorneys and counsel, as they may deem fit.

NOTIONAL PARTICIPATION QUOTA SCHEDULE

DESCRIPTION		ERF NUMBER	PORTION NUMBER	M ²	EXPENSE APPORTIONMENT
THE VILLAS	FREE STANDING HOUSE	180368	1	1058	67,1% OF THE HOA BUDGETED EXPENSES SPLIT EQUALLY BETWEEN THE 12
	FREE STANDING HOUSE	180369	2	1409	
	FREE STANDING HOUSE	180370	3	1609	
	FREE STANDING HOUSE	180371	4	1185	
THE MEADOWS	FREE STANDING HOUSE	180372	5	594	
	FREE STANDING HOUSE	180373	6	633	
	FREE STANDING HOUSE	180374	7	659	
THE GLADES	FREE STANDING HOUSE	180383	14	898	
	FREE STANDING HOUSE	180384	15	1035	
	FREE STANDING HOUSE	180385	16	720	
	FREE STANDING HOUSE	180386	17	712	
	FREE STANDING HOUSE	180387	18	1016	
THE TERRACES	DUPLEX HOUSE	180375	8	494	24,9% OF THE HOA BUDGETED EXPENSES SPLIT EQUALLY BETWEEN THE 6
	DUPLEX HOUSE	180376	9	383	
	DUPLEX HOUSE	180377	10	383	
	DUPLEX HOUSE	180378	11	383	
	DUPLEX HOUSE	180379	12	383	
	DUPLEX HOUSE	180380	13	383	
BODY CORPORATE	MANOR HOUSE	180381	19	3245	8,00%
				17182	100,00%