



Constitution of LANGEBAAN MANOR HOME-OWNERS' ASSOCIATION

1. NAME

The name of the Association is the **LANGEBAAN MANOR HOME-OWNERS' ASSOCIATION**, which will be an association as contemplated in regulation 7 issued under the Housing Development Schemes for Retired Persons Act 65 of 1988 read with section 29 of the Land Use Ordinance 15 of 1985 of the Western Cape.

2. DEFINITIONS

In this constitution, unless the context indicates the contrary:

- 2.1 **"the Act"** means the Housing Development Schemes for Retired Persons Act 65 of 1988, as amended from time to time.
- 2.2 **"Accredited Estate Agent"** means the estate agency appointed by the Developer during the Development Period to undertake sales and letting of properties from within the Scheme as well as any other agents working in association with such agency, all of whom are to be duly registered with the Estate Agencies Affairs Board (or its assigns contemplated in terms of the Property Practitioners Act no 22 of 2019) and be in possession of a valid fidelity fund certificate as required by such body. After the Development Period the on-site Estate Agency shall be appointed by the Association. All Accredited Estate Agents shall be obliged to fully comply with the criteria and conditions of this Constitution, as well as the Rules and any specific policy document that may be issued by the Exco on behalf of the Association in such regard.
- 2.3 **"Assisted Living Apartments"** mean any apartments or wards immediately adjacent to the "Health Care Facility" that has been designated, designed and equipped by the Developer or Operator exclusively for occupation by individuals requiring a higher level of care and service from the Operator, than would normally be provided by the Operator to Occupants in terms of the Basic Care Agreement, irrespective of whether such apartments or wards are indicated as convectional title or as Sectional Title Units that form part of the Housing Development Scheme.
- 2.4 **"the Association"** or **"Management Association"** shall mean the LANGEBAAN MANOR HOME OWNERS' ASSOCIATION.
- 2.5 **"Basic Care Agreement"** shall mean an service agreement entered into between the occupant of a Dwelling, or Residential Unit, and the Operator in terms of which each such occupant will be entitled to enjoy 4 (four) meals per month at the Hospitality Centre, as well as access to a weekly health monitoring service in the Health Care Facility, which will be limited to the monitoring of blood pressure, temperature, blood glucose levels, heart rate and the keeping of records thereof.
- 2.6 **"the Committee"** or **"Exco"** refers to the Executive Committee elected in terms of item 10 and 11.
- 2.7 **"Completion Date"** means the date upon which the entire development scheme has been constructed according to the Development Plan (excluding any houses) and the Developer holds

title to less than 20% (Twenty) percent of the number of properties in the scheme, excluding Residential Units. The period prior to the Completion Date will be referred to as the **Development Period** in this constitution.

- 2.8 **"Council"** shall mean the Saldanha Municipality.
- 2.9 **"Developer"** means Butibix Proprietary Limited Registration No. 2006/029133/07, or its assigns as the owner registered owner of the Land.
- 2.10 **"Development Period"** means the period from inception of the Association until the Completion Date, or such earlier occasion as the Developer may relinquish the rights conferred upon it in terms of this Constitution in writing.
- 2.11 **"Dwelling"** shall mean a completed residential house as constructed by an owner of a Scheme Erf in terms of the Building Regulations.
- 2.12 **"General Areas"** means those portions of land within the Housing Development Scheme that are not capable of private ownership and includes the road and road reserves as well any sectional title units registered in the name of the Association as well as any communal facilities for the use of all Members, such as sectional title common property serving the Health Care and Hospitality Centre, as well as all undeveloped common property of the Sectional Title Development, to the extent that it is not subject to a real right of extension in favour of the Developer or its assigns or to any exclusive right of usage by a Member.
- 2.13 **"The Housing Development Scheme"** or **"Scheme"** shall the development of Erf 5822, Langebaan in the Saldanha Municipality, Western Cape Province, inclusive of the private road and private open spaces and any sectional title scheme registered upon any subdivided portion thereof.
- 2.14 **"Housing Interest"** will have the same meaning ascribed thereto in terms of the Act and includes in the context of this Constitution all Dwellings, Residential Units as well as all other buildings that have been designed and are designated to be used for human occupation irrespective whether as Life Right Occupation or as Assisted Living Units;
- 2.15 **"Inaugural Rules and Regulations"** means those rules and regulations imposed by the Developer.
- 2.16 **"Land"** means portion of Portion 2 of the farm Meeuweklip No. 293 at Langebaan in the Saldanha Municipality;
- 2.17 **"Life Right Occupation"** means a right of occupation as is envisaged in terms of Section 4A to 4C of the Act.
- 2.18 **"Managing Agent"** means an entity duly registered as a Property Practitioner as defined in the Property Practitioners Act and duly registered with the Property Practitioners Regulatory Authority in terms of such Act and who has been appointed either by the Developer, on behalf of the Association during the Development Period to undertake the functions of the Association, or by the Association after such period.
- 2.19 **"Management Regulations"** means regulations 7 to 14 of the Regulations.
- 2.20 **"Member"** shall mean a Member as defined in item 3 hereof.
- 2.21 **"Nominated Occupant"** means a retired person other than a Member or a Member's spouse who is occupying a Dwelling or Unit, with or without a spouse, with the written consent of the Exco in terms of this Constitution.
- 2.22 **"Operator"** means that person or entity that will be contractually entitled and responsible to provide hospitality, frail- and other care services and facilities to occupants within the

development scheme, providing a measure of security and care and without which no meaningful occupation of a Dwelling or Residential Unit, within the context of a retirement village, will be possible.

- 2.23 **“Operator Service Level Agreement”** means such Agreement as will be concluded between the Developer and the Operator setting out rights and obligations, as well as the expectation of Members on the one side as represented by the Exco, and the Operator on the other side, with regards to the services to be provided within the Health Care and the Hospitality Centres and upon which terms, without prescribing the applicable tariffs. A restriction on alienation will be registered against the Title Deeds of the relevant properties, from within which such services are to be offered, in favour of the Association to ensure perpetual availability of such facilities to Members. The consent by the Association may not be unreasonably withheld if the entity acquiring such facility ensures that the facilities will remain available for the purpose intended. After the Completion of the Scheme, the terms of such agreement may be altered or replaced by agreement between the Operator and the Exco acting under authority of a Special Resolution of Members.
- 2.24 **“Ordinance”** means the Land Use Planning Ordinance 15 of 1985 of the Western Cape Provincial Government (generally known as “LUPO”).
- 2.25 **“Person”** shall include a company, close corporation, club, trust, partnership or other association of persons entitled by law to hold title to immovable property.
- 2.26 **“Regulations”** means the regulations issued under Government Notice GN R1351/1989 in terms of the Act.
- 2.27 **“Republic”** refers to the Republic of South Africa as described in the Constitution of said Republic.
- 2.28 **“Resident”** or **“Occupant”** shall mean any Member or Nominated Occupant of a Dwelling or Residential Unit within the Scheme.
- 2.29 **“Residential Unit”** shall mean any of the Sectional Title Units forming part of the Housing Development Scheme that has been designated, designed and equipped for occupation by individuals, with or without a spouse, but excludes all Assisted Living Apartments, or units within the Health Care and Hospitality Centres, whether such may be capable of residential occupation or not.
- 2.30 **“Sectional Title Development”** means any part of this Housing Development Scheme that is being developed and or marketed in terms of a Development Scheme in terms of the Sectional Titles Act (95 of 1986).
- 2.31 **“Services Servitude”** shall mean any condition imposed by the Council in terms of all services servitudes and road reserves within the Housing Development Scheme.
- 2.32 **“Scheme Erf”** shall mean any one of the single residential erven within the Scheme, whether improved with a Dwelling or not.
- 2.33 **“spouse”** in relation to any person, means the partner of such person-
- (i) in a marriage or customary union recognised in terms of the laws of the Republic of South Africa;
 - (ii) in a union recognised as a marriage in accordance with the tenets of any religion; or
 - (iii) in a same-sex or heterosexual union which is according to a written statement, by both parties to such relationship, intended to be permanent;
- 2.34 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 two genders.

- 2.35 When any number of days is prescribed in this Constitution, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.36 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 2.37 Annexures to this Constitution are deemed to be incorporated in, and form part of, this Constitution.

3. ESTABLISHMENT, OBJECTIVES AND LEGAL CAPACITY *[Regulation 7(a) to (d)]*

- 3.1 With effect from the date on which the Developer first alienates a Housing Interest by transferring ownership thereof to a purchaser of a property in this Scheme, there shall be deemed to be established a Housing Development Scheme, the LANGEBAAN MANOR HOME-OWNERS' ASSOCIATION, of which the Developer and such purchaser are Members, and every person to whom thereafter a Housing Interest is alienated shall be a Member of that Management Association.
- 3.2 The Management Association shall be responsible for the enforcement of the Inaugural Rules And Regulations and any changes thereto, referred to in item 5.1.15 *[regulation 9 (1) (o)]*, and the control, administration and management of the Housing Development Scheme, the land, the common property, facilities and services for the benefit of all Members. The Association shall furthermore be entitled to determine, impose and collect fines for non-compliance by and from Members, for transgressions of any of the Rules or Regulations imposed under this Constitution, as envisaged in such Rules and Regulations.
- 3.3 The provisions of the Companies Act, 2008 (Act No. 71 of 2008), shall not apply in relation to the Management Association.
- 3.4 The Management Association will be a Corporate Body and shall have perpetual succession and shall be capable of suing and being sued in its corporate name in respect of—
- 3.4.1 any contract made by it;
 - 3.4.2 any damage done to the land, the common property or facilities;
 - 3.4.3 any matter in connection with the Housing Development Scheme, the land, the common property, facilities or services for which the Management Association is responsible; and
 - 3.4.4 any matter arising out of the exercise of its powers or the performance or non-performance of its functions under this Act or any rules referred to in item 5.1.15 *[regulation 9 (1)(o)]*.
- 3.5 No Member in his personal capacity will have any right to the title or interest to or in the property, funds or assets of the Association and which property funds or assets will vest in the Association and will be managed by the Exco in terms hereof.
- 3.6 The Management Association will not be an Association for gain but be for the benefit of the owners and occupants of immovable property situated within the Housing Development Scheme.

4. DUTIES *[Regulation 8 (1) & (2)]*

- 4.1 Subject to any restriction imposed or direction given at a general meeting of Members, it shall be the duty of the Management Association -
- 4.1.1 to insure the building or buildings relating to the Housing Development Scheme and keep it insured to its replacement value against fire; *[Regulation 8 (a)]*
 - 4.1.2 to insure against such other risks as the Members may by special resolution determine;
 - 4.1.3 to maintain the common property and all accommodation and to keep it in a state of good and serviceable repair;

- 4.1.4 to comply with any notice or order by any competent authority requiring any repairs to or work in respect of the relevant land or buildings;
 - 4.1.5 to ensure compliance with any laws relating to the common property or to any improvement on land comprised in the common property;
 - 4.1.6 control, manage and administer the common property for the benefit of all Members;
 - 4.1.7 keep in a state of good and serviceable repair and properly maintain the plant, machinery, fixtures and fittings, including elevators, used in connection with the common property;
 - 4.1.8 subject to the rights of the local authority, maintain and repair, including renewal where reasonably necessary, pipes, wires, cables and ducts existing on the land and capable of being used in connection with the enjoyment of more than one accommodation or of the common property;
 - 4.1.9 on the written request of any Member or registered mortgagee, in respect of a Housing Interest to produce to such Member or mortgagee, or any person authorized in writing by such Member or mortgagee, the policy or policies of insurance effected by the Management Association and the receipt or receipts for the last premium or premiums in respect thereof;
 - 4.10 to enforce the rules referred to in regulation 9 (1) (o); and
 - 4.11 to keep a register of Members in such manner as the Management Association decides.
- 4.2 The Management Association shall for the purpose of effecting any insurance under item 4.1.1 [*sub-regulation (1) (a)*], be deemed to have an insurable interest in the replacement value of the building and shall, for the purpose of effecting any other insurance under that subsection, be deemed to have an insurable interest in the subject matter of such insurance.

5. POWERS [*Regulation 9 (1) to 9 (7)*]

- 5.1 Subject to any restriction imposed or direction given at a general meeting of Members, the Management Association shall have the power—
- 5.1.1 to establish for administrative expenses a levy fund sufficient, in the opinion of the Management Association for the repair, upkeep, control, management and administration of the Housing Development Scheme, accommodation, land, common property, and the building or buildings relating thereto, including a reasonable provision for future maintenance and repairs, for the payment of rates and taxes, for the supply of electric current, gas, water, fuel and sanitary and other services to the building and land and any premiums of insurance, and for the discharge of any obligation of the Management Association;
 - 5.1.2 to require from the Members whenever necessary, to pay the levy for the purposes of satisfying any claims against the Management Association;
 - 5.1.3 to determine from time to time the amounts to be raised for the purposes aforesaid;
 - 5.1.4 to raise the amounts so determined by requiring the Members to pay the levy in terms of item 8 hereunder (regulation 14);
 - 5.1.5 to open and operate a current account and a savings account with a banking institution or a building society;
 - 5.1.6 to appoint employees as it may deem fit;
 - 5.1.7 to purchase, hire or otherwise acquire movable property for purposes of the operation of the Housing Development Scheme;
 - 5.1.8 to expand the facilities and services;
 - 5.1.9 to borrow money required by it in the performance of its duties or the exercise of its powers;
 - 5.1.10 to secure the repayment of money borrowed by any manner permitted in law, including the cession of any unpaid levies whether due and payable or not, or by suretyship or by encumbering any property vested in the Management Association;
 - 5.1.11 to invest any money of the fund referred to in paragraph 5.1.1;
 - 5.1.12 to enter into an agreement with the local authority or any person or body for the supply to any building and the land of electric current, gas, water, fuel and sanitary and other services;
 - 5.1.13 to enter into an agreement with any Member for the provision of amenities or services by him to the accommodation relating to such Housing Interest or to the Member or occupier thereof;
 - 5.1.14 to do all things reasonably necessary for the enforcement of the rules referred to in paragraph 5.1.15 and the control, management and administration of the common property;
 - 5.1.15 to make rules for the conduct of Members, which rules shall not be in conflict with the Act or a

- regulation, shall be reasonable, and shall apply equally to all Members in respect of accommodation put to substantially the same use;
- 5.1.16 to appoint a committee of the Management Association, which, subject to the directions of the Management Association, shall exercise all the powers and perform all the functions conferred upon it by the Management Association and which committee shall meet and conduct its affairs as the committee may from time to time decide; and
- 5.1.17 to prohibit the transfer or any alienation of any Housing Interest as provided for in item 18 hereof.
- 5.2 Any contribution levied under any provision of sub-regulation (1) shall be due and payable on the passing of a resolution to that effect by the Management Association and may be recovered by the Management Association by action in any court including any magistrate's court of competent jurisdiction, from persons who are Members at the time such resolution is passed.
- 5.3 The Management Association shall on the application of a Member, or any person authorized by such Member, certify in writing—
- 5.3.1 the amount determined as the contribution of that Member;
- 5.3.2 the manner in which such contribution is payable;
- 5.3.3 the extent to which such contribution has been paid by that Member; and
- 5.3.4 the amount of any rate paid by the Management Association and not recovered by it.
- 5.4 The Management Association shall have the right to assign or cede to the Managing Agent any of its rights and duties in terms of these regulations.
- 5.5 All general meetings other than the annual general meeting of the Management Association shall be called special general meetings and annual general meetings shall be held once every year subject to periods set out in item 12.2 hereof.
- 5.6 At all meetings of the Management Association matters shall be determined by a simple majority vote of those present in person or by proxy and a Member shall, on a show of hands have one vote, or on a poll, one vote for each Housing Interest alienated to such Member.
- 5.7 The Management Association shall determine:
- 5.7.1 the matters relating to meetings of Members and proceedings at such meetings, and until such determination the following shall apply—
- 5.7.1.1 at least 14 (fourteen) days' notice of every general meeting, specifying the place, within the magisterial district where the Housing Development Scheme is situated, the date and hour of the meeting, and in the case of special business the general nature of such business shall be given in that notice to all Members, the Developer and the Managing Agent;
- 5.7.1.2 the following business shall be transacted at an annual general meeting—
- 5.7.1.2.1 the approval with or without amendment of the budget referred to in item 6 [regulation 12(1)];
- 5.7.1.2.2 the election of the committee referred to in sub-item 5.1.16 [sub-regulation 9 (1) (p)];
- 5.7.1.2.3 any special business of which due notice has been given; and
- 5.7.1.2.4 the determination of the *domicilium citandi et executandi* of the Management Association.
- 5.7.2 No business shall be transacted at a general meeting unless a quorum of Members is present in person or by proxy at the time when the meeting proceeds to commence business, and a quorum shall be at least one third of all Members well as one representative of the Developer during the Development Period and one representative of the Operator thereafter.
- 5.7.3 The chairman of the committee envisaged in item 5.1.16 [sub-regulation 9(1) (p)] shall preside at every general meeting of the Management Association.

6. ACCOUNTS *[regulation 12]*

- 6.1 The Management Association shall prepare, or cause to be prepared, for each fiscal year of the Management Association, a detailed budget of expected income and expenditure of the Management Association, in connection with the proper control and operation of the relevant Housing Development Scheme, for the following year, including a reasonable provision for future maintenance and repairs, and shall have such budget approved at the Management Association's annual general meeting.
- 6.2 The budget for each fiscal year shall be made available to all Members as owners of Housing Interests at least 14 (fourteen) days prior to the date of the Management Association's annual general meeting.

7. RATE OF INTEREST *[regulation 13]*

The rate of interest for the purposes of section 8 (1) (a) (i) of the Act, shall be the rate of interest prescribed from time to time in terms of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975).

8. LEVY CONTRIBUTIONS *[regulation 14 (a) and (c)],*

- 8.1 Subject to items 8.2, hereunder, the liability of a Member to pay the levy for the purposes of item 5.1.1 above *[regulation 9 (1) (a)]*, shall be a percentage, expressed to 4 decimal places, and arrived at by dividing the floor area, correct to the nearest square metre, of the accommodation, into the floor area, correct to the nearest square metre, of all the accommodation in the Housing Development Scheme.
- 8.2 The Developer shall, however, not be required to pay levies as set out in items 8.1 on any Dwelling or Residential Unit which is owned by it until such time as an occupation certificate has been issued relating thereto in terms of the Building Rules and Regulations.

9. MEMBERSHIP

- 9.1 Membership of the Association in accordance with item 3.1 *[regulation 7]* shall be evidenced by registered ownership in the Deeds Registry, Cape Town, of one or more Housing Interest with the express provision that no holder of Life Right Occupation or occupant of an Assisted Living Apartment will become a Member of the Association as a result thereof.
- 9.2 Upon registration of ownership of the Housing Interest in the name of a purchaser, Membership of the Association by such purchaser shall be automatic and obligatory and Members shall be obliged to comply with the provisions of this constitution and the rules thereunder in terms of item 5.1.15.
- 9.3 No Member shall be entitled to cease to be a Member of the Association while remaining the registered owner of a Housing Interest.
- 9.4 Membership shall be transferred by the registration of a deed of transfer in the Deeds Registry, Cape Town, passing transfer of ownership of one or more Housing Interest from the previous owner to the present owner.
- 9.5 Each Member shall be entitled to 1 (One) vote for each Housing Interest of which he or she is the registered owner in the Housing Development Scheme. Ownership of a Housing Interest will entitle the owners thereof to only one Membership, which Membership will be represented by one person the terms of item 12.1 hereunder.
- 9.6 Each Member shall be jointly liable together with all the other Members for expenditures incurred in connection with the Association upon the understanding that Members will have claims against other Members for compensation to the extent any of them may have been held liable for more than his or her pro rata contribution to such expenses as are determined in the Management Regulations.

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

10. COMMITTEE

The powers of the Association, except where it has to be executed by the General Meeting, must be executed by the Executive Committee (Exco).

11 EXECUTIVE COMMITTEE

- 11.1 The Committee envisaged in item 5.1.16 [*Regulation 9(1)(p)*] will be known as the Exco and will comprise the following:

11.1.1 The number of Exco Members will be determined from time to time in the Annual General Meeting with the provision that there will at no stage be more than 7 (Seven) Members of which at least 50% (Fifty per centum) plus one is to be nominated by the Developer for the duration of the Development Period.

11.1.2 The address of the Exco will be advised after the inaugural meeting of the Association.

11.2 Election by Annual General Meeting:

- 11.2.1 Subject to provisions of item 11.2.2 and 11.2.3, only Members may be elected as Members of the Exco. Such Members are elected for a period of 1 (One) year at a time. The elections are held annually at the Annual General Meeting to elect persons for the vacancies that might have arisen by the end of the terms of serving Members or for whatever reason. A retiring Member may only be re-elected for one further term of two consecutive terms of 1 (One) year each. Members will be elected by means of a secret ballot.
- 11.2.2 Members may nominate their spouses, in the case of natural persons and their legal representatives such as a director, Member or trustee in the case of Legal Person (duly authorised by written authority by such Members) who will be eligible for election as Members of the Exco.
- 11.2.3 Committee Members representing the Developer as Exco Members during the Development Period need not be Members of the Association as such.
- 11.2.4 Nominations of candidates for election on the Exco on any meeting shall be undertaken in writing and be signed by 2 (Two) Members and shall contain the name of the nominated candidate and lodged at the domicilium of the Association by no later than before the start of such meeting.
- 11.2.5 The Exco Members may fill any vacancy or co-opt Members with understanding that the number of Exco Members may not be more than 7 (Seven), subject to item 11.2.6 below. Any Exco Member that is appointed shall remain in office only until the next Annual General Meeting when he will be available for re- election. Any Exco Member that is co-opted in the place of a Member whose service has come to an end before the end of his term, for whatever reason, will coincide with a service term of the Member in whose place he has been co-opted.
- 11.2.6 Notwithstanding anything to the contrary contained in this constitution the Developer will at all times during the Development Period have the absolute right to appoint the

number of the Exco Members as envisaged in 11.1.1.

11.3 The office of a Member of the Exco will be **terminated** when:

- 11.3.1 he gives written notice as such to the Exco;
- 11.3.2 he has become mentally disturbed;
- 11.3.3 he has surrendered his estate as insolvent or if he has been sequestered;
- 11.3.4 he has been found guilty of an offence where dishonesty is an element;
- 11.3.5 he has been absent from more than 3 (Three) consecutive meetings of the Exco without permission;
- 11.3.6 he has been removed from office by a decision of the General Meeting;
- 11.3.7 he is no longer a Member.

11.4 **Meetings and procedures:**

- 11.4.1 Members of the Exco may give notice of meetings, meet for the conclusion of business, adjourn or arrange their meetings as they may deem fit. It will not be necessary to give notice of a meeting to any Member of the Exco if he is not within the republic.
- 11.4.2 Any Member of the Exco may convene a meeting of the Exco by giving at least 5 (Five) days' notice of the meeting proposed by him to the other Members of the Exco of which the reason for the calling of such meeting is set out for the understanding that in urgent matters shorter notice may be given, depending upon the circumstances.
- 11.4.3 A quorum of the Exco will be made up by 50% (Fifty Percent) of the number of Members plus 1 (One). Should there not be a quorum present at any meeting after 30 (Thirty) minutes after the pre-determined time of the meeting, such meeting will be adjourned until the next business day at the same time.
- 11.4.4 At the commencement of the first meeting of the Exco after each Annual General Meeting, the Members of the Exco will elect a chairman from their midst who will bear office until the end of the next Annual General Meeting. Such chairman will have a casting vote. When any chairman steps down from office or if his term is terminated by the Members at a General Meeting, the Members of the Exco will elect another chairman who shall be in office for the remaining period for which his predecessor was elected for and he will have similar voting rights.
- 11.4.5 All matters on any meeting of the Exco will be determined by a simple majority of the Member's present taking part in the vote.
- 11.4.6 The Members of the Exco may from time to time appoint a person as secretary of the Association to undertake the normal functions of a secretary and to attend all meetings and to keep minutes thereof.

11.5 **Powers of the Exco:**

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

- 11.5.1 To set applicable standards for community life and to manage and maintain the property in the Housing Development Scheme.
- 11.5.2 The exercise of all acts necessary to attain the objectives as set out herein, whether expressly or impliedly.
- 11.5.3 The investment and reinvestment of funds of the Association that is not immediately required upon such a way as they may determine from time to time.

- 11.5.4 To operate a banking account with all powers required by such institution.
- 11.5.5 To draft, enter into and to give effect to agreements or contract to the benefit of the Association.
- 11.5.6 To employ and remunerate agents, employees and other parties.
- 11.5.7 To institute legal action in the name of the Association or to defend any action against the Association and to appoint a legal representative for such purposes. In the particular, and without limiting the generality of the aforesaid, to have a right to issue summons against Members for the payment of arrear levies and/or for the execution of their duties in terms of the constitution, the cost of which would be for the account of the particular Member.
- 11.5.8 To from time to time amend, replace, or add to the Inaugural Rules and Regulations where and when necessary, but subject to the written approval thereof by the Developer during the Development Period, which amended, replacement or additional rules and regulations will be applicable on all Members and Occupants of the Housing Development Scheme to accomplish the objectives of the Association.
- 11.5.9 To ensure that no renovations, additions or alterations to Dwellings or Residential Units in the Housing Development Scheme are undertaken without the written approval of the Exco as spelt out in the Building Rules and Regulations. Before approval of additions or alterations the Exco is to ensure that the proposed works will fit in with the architectural design and building criteria (guide) of the Housing Development Scheme which forms part of this Constitution and that similar building materials are used in the construction and, in particular, to ensure that the exterior design and maintenance of such buildings as well as the materials and colours used thereon are of such nature that it ensures a decent and aesthetically acceptable character of the Housing Development Scheme. In this regard the Exco is authorised to appoint a registered practising architect to advise them on any issue in this regard and recover the costs of such architect from the applicant requesting approval for additions or alterations to its dwelling. The Exco will furthermore be entitled to demand that each such applicant pay the scrutiny fee of the Architect in advance. The decision of the Exco in this regard will be final and the fee will not be repayable in the event of the application not being approved.
- 11.5.10 The authority of the Exco in exercising their duties is limited to amounts and contract-periods as decided by the General Annual Meeting. For any amount and/or contracts, and/or law-suits exceeding the authorised amounts, a Special General Meeting must be convened for approval amendment or disapproval of the amount, contract or law-suit.

11.6 **The validity of acts by all Members of the Exco**

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

11.7 **Remuneration**

Members of the Exco will be entitled to repayment of all reasonable and *bona fide* expenses incurred by them in connection and coherent with the exercise of their duties as Members of the Exco, except as otherwise approved by the Members of the Association at a General Meeting provided, however, that no Member of the Exco will be entitled to any remuneration, fees or salary for the execution of his duties. No Member of the Exco or his family will be entitled to enjoy the benefits of a contractual relationship with the Exco or the Association.

11.8 **Indemnity**

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

12. GENERAL MEETINGS

12.1 The Developer shall convene a meeting of the Members of the Management Association, not later than 60 (sixty) days after the deemed date of establishment of the Management Association, at which meeting he shall furnish the Members with a certificate from the local authority within whose jurisdiction the land is situated, to the effect that all rates and taxes due in respect of the land up to the date of the establishment of the Management Association have been paid.

12.2 Over and above the First General Meeting referred to in item 12.1 [Regulation 10] the Members of the Association will hold 1 (One) Annual General Meeting each year, as prescribed in Regulation 9(5) at such time and place, which shall not be further than 5 (Five) kilometres from the Housing Development Scheme. The said time and place of the Annual General Meeting shall be determined by the Exco, but in such a manner that no more than 15 (Fifteen) months will pass in between 2 (Two) consecutive meetings. The matters to be dealt with at the Annual General Meeting will include the following:

- 12.2.1 A report on the matters of the Association, including an operational budget for the following year;
- 12.2.2 The acceptance of the balance sheet and accounts of the previous financial year;
- 12.2.3 The consideration of any proposal affecting matters of the Association or which due notice was given;
- 12.2.4 The election of Members of the Exco;
- 12.2.5 Any matters of which due written notice was given at least 21 (Twenty One) days prior to the date of such meeting.

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

12.4 Special General Meetings:

The Exco may call a General Meeting when it is deemed to be in the interest of the Association which will be known as Special General Meetings in accordance with item 5 [Regulation 9(5)].

12.5 Legality of meetings:

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

12.6 Requirements:

No matters will be discussed at any meeting unless a quorum as defined in item 5 .7.2 [Regulation 9(7)(b)] is present. All meetings, procedures and notices have to comply with item 5 [Regulation 9(7)].

12.7 Adjournment:

If a quorum is not present within 30 (Thirty) minutes from the time stipulated for the commencement of the meeting, such meeting should, if convened at the request of Members, be cancelled. In all other cases, it will be adjourned until the corresponding day of the next week at the same time and to be held at the same place and if there is no quorum at such reconvened meeting within half an hour of time stipulated for such meeting, then the Members present at such meeting will form a quorum. All Members of the Association must receive notice of such an adjournment of the meeting.

12.8 Chairperson:

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

12.9 Voting:

At all General Meetings any motion that is tabled, shall be put to the vote immediately in accordance with the principals set out in item 5.6.

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

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

12.10 Incapacity:

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

12.11 Co-ownership:

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

12.12 Proxy:

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

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

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

12.13 Company/Trust/ Close Corporation:

Any company/trust/close corporation that is a Member of the Association may authorise by a resolution of its board of directors/trustees/members or any other management institution, any director, trustee or member to represent it at any meeting of the Association and the person thus authorised shall be entitled to the same powers that the company he is representing would have had, had it been a natural person.

12.14 Disqualification:

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

13 FINANCES AND LEVIES

13.1 The Association, through the Exco, will have the authority, subject to any conditions or guidelines imposed by the General Meeting, to impose and administer a levy fund for administrative expenses that will be sufficient in the view of the Exco to cover all costs and expenses in attaining the objectives of the Association in accordance with item 5 [Regulation 9]. The levy as imposed will be determined in accordance with item 8 [Regulation 14 (a)] and be payable in 12 (Twelve) monthly instalments by each Member.

13.2 The Association will furthermore receive the levy stabilisation contributions payable by Members in terms of item 19 of this Constitution, if and when implemented as part of the general funds of the association.

13.3 The Exco will in any financial year be entitled to impose one special levy not to exceed the monthly levy as was approved of by the Association in General Meeting for that particular financial year without having to obtain further authority from the Members of the Association.

14. ACCOUNTING RECORD

14.1 The Exco will ensure that proper accounting records of all administration and finances of the Association are held at the domicilium of the Association or such other place/s as may be required and it will produce annually an audited balance sheet and income statement as prescribed in the Management Regulations.

14.2 The Exco will be obliged to table an audited balance sheet and income statement for approval to the Association at a General Meeting.

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

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

15. SERVICES SERVITUDE AND ACCESS CONTROL

15.1 All Members of the Association will at all times be bound by the conditions imposed by Local Authority in respect of any or all services servitudes.

15.2 The Association shall be obliged to unconditionally grant undisturbed access and egress to every legitimate occupant of a Housing Interest within the development to the public road system by means of the shortest route along the internal road of the scheme and back. Such right of access and egress is to be extended by the Association on a security controlled basis to all bona fide visitors to Scheme Occupants and the Health Care Facility and Hospitality Centre as well as for staff and workers at such facilities, subject to such other reasonable access control measures as would be necessary to ensure that the security integrity of the Scheme is not compromised.

16. AGE RESTRICTION, LETTING AND OCCUPATION

- 16.1 Save as specifically permitted under or pursuant to the Act or these rules, no person other than a retired person and his or her spouse may occupy or reside in a Housing Interest within the Scheme.
- 16.2 Subject to the provisions of these rules, only the owner and their spouse/s (if applicable) or the nominated occupant(s) and their spouse/s (if applicable), all as approved in writing by the Exco in terms of these rules, may occupy or reside in a Housing Interest in the Scheme.
- 16.3 No owner or legal occupant of Housing Interest shall let or grant any right of occupancy in respect of such Housing Interest, other than to his or her spouse, without the written consent of the Exco, who may attach reasonable conditions to their consent, but may not unreasonably withhold it if the person for whom the consent is sought is a retired person with or without a spouse.
- 16.4 To obtain the written consent of the Exco when acquiring, letting or granting any right of occupancy in respect of a Housing Interest in the Scheme, the owner or nominated occupant of such Housing Interest shall apply to the Exco in writing and shall furnish the Exco with the following information and documentation:
- 16.4.1 in the case of a nomination as the occupant, a copy of the lease agreement if applicable, or in the absence of such agreement, an occupancy agreement, in each case containing the identity/ies of the nominated occupant, all the other intended occupants, the description of the Housing Interest and the intended term of the occupancy;
 - 16.4.2 the particulars and contact details of the intended lessees or occupiers including mobile phone numbers and e-mail addresses of the intended occupants and their next of kin;
 - 16.4.3 proof that the intended lessee(s) or occupier(s) has/have attained the age of fifty (50) years and, where applicable, proof that a person under 50 years of age is the spouse of a retired person who is nominated as an occupant or lessee;
 - 16.4.4 The Exco may withhold their consent if they are not satisfied that the applicable criteria mentioned have been met or there are other sound reasons for such refusal, which shall be provided.

17. CONDITIONS AND EXCEPTIONS REGARDING OCCUPATION

- 17.1 It shall be deemed not to be a breach of this constitution should the owner or the nominated occupant(s) allow occupation of a Housing Interest by one or more third parties for a period not exceeding six months, whether on basis of a lease, sub-lease or other legal basis, during the temporary absence of such owner or nominated occupant(s) on holiday or otherwise, provided that the Exco have consented thereto in writing, which consent may not be unreasonably withheld. Such third party/ies must meet the requirements of item 16 or be approved by the Exco in their reasonable discretion and the owner must comply with the requirements of item 16.4.2.
- 17.2 An owner or nominated occupant(s) may temporarily accommodate his or her family Members, guests, or visitors in his or her Housing Interest for up to three months but shall promptly notify the Exco of such occupation which shall be subject to any reasonable conditions imposed from time to time by the Exco.
- 17.3 The number of occupants and/or temporary occupants of Housing Interest, including children, shall be restricted to:
- 17.3.1 three (3) persons in respect of a Housing Interest having one bedroom;
 - 17.3.2 five (5) persons in respect of a Housing Interest having two bedrooms;
 - 17.3.3 seven (7) persons in respect of a Housing Interest having three bedrooms.
- For the purposes of this item 17.3, an area designated or designed as a lounge, dining area, living area or patio shall not be regarded as a bedroom.
- 17.4 Notwithstanding the foregoing provisions, the Exco shall be empowered and authorized to allow

a person who is dependent on an owner or Nominated Occupant(s), due to physical, mental, or other disability or debilitation, or, if special circumstances exist, any other person whomsoever, to reside in a Housing Interest with the owner or nominated occupant(s) in circumstances which the Exco deem appropriate and further subject to terms and reasonable conditions as the Exco may impose in their discretion.

- 17.5 If the person for whom the consent is sought in sub-item 17.4 does not ordinarily qualify to occupy such Housing Interest in terms of item 16.4 the consent granted will always be upon the express condition that if unforeseen circumstances arise that require the Exco to withdraw their consent such person will have to vacate the Housing Interest within a period of no more than 60 (sixty) days from the date of the notice to vacate.

18. CONSENT TO ALIENATION OF CERTAIN HOUSING INTERESTS

- 18.1 No Member will be allowed to alienate (which restriction does not extend to the registration of a mortgage bond) any Housing Interest within the Housing Development Scheme that is either a Dwelling or Residential Unit without the written consent of the Exco of the Home Owners' Association, which consent will only be given by the Exco upon such Member having provided:

- 18.1.1 guarantees acceptable to the Exco for payment of:
- 18.1.1.1. all amounts owed to the Association relating to annual levies as well as any other amounts due to the Association from any other cause whatsoever up to the end of the financial year end after the anticipated date of transfer, as well as;
 - 18.1.1.2 the prescribed contribution to the Levy Stabilisation Fund of the Association in terms of this Constitution; and
- 18.1.2 unless the transferee has formally bound itself in writing to the terms of this Constitution and the Rules thereunder.

- 18.2 Any deed of alienation by a Member of a Dwelling or a Residential Unit shall in all instances have to contain the following:

- 18.2.1 an undertaking by the new Purchaser to abide by the terms and conditions of the Constitution of the Association and such Conduct Rules as may be applicable from time to time;
- 18.2.2 an undertaking by the Member alienating his or her Property that he or she will pay from the proceeds of the sale the amounts owed and payable in terms of item 19.2 hereof and to impose, in such re-sale agreement, an identical condition imposing such obligation upon his successor in title;
- 18.2.3 A Member shall be obliged to deliver to the office of the Exco a copy of the duly signed Deed of Alienation within 4 (Four) days of such alienation having been concluded. In the event of a failure to do so, or it having been done, and it is found that such Deed does not contain the specific undertakings referred to in this item 18 the Association shall be entitled to withhold its consent to the alienation until such time as the omissions have been remedied to the satisfaction of the Exco.

- 18.3 To assist Members to comply with item 18.2, above, the Developer will on behalf of the Exco avail Members upon request with a free standard deed of alienation to be used by Members who wish to sell or otherwise alienate either a Dwelling or a Residential Unit within the scheme.

19 LEVY STABILISATION FUND

- 19.1 The Developer has introduced a Levy Stabilisation Fund to assist the Members of the Association in order to minimize the increase in levies, which fund will be administered by the Association.
- 19.2 Each and every Member that sells or is deemed to have sold a Dwelling or Residential Unit will be obliged to pay, from the proceeds of such sale, the following amounts:
- 19.2.1 An Exit Levy, as part of the Levy Stabilisation Fund. Such Exit Levy shall, unless it has been reduced or increased in accordance with 19.3, be equal to 2,5% (Two Comma Five Percent) of the Gross Selling Price (VAT and Agent's Commission excluded, where applicable) and is to be paid to the Langebaan Manor Owners' Association upon registration of transfer, to be received in the Levy Stabilization fund of the Association; and
- 19.2.2 An Operational Levy, also part of the Levy Stabilisation Fund. This Operational Levy shall, unless it has been reduced or increased in accordance with 19.3, be equal to 1% (One Percent) of the Gross Selling Price (VAT and Agent's Commission excluded, where applicable) as a levy to the Langebaan Manor Owners' Association to be retained as part of the Levy Stabilization fund of the Association, but be separately accounted for and exclusively utilised by it in the absolute discretion of the Exco to fund the Operator upon application for their exclusive discretion in consultation with the Operator, primarily for and in connection with the maintenance and or replacement of furniture and or equipment utilized in the General Area, as well as the Hospitality Centre and secondarily for the maintenance and/or replacement or acquisition of equipment in or for the Health Care Facility as suggested by the Operator in order to limit the costs of utilising such services as well as to acquire technological innovations that may benefit Members.
- 19.3 The Association shall be entitled to reduce or increase the percentages of the Exit and Operational Levies mentioned respectively in items 19.2.1 and 19.2.2 provided that such change will only become effective after a period of 6 (Six) months after:
- 19.3.1 The date of approval of a reduction or increase in any of the levies of no more than 1 (one) percentage point per annum by an ordinary decision of Members in General Meeting; or
- 19.3.2 The date of approval of a reduction or increase in excess of 1 (one) percentage point per annum by means of a special resolution of Members of the Association.
- 19.4 The provisions of item 19.2 and 19.3 hereof shall mutatis mutandis apply, to a change either in the shareholding or Membership of a Member that is a Company or Close Corporation owning a Dwelling or a Residential Unit. In such an event, the payment of the amounts due shall be paid on the Effective Date of the transfer of shares or Members interest, as the case may be.
- 19.5 The provisions of item 19.2 and 19.3 hereof shall similarly mutatis mutandis apply, to any change in a trust deed of a Member that is a registered trust that provides for the replacement of all the beneficiaries, as well as the majority of trustees controlling the assets of a such a trust.
- 19.6 In the event of the alienation by a Member of a Dwelling or a Residential Unit by any means other than a sale, including an exchange resulting in the transfer of ownership thereof without any consideration, other than a donation, the contribution that has to be paid by a Member to the Levy Stabilisation Fund shall be calculated on the average valuation of the Dwelling or the Residential Unit alienated based upon two valuations by practicing Estate Agents, of which one is appointed by the Exco and the other by the Member. Should the difference in the valuations so obtained be greater than 10% (ten per cent), the lower of the valuation shall be adjusted to be at least 90% (ninety per cent) of the value of the higher of such valuations.
- 19.7 No contribution to the Levy Stabilisation Fund will be payable in terms of items 19.2.1 and 19.2.2 in the event of transfer of ownership of a Dwelling or Residential Unit or the shares/Member's

interest as contemplated in item 19.4, where such transfer is taking place in accordance with the Liquidation and distribution account of a deceased estate, following the demise of a Member, irrespective if the transfer is pursuant to the terms of the last will and testament of the deceased Member, or in the event of such transfer being in accordance with of the intestate law of succession.

- 19.8 Any transaction in terms of which a Life Right Occupation or occupation in an Assisted living Apartment is granted to a person, or where the rights of the holder thereunder cease to exist, for whatever reason, it will not be subject to any contribution towards the Levy Stabilisation Fund.

20 DOMICILIUM

For the purposes of this Constitution, including all notices to be given and the serving of all legal process, the Association chooses as its domicilium the following:

- 20.1 The office of the Association, or such other address as the Association may by written notice inform its Members;
- 20.2 Each Member – at the address of the Dwelling or Residential Unit registered in his name, if occupied by the Member, with the understanding that the Association or any Member may at any time change his/her domicilium to another address by written notice, upon the express condition that should the owner be living outside the country's borders that the address of a local agent will be given. Such new address may not be a postal box or poste restante and such notice will only take effect 14 (Fourteen) days after receipt of such notice.
- 20.3 Any notice which any party gives in terms of this item must be in writing and addressed or sent or delivered to the addresses referred to in this item 20, and shall be deemed to have been properly given and to have come to the attention of the addressee on the 3rd (Third) business day after the day on which the notice was sent by pre-paid registered post, if posted, and on the 1st (First) business day after the date and time after an e-mail message was sent or transmitted to a party at its elected e-mail address in compliance with section 15 of the Electronic Communications and Transactions Act 25 of 2002, and on the 1st (First) business day after the date and at the time (if any) which appears on the acknowledgement of receipt on the notice and / or document, if delivered by hand.
- 20.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium.

21 OPERATOR: HEALTH CARE FACILITY & HOSPITALITY CENTRE

- 21.1 No occupant will be obliged to enter into any service agreements until the Developer has concluded an Operator Service Level Agreement with the Operator of its exclusive choice. After the Development Period the Exco is authorized to conclude future Operator Service Level Agreements with the Operator and to make changes thereto as circumstances may dictate, provided that any changes must in in the best interest of all Members.
- 21.2 The Developer will ensure that the Operator Service Level Agreement is finalized and submitted to the UK for confirmation before the Operator obtains any rights to manage and operate the Hospitality Centre and Health Care Facility for its own account, where after no individual Occupant, including any Member or Nominated Occupant and their respective spouses (with the exception of a shorter term occupant in accordance with Article 17 of this Constitution), shall, from the date determined by the Developer, be entitled to occupy any Dwelling or Residential Unit in the scheme, unless such Occupant has entered into at least a written Basic Care Agreement with the Operator. Any Occupant that is allowed to occupy a Dwelling or a Residential Unit prior to the formal appointment of the Operator will be allowed such occupation upon the express condition that it would be bound to conclude at least such Basic Care Agreement as and when requested to do so

by the Developer or the Exco.

- 21.3 The terms that the Developer intends to incorporate into the Operator Service Level Agreement will provide that such Operator is to be responsible for all or most of the following services:
- 21.3.1 The management and operation of the Hospitality Centre, as well as of the adjacent Health Care Facility, along commercial principles for the exclusive risk, profit and loss of such Operator upon the understanding that preferential access to Hospitality Centre will be exclusively be for Occupants and their guests, whilst the Health Care Facility is to be made available to Members (or Occupants, where the Member is not residing in the Housing Interest) on a preferential basis with limited access to the general public, subject to availability as set out herein.
 - 21.3.2 Preferential access shall mean preference to Members and Occupants over non-members and non-occupants but only to the extent that a Member, or Nominated Occupant's, name has been listed as such on the official waiting list as kept by the Operator under supervision of the Exco.
 - 21.3.3 The Health Care Facility will at all times also be available to be utilised by members of the general public as customers of the Operator subject to availability of beds subject such reasonable conditions as by be imposed by Exco from time to time.
 - 21.3.4 The Operator is to implement and oversee security requirements of the Scheme by means of a 24 (twenty-four) hour manned controlled access to the Development for Members, Occupants, employees of both the Association and the Operator, as well as all visitor to the Scheme as may be required by the Developer during the Development Period and the Exco, thereafter.
 - 21.3.5 That all rubbish and recycle bins are to collected by appointees of the Operator from utilisation points and be taken to the rubbish collection area. After collection, the empty bins are to be cleaned and delivered to the original utilisation points. The rubbish collection area is to be kept in a tidy and clean state.
 - 21.3.6 Provision of a basic health monitoring services as available to all Occupants in terms of the Basic Service Level Agreement.
- 21.4 The Operator will also be allowed to establish further and additional service packages to cater to the needs and demands of individual Occupants and it will be allowed to enter into more comprehensive service agreements with Occupants to provide care services in addition to that covered by the Basic Care Agreement. However, such more comprehensive service agreements shall be limited to the following, unless otherwise agreed upon and approved of by the Exco:
- 21.4.1 Garden Services to individual properties and the Association;
 - 21.4.2 Additional nursing and personal care or assistance services that is not part of the Basic Care Agreement, provided that such additional services are to be provided within the Dwelling or Residential Units of the contracting recipient;
 - 21.4.3 Provision of meals at the Dwelling of any Member or Nominated Occupant requesting such service;
 - 21.4.4 Domestic cleaning services for Dwellings and Residential Units;
 - 21.4.5 Laundry services, provided that washing and ironing be undertaken at the Dwelling of the individual requiring such service or at another venue which is not within the Scheme, unless otherwise authorised by the Exco.
- 21.5 The Exco is to engage on a regular basis with the Operator to ensure that the interest of Members and Occupants are best served and Exco is to ensure that any increases in service fees by the Operator are reasonable and justifiable and commensurate with rates available from third party contractors.

22. ARCHITECTURAL GUIDELINES (GUIDE)

- 22.1 Such guide, forming part of the Building Rules and Regulations which will originally be compiled by the Developer constitutes an integral part of this Constitution and during the Development Period this Guide may be amended, substituted, added to or repealed at the instance of the Developer, and thereafter, it may be done by the Exco.
- 22.2 In order to ensure the safety and security of all residents, and to control all building activities within the Scheme, the Developer has imposed Building Rules and Regulations as part of the Inaugural Rules that only allow Accredited Building Contractors to gain controlled access to the Scheme, in order to undertake construction related works. In terms of such rules the Developer, or the Management Association, as the case may be, is tasked to ensure, through their respective appointees, compliance by such building contractors, as well as Member, with the rules that include certain sanctions including, but not limited to, penalties and lock-out provisions.
- 22.3 Members will be obliged to lodge any further building plan/s (i.e. plans other than the building plan originally approved of by the Developer) with the Exco as is specifically provided for in the aforesaid Building Rules and Regulations.

23. AMENDMENT OF THE CONSTITUTION

- 23.1 This Constitution may be amended at a special General Meeting or an Annual General Meeting of the Association. Any such amendment must be approved by 60% (Sixty Percent) plus 1 (One) of the Members of the total number of Members whether present in person or by proxy.
- 23.2 Until the Completion Date all proposed amendments of the Constitution must first be approved of by the Developer, before it becomes effective.
- 23.3 Any amendment of the Constitution must be lodged with the Council for final approval.

24 VOLUNTARY LIQUIDATION

- 24.1 The Association can be liquidated by way of the decision of the General Meeting on condition that:
- 24.1.1 55% (Fifty Five Percent) of the Members present in person or represented by proxy at the duly constitution of the Association voted in favour thereof; and
- 24.1.2 the Council or Local Authority or its assigns have approved thereof.
- 24.2 In the case of such a liquidation of the Association it will be the duty of the Exco or their duly authorised agent to liquidate the assets of the Association and to settle all obligations of the Association where after remainder must be divided amongst all Members in accordance with the number of Erven registered in the name of each such Member. If the Exco or its authorised agent is not capable of finding any Member within a period of 12 (Twelve) months of such liquidation, the portion allocated to such Member will be paid into the guardian's fund with the Master of the High Court.

25. INTERPRETATION AND OR DISPUTES

- 25.1 Any dispute of whatever nature between Members, including a dispute regarding the interpretation of this Constitution that may arise shall, if the parties are unable to resolve the dispute between themselves within a period of 30 (Thirty) days upon which the parties formally declared a dispute by the aggrieved party delivering a written notice setting out the dispute at the other party's domicilium address recorded in item 20 above, be referred for judgement to a practising senior advocate of the Cape bar of at least 5 (Five) years standing as such. In the case of a dispute concerning building or construction, it will be referred to an architect with at least 5 (Five) years practical experience as agreed between the parties to the dispute. Such advocate or architect will act as an expert and not as an arbitrator and will settle the matter. His judgement will be final and binding on all parties and will be capable of being enforced by a court of law.
- 25.2 If the parties cannot come to an agreement as to which senior advocates must be appointed to settle the dispute he shall be nominated by the President of the Cape Bar Council.
- 25.3 If the parties cannot come to an agreement as to the architect that must be appointed to settle the dispute, he shall be nominated by the President of the Cape Provincial Institute of Architects.
- 25.4 Despite any conditions to the contrary contained herein, the Exco will be entitled in its exclusive discretion to institute any action in a competent court of law or any legal aid where to it may be entitled in terms of the conditions of this constitution, including to recover arrears in levies.
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LANGEBAAAN MANOR OWNERS' ASSOCIATION

Conduct Rules

The following rules will be proposed for adoption at the inaugural meeting of the LANGEBAAN MANOR Owners Association for adoption in terms of Regulation 9(1) of the Housing Development Schemes for Retired Persons Act 65 of 1988. The Purchaser by its signature hereto irrevocably authorises such adoption at the said meeting.

1. USE OF PREMISES

- 1.1 Owners shall not use or permit their properties to be used for professional or business activities, unless specifically authorised by the Executive Committee and then only in compliance with Municipal regulations.
- 1.2 Residents are at all times responsible for the actions of their employees and all such employees must be registered with the Executive Committee before they would be allowed access to the Scheme.
- 1.3 No Dwelling or Residential Unit may after completion of the Medical Care and Hospitality Centres be physically occupied by any person, unless the registered owner thereof can prove, to the satisfaction of the Exco of this Association, that a Basic Care Agreement was entered into between the person that wishes to occupy such Unit and the Operator. The Exco will be entitled to take any necessary steps available to apply this prohibition as diligently as possible, and to recover the costs if possible from the specific owner of the Dwelling or Residential Unit on an attorney client cost basis where such owner allows such occupation in contravention of the Constitution and this rule.

2. REFUSE DISPOSAL

A Resident shall:

- 2.1 Maintain in a hygienic and dry condition a receptacle on his premises, as supplied by the local authority, for refuse from his Dwelling.
- 2.2 Ensure that before refuse is placed in such receptacle it is securely wrapped in a plastic bag so that it can be handled by the employee of the Association.
- 2.3 For the purpose of having the refuse collected; place such receptacles within the area and at the times designated by the Committee so that the employee can remove the plastic bag to the rubbish collection area.
- 2.4 Not deposit, throw or allow to be deposited or thrown on the private road or its road reserve any rubbish or other litter.
- 2.5 Every Resident must ensure that refuse bins and rubbish are kept out of sight on days when scheduled removal thereof is not taking place.

3. MOTOR VEHICLES

- 3.1 The speed limit on the private road is 30 km/h (Thirty kilometres per hour).
- 3.2 Driving of vehicles on the premises must be within designated speed limits and drivers must have due regard for the rights of others and especially pedestrians and wheelchairs.

3.3 No parking will be allowed on any area not demarcated as such and no resident will be allowed to park caravans, boats and trailers or the like on a permanent basis.

3.4 No resident will be allowed to do mechanical work on or service a car in any area visible from the General Area, unless the same is undertaken within the confines of a garage.

4. NOISE

4.1 No resident shall play or permit to be played any radio, television set, other music player, amplifier or any musical instrument in a manner or at a time which causes inconvenience to any other resident.

4.2 The use of lawn mowers, power- and other electrical tools which may impinge on the peace of others must be limited to the period between 09h00 to 18h00 on all days other than Sundays, when no such activities will be allowed. The Exco will have the right to determine whether any noise complained of is excessive and may require that its continuance cease.

5. WASHING LINES

No washing may be hung in such a way that it would be visible from the road and General Areas.

6. SELLING & LETTING OF PROPERTY

6.1 The onus is on the owner who sells his property to provide the purchaser with a copy of these rules and the constitution at the time the sale is concluded. It will be assumed by the Committee that new owners are in possession of these rules and the constitution and that they are fully conversant therewith.

6.2 If an owner wishes to sell a property within the scheme, only an Accredited Estate Agent may be appointed by him in accordance with item 22.7 of the Constitution. Such Agent will only be allowed to place marketing boards in such areas and in such a manner as determined by the Executive Committee.

6.3 No property may be occupied by anyone other than the registered owner and his family, unless he or she has signed a copy of the Conduct Rules as proof that he or she accepts the fact that he or she will be bound thereto.

7. PET POLICY

7.1 Up to two small pets may be kept in the enclosed portion of any Dwelling within the Scheme, provided that the animals are well-cared for and do not cause a nuisance. No pets shall be allowed in any open space, unless accompanied by leash or is carried.

7.2 The keeping of pets in any Residential Unit in the Sectional Title portion of the Scheme will be regulated by the Body Corporate of such development.

7.3 No Occupant, patient or visitor the Health Care or Hospitality Centres shall be allowed to keep any pet nor shall any employee of the Operator be allowed to bring a pet into the Scheme for any reason other than as a temporary remedial therapy prescribed by and upon the written instruction and authority of a registered medical doctor for the benefit of an Occupant.

8. APPLICABILITY OF RULES TO SECTIONAL TITLE SCHEME

These rules only apply to Occupants of Sectional Title Schemes within the Development insofar as it relates to the behaviour of the Residents thereof outside the boundaries of such Sectional Title Scheme. The specific rules that apply to the Sectional Title Scheme concerned will be the only rules applicable to the Residents of such Sectional Title Scheme insofar as they relate to their conduct within the boundaries of the Sectional Title Scheme.

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