


# SCHAAPENZICHT HOMEOWNERS ASSOCIATION

## CONSTITUTION

(Adopted at AGM held on 11 April 2009)

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1 **NAME**

The name of the association is SCHAAPENZICHT HOMEOWNERS ASSOCIATION an association which is established in terms of Section 29 of the Land Use Planning Ordinance No. 15 van 1985.

2 **DEFINITIONS**

In this Constitution unless the context indicates otherwise, the following expressions will have the meanings assigned to them:

**"Association"** means the Schaapenzicht Homeowners Association.

**"Common Property"** means the road and common areas on the consolidated Erven 100 – 105 Langebaan.

**"Township Area"** means the consolidated Erven 100 – 105 Langebaan commonly known as Schaapenzicht.

**"Project"** means the Township Area including any additional land acquired or rented by the Association.

**"Person"** includes any company, close corporation, trust, partnership or other body of persons capable of owning immovable property.

**"Member"** means a member as contemplated in clause 4 hereof.

**"Committee"** means the Executive Committee elected in terms of the provisions of this Constitution.

**"Schaapenzicht"** means the Township Area as a completed development.

Words in the singular shall include the plural and *vice versa*. One gender shall include the other genders.

3 **OBJECTIVES**

The objectives of the Association are:

- 3.1 The promotion and protection of the Members' interests and the common interests.
- 3.2 The promotion and application of standards for high density communal living in the Township Area in order for members to derive the highest common benefit.
- 3.3 The promotion and application of acceptable aesthetic environmental and architectural styles, designs and design criteria for the Township Area in order to ensure a harmonious development.
- 3.4 To manage and maintain the common property including the routine maintenance and repair thereof and the maintenance and repair of all

services in the Township Area, including also to maintain and repair certain aspects of individual properties.



- 3.5 To raise from members the required funds in order to realise the objectives of the Association by determining monthly and special levies and to recover such levies from members.

The Association shall have all powers and authority to take all such steps as may be required to achieve and enforce these objectives.

#### 4 MEMBERSHIP

- 4.1 Each registered owner of a unit erf within the Township Area shall be obliged to become a member of the Association and to submit to the terms of this Constitution.
- 4.2 Membership of the Association shall commence on the date upon which the unit erf is registered in the name of a member. Membership shall become effective from the date of such registration and shall endure until the transfer thereof is registered in the name of another person.
- 4.3 Only registered owners of unit erven will be entitled and obliged to become members of the Association, provided that:
- 4.3.1 each person who is entitled to receive a certificate of registered title of a unit erf shall be deemed to be a registered owner of such unit erf.
- 4.3.2 where two or more persons own one unit erf, each of the co-owners shall jointly and severally be deemed to be a single member of the Association.
- 4.3.3 A member's membership of the Association will cease on termination of his registered ownership of a unit erf.
- 4.3.4 a member shall not be entitled to transfer a unit erf unless it is a condition of such transfer that the transferee will become a member of the Association and subject himself to the Constitution of the Association.
- 4.4 The registered owner of a unit erf may not resign as a member of the Association.
- 4.5 The rights and obligations of members will not be transferable and each member undertakes that he shall:
- 4.5.1 promote the interests of the Association to the best of his abilities.
- 4.5.2 comply with all rules and regulations of the Association, provided that nothing herein contained shall prevent a member

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from ceding his rights in terms of this Constitution, as security to the mortgagee of the said unit erf.

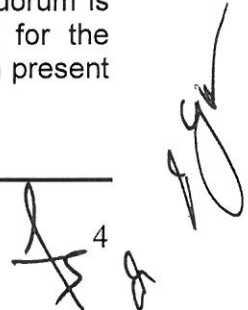
4.5.3 promptly pay the monthly and special levies as determined from time to time by the Association.

## 5 MEETINGS OF THE ASSOCIATION

- 5.1 Subject to the provisions herein contained, the Association may conduct meetings for the disposal of business and postpone or otherwise regulate such meetings as it may decide.
- 5.2 At any meeting each Member shall have one vote, provided that:
- 5.2.1 a Member who is a natural person may be represented by his/her spouse;
- 5.2.2 a Member who is a corporate entity may be represented by one of such persons to whom the corporate member had given the right to normally occupy and use the relative unit erf. The chairman of the meeting may, if he deems it necessary, require such representative to table a resolution by such corporate member in support of such person's authority to represent the corporate member.
- 5.3 All general meetings other than the Annual General Meeting will be known as Special General Meetings.
- 5.4 A Special General Meeting may be convened by means of a written request to the Chairman of the Committee, signed by not less than five members.
- 5.5 A Special General Meeting may be convened by the Committee upon not less than twenty one days written notice to each Member. The notice shall specify the place, date and time of the meeting as well as the general nature of the business to be discussed at the meeting.
- 5.6 No business may be conducted at a general meeting unless a quorum is present at the commencement of the meeting. A quorum shall be so many members who are eligible to vote, as together represent two thirds of all the members of the Association. For the purposes of determining if a quorum is present, a proxy authorising a person to represent a member at the meeting, shall be deemed to be valid as if the said member is present.
- 5.7 In the event that a quorum is not present within half an hour after the time scheduled for the commencement of a general meeting, and if such meeting has been convened at the request of the members, it shall adjourn and in any other case, it shall be postponed to the same day in the following week at the same place and time or such other place as the chairman of the meeting may determine. If a quorum is not present within half an hour after the time scheduled for the commencement of the postponed meeting, the members then present shall constitute a quorum.

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- 5.8 The Association shall have a general meeting once a year within a period of six months after the end of the previous financial year at such time and place within a distance of 10 kilometres from Schaapenzicht, as the Committee may determine. Such meeting will be known as the Annual General Meeting.
- 5.9 The following matters shall be dealt with at each Annual General Meeting:
- 5.9.1 The consideration of the financial statements of the Association for the financial year of the Association immediately preceding the date of the meeting.
  - 5.9.2 The consideration of the report by the auditors and the determination of their remuneration.
  - 5.9.3 The determination of the monthly levies for the financial year in which the Annual general Meeting is held.
  - 5.9.4 The election of the Executive Committee.
  - 5.9.5 The appointment of auditors.
  - 5.9.6 Any other business of which proper prior notice has been given.

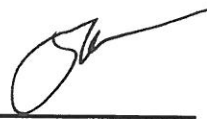

## 6 PROXIES

A member may be represented at a general meeting by proxy; the holder of which shall be a member of the Association. The proxy shall be in writing and signed by the proxy giver or his duly authorised representative, whose authority shall also be in writing, but neither the proxy or the authority need to be in any prescribed format.

## 7 LEVIES, PROFITS AND ASSETS

- 7.1 Levies are payable as determined by the Association at any general meeting.
- 7.2 The Committee may, if they determine it necessary for the maintenance or repair of the Common Property or for any other communal purpose, determine a special levy, provided that members shall be given at least 30 days notice of such levy before the special levy shall become payable. The Committee may upon application by any member and on such grounds as may be acceptable to the Committee, extend a longer period for the payment of the special levy or allow it to be paid in instalments as the Committee may decide. The Committee's decision shall be final and interest may be charged on the outstanding balance at such rate as the Committee may determine.

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7.3 In the event of the alienation of the common property or any portion thereof, the net proceeds thereof after payment of any costs associated with the alienation, shall be paid in equal portions to the members of the Association.

## 8 **END OF THE FINANCIAL YEAR**

The end of the financial year of the Association shall be the last day of February of the calendar year.

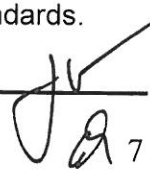

## 9 **MANAGEMENT**

- 9.1 The affairs of the Association shall be managed and controlled by an Executive Committee comprising of not less than 4 and not more than 6 members elected at the Annual General Meeting of the Association and who shall hold office until the following Annual General Meeting.
- 9.2 The Committee shall appoint a chairman from amongst themselves. All business of any meeting of the Committee shall be decided by a majority of those present and voting. In the event of a deadlock, the Chairman of any meeting shall have a deliberative as well as a deciding vote.
- 9.3 Members of the Committee are elected at the Annual General Meeting of the Association in such manner as the members may from time to time determine by resolution passed at an Annual General Meeting.
- 9.4 Membership of the Committee is terminated:
- 9.4.1 by written notice of resignation given to the Committee;
  - 9.4.2 If a member is absent without apology from three consecutive meetings of the Committee
  - 9.4.3 upon termination of a member's membership of the Association.
- 9.5 Casual vacancies in the Committee may be filled by co-opting of members or by the remaining members of the Committee, subject to confirmation at the following Annual General Meeting.
- 9.6 The Association may at an Annual general Meeting decide over the remuneration (if any) of members of the Committee and the extent of such remuneration.
- 9.7 A member of the Committee shall be entitled to be reimbursed for any reasonable expenses incurred by him in the performance of his obligations as a member of the Committee.



- 9.8 No member of the Committee shall be liable to the Association or any member thereof or to any other person whatsoever in respect of any act or omission of himself, the Association or its employees or agents. All members of the Committee are indemnified against any loss or damage suffered by him as a result of any deemed responsibility provided that such member acted according to the information available to him in good faith and without gross negligence or malice.
- 9.9 Committee meetings shall be held as and when determined by the Committee and minutes shall be kept of all meetings and resolutions of the Committee.
- 9.10 Proper accounting records shall be maintained of the administration and the financial affairs of the Association and financial statements shall be prepared annually and be audited.
- 9.11 An annual report from the Committee shall be tabled at each Annual General Meeting.
- 9.12 Without in any way limiting the scope of the authority of the Committee, the powers of the Committee shall include, but not be limited to the following:
- 9.12.1 The formulation, amendment and enforcement of Rules which shall be binding upon Members, for the control of the behaviour or residents and visitors to Schaapenzicht and for ensuring compliance with the objectives of the Association in such manner as the Committee may from time to time determine.
- 9.12.2 The investment and reinvestment of funds of the Association which are not immediately required, in such manner as the Committee may determine and to open and operate bank accounts with all such authority as the Association may have.
- 9.12.3 To enter into and to terminate agreements on behalf of the Association, to appoint agents, employees, professional and technical persons, to determine their remuneration and in general to determine the terms and conditions of such appointments, all as the Committee may decide.
- 9.12.4 The consideration, approval or rejection of any proposed alterations or additions to existing properties or external landscaping within Schaapenzicht in such manner as to ensure that the aesthetic and architectural styles, colours, materials and general construction comply with the standards determined by the Association from time to time in order to maintain the harmonious character of the development of the Township Area and that the highest market value of unit erven are maintained. The existing standards shall apply until such time as the Association has approved any changes to the aforesaid standards.

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- 9.12.5 To take such action as may be required to ensure the security of Schaapenzicht and its residents.
- 9.12.6 To sue and defend court actions in the name of the Association and to appoint legal representatives for this purpose.
- 9.12.7 To enforce compliance by members with the aesthetic and landscaping requirements of the Association and in the event of non-compliance to take such action to enforce compliance as may be required, the costs of which shall be payable by the non-compliant member.
- 9.12.8 To ensure that all members maintain their properties in a clean and neat state and to implement and to control the security, vegetation, parking, naming and advertising of Schaapenzicht.
- 9.12.9 To control the dumping of material or goods by a Member on the Common Property or on any other immovable property which is not registered in the name of such member and in the event of non-compliance, such member shall be liable for the costs of repairing any damage or of the removal of such material or goods.

**10 STATUS OF THE ASSOCIATION**

- 10.1 The Association is a body corporate with legal authority capable of suing and being sued in its own name.
- 10.2 No member of the Association shall have any right, title or interest in the property, funds or assets of the Association, which rights shall vest in and be controlled by the Committee.
- 10.3 The Association is not one for profit but is established for the common benefit of the owners and occupiers of the immovable property in the Township Area.
- 10.3 The Association has the authority to acquire, to hold, to let and to alienate, movable and immovable property for the benefit of the Association.

**11 AMENDMENTS**

This Constitution may only be amended with the consent of 70% of the Members of the Association at a general meeting and if necessary, also with the consent of the Municipality of Langebaan as Local Authority.

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12 **PERSONAL LIABILITY OF MEMBERS**

No member of the Association shall be personally liable for any actions taken or liabilities incurred by or on behalf of the Association.

Approved at the Annual general Meeting held on 11 APRIL.....2009

  
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CHAIRMAN

  
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Committee Member

  
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Committee Member

  
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Committee Member

