



WELGEVONDEN

HOME OWNERS' ASSOCIATION

WELGEVONDEN HOME OWNERS' ASSOCIATION (WHOA) CONSTITUTION

Previously established under Section 29 of the
Land Use Planning Ordinance (LUPO), 1985 (No 15 of 1985),
now governed in terms of
Stellenbosch Municipality Land Use Planning By-law, 2015, Section 15(2)(I).

Version 8 – 21 November 2024

To be read with the:

WHOA Estate Rules V4, 21 November 2024

WHOA Architectural Directives and Design Guidelines V9, 21 November 2024

WHOA Control Measures to Regulate the Performance of Services and Building Work V3, 21 November 2024

Amendments are recorded in the Schedule of Amendments at the end of this document.

This version of the WHOA Constitution replaces all previous versions.

**WELGEVONDEN ESTATE DISCLAIMER
PERSONS ENTERING THE ESTATE ACCEPT THE RULES
AND LEGAL TERMS EXCLUDING WHOA LIABILITY**

- Whilst every effort is made to secure and monitor the Estate, entering the Estate and using any of the facilities is entirely at own risk to person or property; persons who enter the Estate accept this risk.
- Entry into the Estate and use of facilities are subject to the Estate Rules, which are available on the Welgevonden Estate website (www.welgevonden.co.za).
- Persons, including parents or guardians on behalf of minors, agree that they / the minors will not claim from the Welgevonden Home Owners' Association (WHOA) and its workers, employees, agents or contractors for any harm. The exclusion of liability also applies to negligence by the WHOA.
- Parents or guardians of minors agree to indemnify the WHOA against any claim of a minor.

WARNING: DANGEROUS ELECTRICAL FENCE

The Estate is surrounded by an electrical fence, which is dangerous and could cause death, if touched.



PLEASE ADHERE TO THE SPEED LIMIT – 30 KM/H

Note:

Speed humps constructed on streets as a traffic calming measure must be negotiated with utmost care to prevent damage to vehicles.

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CONSTITUTION

PRELIMINARY

1. Definitions

In the interpretation of this Constitution, unless the context otherwise indicates –

- 1.1 “common property” means the private open spaces in the Township Area¹, including the –
 - 1.1.1 river, dam and retention dams;
 - 1.1.2 gateways, entrance buildings, security fences, boundary walls, roadways and common parking areas;
 - 1.1.3 park areas and water features; and
 - 1.1.4 other improvements from time to time erected on the private open spaces in the Township Area;
- 1.1A “A member in good standing” means a member who has remained current on organisation dues and payments;
- 1.2 “conduct rules” means all rules made, and architectural directives issued, under clause 7.1.2², read with clause 59³;
- 1.2A “control measures” means all measures issued or implemented by Excom under clause 59A⁴;
- 1.3 “days” – **Relocated**
- 1.4 “domicilium” – **Omitted**
- 1.4A “Estate” means the Welgevonden Township Area;
- 1.5 “Excom” means the executive committee of the Association contemplated in clause 8⁵;
- 1.5A “in writing” means written, printed or transmitted in electronic format, or partly one and partly the other;
- 1.6 “levy” means any contribution which Excom, on behalf of the Association, may under clause 7.1.6⁶, read with clause 39⁷, collect from members to defray the incurred or anticipated expenses of the Association;
- 1.7 “member” means a member of the Association as defined in clause 5⁸;
- 1.7A “penalty” means any penalty from time to time determined by Excom under clause 60⁹ and that may be imposed for the contravention of any provision of this Constitution, any conduct rule or any control measure;

¹ See clause 1.10 below

² Powers of Association

³ Conduct Rules

⁴ Control Measures

⁵ Constitution and Function of Excom

⁶ Powers of Association

⁷ Contributions to Defray Expenses

⁸ Membership of Association

⁹ Penalties Determined by Excom

- 1.8 "person" with regard to membership of the Association, includes a company, club, partnership, trustees for the time being of a trust, or other association of persons entitled in law to hold title to immovable property;
- 1.9 "the Association" means the Welgevonden Home Owners' Association as defined in clause 3¹⁰;
- 1.10 "the Township Area" means the Township Area currently known in its entirety as Welgevonden (previously known as Green Oaks) as shown on Annexure A to the *Architectural Directives and Design Guidelines*, subject to any existing or future legally binding agreements that might affect the extent of the Township area;
- 1.11 words and expressions to which a meaning has been assigned in this Constitution bear the meaning so assigned to them; and
- 1.12 words importing a reference to –
- 1.12.1 the singular include the plural, and the converse also applies;
- 1.12.2 a gender include the other genders; and
- 1.12.3 natural persons include legal persons, and the converse also applies.

1A. Calculation of Periods

When any number of days is prescribed in this Constitution, the same means calendar days which must 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 which event the last day will be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

2. Headings

The headings to the respective clauses are provided for convenience of reference only and must not be taken into account in the interpretation of the provisions of this Constitution.

HOME OWNERS' ASSOCIATION

3. Establishment of Association

- 3.1 There is only one overall Association for the Township Area, known as the Welgevonden Home Owners' Association.
- 3.2 The Association is organised without capital.

4. Object of Association

The object of the Association is to promote the collective interests of all its members by performing the functions entrusted to it by or under this Constitution, which functions include, but are not limited to, the function –

- 4.1 to determine and maintain standards for community living in the Township Area in such a way that its members may derive the maximum collective benefit therefrom;

¹⁰ Establishment of Association

- 4.2 to determine and preserve the basic aesthetic standards, including the basic architectural style, in the Township Area; and
- 4.3 to maintain the common property in the Township Area for the mutual benefit of its members.

5. Membership of Association

- 5.1 Upon registration of ownership of an erf in the Township Area, the owner of such erf automatically becomes a member of the Association and will be obliged to comply with the provisions of this Constitution and any conduct rules made, and any control measures issued or implemented, hereunder.
- 5.2 Ownership of an erf, and thus membership of the Association, is evidenced by registered ownership in the Deeds Registry in Cape Town of one or more erven in the Township Area.
- 5.3 No person is entitled to cease to be a member while remaining the registered owner of an erf in the Township Area.
- 5.4 Membership is, subject to the provisions of clause 66¹¹, transferred by the registration of a Deed of Transfer in the Deeds Registry at Cape Town, passing transfer of one or more erven in the Township Area to the new member.
- 5.5 Where any Erf is owned by more than one person, all the registered Owners of that Erf shall together be deemed to be one Member and have the rights and obligations of one Member who is deemed to be in good standing of the Association.

6. Status of Association

- 6.1 The Association is an association as contemplated in section 29 of the *Land Use Planning Ordinance, 1985 (No 15 of 1985)*, now governed in terms of the *Stellenbosch Municipality Land Use Planning Bylaw, 2015, Section 15(2)(l)*.
- 6.2 The Association has legal personality, capable of suing and being sued in its own name.
- 6.3 The Association is not for profit, but for the benefit of its members.
- 6.4 None of the members in their personal capacities has any right, title or interest to or in the property, funds or assets of the Association.

7. Powers of Association

- 7.1 The Association may exercise the powers conferred upon it by or under this Constitution, and such powers include, but are not limited to, the power –
 - 7.1.1 to establish for administrative expenses a fund sufficient in the opinion of members for the repair, upkeep, control, management and administration of the common property (including reasonable provision for future maintenance and repairs), for the payment of rates and taxes and other charges by any competent authority and of any premiums of insurance, and for the discharge of any duty or the fulfilment of any other obligation of the Association;
 - 7.1.2 to make and enforce such conduct rules and to issue such architectural directives, and to collect such fees and deposits in connection therewith, as it from time to time deems necessary to achieve its object and to perform its functions;

¹¹ Consent to Transfer of Erf

- 7.1.3 to engage such persons and service providers as it deems necessary to assist the Association to achieve its object and to perform its functions;
- 7.1.4 to ensure compliance with any law relating to the common property;
- 7.1.5 to do all other things reasonably necessary –
 - 7.1.5.1 for the control, management and administration of the affairs of the Association, including the maintenance of the common property;
 - 7.1.5.2 for the implementation and enforcement of the provisions of this Constitution, the conduct rules made, and control measures issued, hereunder; and
- 7.1.6 to incur reasonable expenses in the discharge of any duty or fulfilment of any other obligation of the Association, from time to time to determine the amounts required to defray such expenses, and to raise these amounts by collecting levies and contributions from members and in such other manner as members in general meeting may approve.
- 7.2 If the Stellenbosch Municipality, when approving the relevant development agreements or any subdivision or other scheme in respect of an erf forming part of Welgevonden Estate (previously known as the Welgevonden Development, and before that the Green Oaks Development), or such other name as it may in future be known as, imposed a condition in terms whereof a specific portion or portions of the Development or such erf will have its own set of conduct rules, then such rules will be subject to the provisions of this Constitution.
- 7.3 The Association may after consultation with the owners of any erf or group of erven forming part of the Township Area establish a separate management structure in respect of such erf or group of erven for the purposes of administering the common affairs of such owners: Provided that the terms and conditions subject to which such management structure will operate must be reduced to writing.

EXECUTIVE COMMITTEE OF ASSOCIATION (EXCOM)

EXCOM MEMBERS

8. Constitution and Function of Excom

- 8.1 The members in general meeting must annually elect persons to constitute an executive committee of the Association (Excom).
- 8.2 Subject to any restriction imposed or direction given by members in general meeting, the control, management and administration of the affairs of the Association vests in Excom, who may, on behalf of the Association, exercise all such powers of the Association and do all such acts in the discharge of their duties or the fulfilment of their obligations as may be exercised and done by the Association itself and as are not by this Constitution required to be done by members in general meeting.
- 8.3 Excom may designate one or more of its members to attend meetings of creditors of a member who is indebted to the Association irrespective of whether the meeting is in connection with insolvency, liquidation or business rescue proceedings, to vote on any matter regarding the meeting and generally to exercise all the rights a creditor would have in similar circumstances.

9. Contracts and Agreements

Excom may for and on behalf of the Association make, enter into and carry out contracts and agreements for the purposes of the Association, including a financing agreement for improvements contemplated in clause 30¹².

10. Legal Proceedings

10.1 Notwithstanding anything to the contrary contained in clause 72¹³, Excom may at its sole option institute in any court (including a magistrate's court) of competent jurisdiction proceedings in the name of the Association for any relief to which it is entitled under the provisions of this Constitution and/or the conduct rules and/or the control measures, to defend actions in the name of the Association and to appoint legal representation for this purpose.

10.2 Any costs incurred as a result of such proceedings must be determined on the scale as between attorney and client.

11. Delegation of Powers, Duties and Obligations

11.1 Excom may delegate to one or more of its members or to any person or service provider engaged by it under clause 27¹⁴ or clause 28¹⁵ such powers, duties and obligations as it deems fit, and may at any time revoke such delegation.

11.2 A delegation contemplated in this clause must be recorded in the minutes of proceedings of Excom or in the appointment agreement of the person or service provider concerned, and must clearly set out the scope of the delegation.

12. Number, Election and Qualifications of Excom Members

12.1 Excom consists of eight (8) members of which one half must be elected in one year and one half in the next ensuing year.

12.2 Subject to the provisions of clause 17A¹⁶, an Excom member holds office until the second ensuing annual general meeting after the one at which she/he was elected, and is eligible for re-election, if so nominated.

12.3 **Omitted**

12.4 At every annual general meeting the members –

12.4.1 must elect persons to replace those Excom members whose term of office has expired; and

12.4.2 may elect a person to fill each vacancy in Excom's number¹⁷, provided that an Excom member so elected will remain in office only for the remainder of the term of office of the member whose seat became vacant.

12.5 **Omitted**

12.5.1 **Omitted**

¹² Improvements

¹³ Interpretation/Disputes

¹⁴ Engagement of Persons and Service Providers

¹⁵ Appointment, Powers and Duties of Managing Agent

¹⁶ Ineligibility or Disqualification to Serve on Excom

¹⁷ See also clause 14

12.5.2 A person engaged by Excom under clause 27¹⁸ or the managing agent (or any of her/his employees) appointed under clause 28¹⁹ may not be an Excom member.

12.6 **Omitted**

13. Nominations for Election

Nominations for the election of Excom members must be given in writing, accompanied by the written consent of the nominee, so as to be received at the address determined by Excom not later than forty-eight (48) hours before the meeting: Provided that nominations may, with the consent of the nominee, also be accepted at the meeting itself.

14. Appointment to Fill Vacancy and Appointment of Alternates

14.1 Excom may appoint a person –

14.1.1 to fill any vacancy in its number²⁰; or

14.1.2 to act as an alternate during the absence or inability to act of an Excom member.

14.2 An Excom member appointed to fill a vacancy holds office until the expiration of the term of office of the Excom member whose seat became vacant.

14.3 An Excom member appointed to act as an alternate ceases to hold office if the Excom member in whose place she/he acts, ceases to be an Excom member, or if the alternate's appointment is revoked by Excom.

14.4 An Excom member appointed under this clause has the powers, duties and obligations of an Excom member elected by members at an annual general meeting and is eligible for election as an Excom member, if so nominated.

14.5 Excom must at the next annual general meeting table a list of all Excom members appointed by it under this clause since the previous meeting.

15. Remuneration

Unless otherwise determined by a resolution of members in general meeting, Excom members are not entitled to any remuneration in respect of their services as such: Provided that the Association must reimburse to Excom members all disbursements and expenses actually and reasonably incurred by them in the exercising of their powers, the discharge of their duties or the fulfilment of their obligations.

16. Validity of Acts

Any act performed by Excom will, notwithstanding that it is after the performance of the act discovered that there was some defect in the election, appointment or continuance in office of any Excom member, be as valid as if such Excom member had been duly elected, appointed or had duly continued in office, under the provisions of this Constitution.

17. Indemnity – Re-located

¹⁸ Engagement of Persons and Service Providers

¹⁹ Appointment, Powers and Duties of Managing Agent

²⁰ See also clause 12

17A. Ineligibility or Disqualification to Serve on Excom

A person is ineligible or disqualified to be elected or appointed, or to continue to serve, as a member of Excom if she/he –

- 17A.1 would be ineligible or disqualified to be appointed or elected as a director of a company as contemplated in section 69 of the *Companies Act 71 of 2008 (as amended)*;
- 17A.2 is or becomes of unsound mind;
- 17A.3 surrenders her/his estate as insolvent;
- 17A.4 is for a period of three (3) months in arrear with the payment of her/his levies, contributions or other amounts which the Association may under this Constitution, the conduct rules or the control measures collect or claim from her/him and provision has not been made to the satisfaction of Excom for the payment thereof;
- 17A.5 absents herself or himself from three (3) consecutive meetings of Excom without special leave of absence from Excom; or
- 17A.6 is removed from office by resolution of members in general meeting: Provided that the intention to decide upon such removal from office has been specified in the notice convening the meeting.

17B. Duties of Executive Committee members

- 17B.1 An Excom member must –
 - 17B.1.1 take reasonable steps to inform and educate himself or herself about the community scheme, its affairs and activities, and the legislation and governance documentation in terms of which the community scheme operates;
 - 17B.1.2 take reasonable steps to obtain sufficient information and advice about all matters to be decided by the scheme executives to enable her/him to make conscientious and informed decisions;
 - 17B.1.3 unless excused in writing by the chairperson of the scheme executives on reasonable grounds –
 - 17B1.3.1 attend all meetings of the scheme executives;
 - 17B1.3.2 attend the community scheme’s annual general meeting, if it holds such a meeting;
 - 17B1.4 exercise an active and independent opinion with respect to all matters to be decided by the scheme executives; and
 - 17B1.5 exercise due diligence in relation to any business of, and necessary preparation for and attendance at meetings of, the scheme executives or any committee to which such scheme executive is appointed.
- 17B.2. The obligations of a community scheme executive in terms of sub-regulation are in addition to and do not derogate from the fiduciary obligations of a scheme executive in terms of the common law or any applicable statute.

18. Resignation from Excom

An Excom member may at any time by notice in writing resign from Excom.

EXCOM MEETINGS

19. Convening of Meetings

- 19.1 Excom may after notice to its members meet for the dispatch of business and may regulate its meetings as it deems fit.
- 19.2 An Excom member may at any time convene a meeting by giving to the other Excom members not fewer than ten (10) days' written notice of the meeting proposed by her/him, which notice must specify the reason for convening the meeting: Provided that in case of urgency such shorter notice as is reasonable in the circumstances may be given.

19.3 **Omitted**

20. Quorum

- 20.1 Four (4) Excom members form a quorum.
- 20.2 If at any meeting a quorum is not present within thirty (30) minutes of the time set for the meeting, such meeting will stand adjourned to the third (3rd) day thereafter at the same time and place, and Excom members then present, who may not be fewer than two (2), will form a quorum: Provided that the chairperson may upon the request of at least two (2) Excom members determine such other day for the resumption of business as she/he deems appropriate.
- 20.3 If the number of Excom members falls below four (4), the remaining Excom members, who may not be fewer than two (2), may continue to act, but only for the purpose of filling a vacancy, appointing an alternate or convening a general meeting of members.
- 20.4 An Excom member may be represented at a meeting of Excom by a proxy provided such proxy is a member of Excom.
- 20.5 The instrument appointing a proxy shall be in writing and signed by the Excom member concerned but need not be in any particular form. The proxy shall be deposited with the Chairperson at any time before the time appointed for the commencement of a meeting and shall be valid only for such meeting or any adjournment thereof.

21. Voting

- 21.1 All matters at any Excom meeting are determined by a majority of those Excom members present and voting: Provided that the chairperson has a deliberative as well as a casting vote.
- 21.2 An Excom member who has any interest in any contract or proposed contract, or any litigation or proposed litigation, with the Association, must declare such interest and is by virtue of such interest disqualified from voting in respect thereof.
- 21.3 Furthermore, an Excom member is prohibited from voting on the following matters affecting her/him, which items are not limited to the listed items below:
- 21.3.1 discipline of the Excom member (i.e the vote to impose a penalty against the Excom member);
- 21.3.2 an investigation against the Excom member for damage to common areas or facilities (i.e. the decision to raise a penalty against the Excom member);
- 21.3.3 a request, by the Excom member, for the approval of a payment plan for the Excom member's arrear contribution;

- 21.3.4 a decision whether to foreclose on a lien on the property of the Excom member; and
- 21.3.5 the review and approval of an application for building alterations by an Excom member.
- 21.4 Decisions taken by electronic voting, submitted in writing by Excom members being not fewer than four (4), will be decided by a majority of the votes cast. Excom members may in such instance be represented by proxy in accordance with clause 20.5. Such decisions will be as valid and effective as if it had been passed at a meeting of Excom duly convened and held. The resolution is to be recorded in the minutes of the following Excom meeting.

22. Chairperson

- 22.1 At the commencement of the first meeting of Excom after an annual general meeting, Excom members must elect a chairperson from among their number, who will hold office as such until the end of the next annual general meeting of the members of the Association.
- 22.2 If the chairperson resigns from the office of chairperson or ceases to be a member of Excom as contemplated in clause 17A²¹, Excom members must elect another chairperson from among their number, who will hold office for the remaining term of office of, and will have the same voting rights as, the first-mentioned chairperson.
- 22.3 If the chairperson vacates the chair during the course of a meeting or is not present or is for any other reason unable to preside at any meeting, or is disqualified from voting as contemplated in clause 21.2²², Excom members present must elect another Excom member to act as chairperson for such meeting or such voting, as the case may be, who will have the same voting rights as the first-mentioned chairperson.

23. Attendance of Excom Meetings by Other Persons

Excom may in its sole discretion allow any person to attend an Excom meeting and to address it at such meeting.

24. Resolution Signed by Excom Members

A resolution in writing signed by all Excom members for the time being present in the Republic of South Africa and being not fewer than four (4), will be as valid and effective as if it had been passed at a meeting of Excom duly convened and held.

25. Minutes of Proceedings

- 25.1 Excom must –
 - 25.1.1 keep minutes of its proceedings in a minute book;
 - 25.1.2 cause minutes to be kept of all meetings of the Association in a minute book; and
 - 25.1.3 include in the minute book concerned a record of every resolution of Excom or of the Association, as the case may be.
- 25.1.3A Minutes may be signed electronically, after which a hard copy must be placed in a minute book. Concurrent electronic filing, not replacing minute books, can be done to facilitate electronic searching of records.

²¹ Ineligibility or Disqualification to Serve on Excom

²² Voting

- 25.2 Excom must, on the written application of a member, make all minutes of its proceedings and all minutes of the proceedings of meetings of the Association available for inspection by such member at the address determined by Excom.
- 25.3 Excom must retain all minute books for so long as the Association remains registered.

26. Report on Affairs of Association

Excom must annually prepare a report on the affairs of the Association, which report must be –

- 26.1 tabled at the first annual general meeting following on the period to which the report relates; and
- 26.2 available for inspection at the address determined by Excom at least seven (7) days prior to the annual general meeting concerned.

ASSISTANCE FOR EXCOM

27. Engagement of Persons and Service Providers

Excom may for and on behalf of the Association engage and remunerate such persons and service providers as it deems necessary to assist it in connection with the execution of its powers, duties and obligations under this Constitution, the conduct rules and the control measures, and to provide the services required by the Association.

28. Appointment, Powers and Duties of Managing Agent

- 28.1 Excom may from time to time appoint in terms of a written contract a managing agent to control, manage and administer the common property and to exercise such powers, discharge such duties and fulfil such obligations as may be entrusted to the managing agent, including the power to collect levies, contributions and other amounts owing to the Association.
- 28.1A A managing agent may be appointed for a maximum period of three (3) years at a time: Provided that the appointment may at the written request of Excom be continued after its natural duration for a maximum period of three (3) months on the conditions determined by mutual agreement between the parties.
- 28.2 Excom must ensure that a provision is included in the contract that if the managing agent is in breach of any of the provisions the contract, or if she/he is guilty of conduct which at common law would justify the termination of a contract between master and servant, Excom may, without notice, cancel such contract, and that the managing agent will have no claim whatsoever against the Association or any of its members as a result of such cancellation.
- 28.3 The contract must further provide for the appointment to be revoked, and that such managing agent will cease to hold office, if –
 - 28.3.1 where the managing agent is a juristic person, an order is made for its provisional or final liquidation or, where the managing agent is a natural person, she/he applies for the surrender of her/his estate as insolvent, or her/his estate is sequestrated either provisionally or finally; or
 - 28.3.2 the managing agent is convicted of an offence involving an element of fraud or an element of dishonesty or, where the managing agent is a juristic person, any of its directors or

members is convicted of an offence involving an element of fraud or an element of dishonesty; or

- 28.3.3 a resolution to that effect is passed by members at a general meeting: Provided that in such event the managing agent will not be deprived of any right she/he may have to claim compensation or damages for breach of contract.
- 28.3A The contract must further stipulate that the managing agent must provide indemnity in favour of the Association against all costs, losses, expenses and claims which it may incur or become liable to by reason of any act done by the managing agent or any of her/his employees in the exercising of her/his powers, the discharge of her/his duties or the fulfilment of her/his obligations under her/his contract.
- 28.4 The managing agent must keep full records of her/his administration and must report to Excom on her/his activities with regard to such administration.

COMMON PROPERTY

29. Control, Management and Maintenance

The control and management of the Association's common property vests in Excom, who must do all things reasonably necessary for the maintenance of such common property and to keep it in a state of good and serviceable repair.

30. Improvements

- 30.1 Members may by resolution passed at a general meeting by a two-thirds ($\frac{2}{3}$ ^{rds}) majority of members present in person or by proxy and voting, direct Excom to effect improvements of a luxurious nature to the common property.
- 30.2 If Excom intends to effect any improvement to the common property other than luxurious improvements referred to in clause 30.1, it must first give written notice of its intention to all members, and such notice must –
- 30.2.1 indicate Excom's intention to proceed with the improvement upon the expiry of a period of not fewer than thirty (30) days reckoned from the date of posting such notice; and
- 30.2.2 provide details of the improvement as to –
- 30.2.2.1 the costs thereof; and
- 30.2.2.2 the manner in which it is to be financed and the effect upon levies payable by members; and
- 30.2.2.3 the need, desirability and effect thereof.
- 30.3 Excom must upon the written request of not fewer than twenty (20) members convene a special general meeting to deliberate upon the proposals contained in the notice referred to in clause 30.2, at which meeting members may veto, amend or adopt such proposal.
- 30.4 In the event of such a special general meeting being convened, Excom may not proceed with its proposals until the holding of such meeting, whereupon it will be bound by any resolution passed at the meeting by a two-thirds ($\frac{2}{3}$ ^{rds}) majority of members present in person or by proxy and voting.

31. Traffic Control Measures – Relocated

32. Alienation of Common Property

- 32.1 Members may by unanimous resolution passed at a general meeting direct Excom on their behalf to alienate the common property of the Association or any part thereof, and thereupon Excom will, subject to compliance with any law relating to the subdivision of land or to the re-zoning of land, have power to deal with such common property or such part thereof in accordance with such directive, and to execute any deed required for that purpose.
- 32.2 Excom must keep a register of all alienated common property, which must be available for inspection at the address determined by Excom.

33. Letting of Common Property

- 33.1 Excom may on behalf of the Association let common property or any part thereof under a written lease on the terms and conditions it deems appropriate.
- 33.2 Excom must keep a register of all common property so let, which must be available for inspection at the address determined by Excom.
- 33.3 Common property may not be let in circumstances where the owner of an erf will be the sole beneficiary.
- 33.4 Common property may only be let in circumstances where the common property is used for commercial activities and Excom is of the view that such lease will be for the benefit of the Estate as a whole.

34. Insurance

- 34.1 Excom must cause to be prepared, and must table at every annual general meeting, schedules reflecting its estimate of the replacement values of the common property.
- 34.2 Excom must annually take steps to insure the common property to the extent and against such risks, perils or dangers as may be directed by members at the meeting concerned.
- 34.3 Excom must annually take steps to insure against the risk of loss of money belonging to the Association, or for which it is responsible, sustained as a result of any act of fraud or dishonesty committed by any insurable person. Such insurance shall be arranged according to the specific requirements of the *Community Schemes Ombud Service Act 9 of 2011 (as amended)*.

FINANCIAL MATTERS

35. Financial Year

The financial year of the Association ends on 31st March of each year.

36. Books of Account and Records

- 36.1 Excom must cause to be prepared, and must table at every annual general meeting –
- 36.1.1 a financial statement in conformity with the International Standard of Auditing, which statement must fairly present the state of affairs of the Association and its finances and transactions as at the end of the financial year concerned, including a report thereon prepared by an auditor qualified to act as such under the *Auditing Profession Act 26 of 2005 (as amended)*;
- 36.1.2 a record of the assets and liabilities of the Association;

- 36.1.3 a record of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure occurred; and
- 36.1.4 a register of members and individual ledger accounts in respect of each such member.
- 36.2 Excom must keep such books and records at the address determined by Excom and must cause them to be retained for a period of six (6) years after completion of the transactions, acts or operations to which they relate.
- 36.3 Excom must, on the written application of a member, make all or any of the Association's books of account and records available for inspection by such member at the address determined by Excom.

37. Annual Estimate of Anticipated Income and Expenditure

- 37.1 Excom must cause to be prepared, and must table at every annual general meeting, an itemised estimate of the anticipated income and expenditure of the Association during the next financial year²³.
- 37.2 Such estimate must include a reasonable provision for contingencies.

38. Deposit and Investment of Funds

- 38.1 Excom must cause all moneys received by the Association to be deposited to the credit of an account or accounts in the name of the Association and, subject to any direction given or restriction imposed by members at a general meeting, such moneys may only be withdrawn for the purpose of payment of the expenses of the Association: Provided that Excom may –
 - 38.1.1 invest and re-invest such moneys not immediately required in the manner it determines from time to time;
 - 38.1.2 use interest earned on such moneys for any purpose of the Association; and
 - 38.1.3 authorise the managing agent to administer and operate such account or accounts on its behalf.
- 38.2 The moneys of the Association may be deposited, invested or re-invested only with registered financial institutions as defined in section 1 of the *Financial Institutions (Protection of Funds) Act 28 of 2001 (as amended)*.

LEVIES PAYABLE BY MEMBERS

39. Contributions by Members to Defray Expenses

- 39.1 Excom, on behalf of the Association, is entitled to collect contributions from members in the form of levies to defray all the expenses which the Association has incurred, or which Excom anticipates the Association will incur, in the attainment of its object or the exercising of its powers, the discharge of its duties or the fulfilment of its obligations. Such contributions may be collected in advance.

²³ See clause 47.3.2

- 39.2 Subject to the provisions of clause 42A.3, each member must pay a levy in respect of each erf registered in her/his name, including such special levy²⁴ as Excom determines from time to time, and a contribution to the Levy Stabilisation Fund of the Association²⁵.
- 39.2A **Omitted**, with footnote ²⁶.
- 39.3 A person is not entitled to a refund of levies lawfully levied upon her/him and duly paid by her/him.
- 39.4 As from the date of the special resolution approving this amendment to the Constitution by members in general meeting (24 October 2019), a member with a consolidated erf, must pay a levy calculated in accordance with the original number of erven prior to consolidation. This clause will not apply retrospectively to existing consolidations.

40. Determination of Monthly Levy

- 40.1 The amount of a monthly levy is determined annually by using the approved estimate of anticipated income and expenditure²⁷ of the Association for the year to which it relates and the number of building opportunities allocated to each erf as basis for such calculation. For purposes hereof –
- 40.1.1 a single (1) residential erf or a group housing erf is regarded as a single (1) building opportunity;
- 40.1.2 the number of building opportunities in respect of all other erven is, in respect of each such erf, the maximum number of residential sectional title units, in the case of a sectional title scheme, erected on that erf, and, in the case of a subdivision of such erf, the maximum number of residential units/portions into which such erf was subdivided, regard being had to the relevant Ministerial Approval and Development Agreements; and
- 40.1.3 an erf in respect of which a determination as contemplated in clause 43²⁸ is in force is not regarded as a building opportunity.

41. Interim Monthly Levy

Excom may, in anticipation of the determination of the monthly levy for a financial year as contemplated in clause 40²⁹, determine an interim monthly levy for that financial year based on its estimate of the anticipated income and expenditure of the Association for that financial year, and may collect such interim monthly levy with effect from the first day of that financial year until such time as the monthly levy for that year is determined as contemplated in clause 40.

42. Special Levy

Excom may whenever necessary make special levies upon members or call upon them to make special contributions in respect of all expenses expected to be incurred or actually incurred by it in the exercising of its powers, the discharge of its duties or the fulfilment of its obligations and which are not included in any estimates of anticipated income and

²⁴ See clause 42

²⁵ See clause 42A

²⁶ Omitted, with clause 39.2A

²⁷ See clauses 37 and 47.3.2

²⁸ Special Dispensation iro Certain Erven. For the vote entitlement of the owners of such erven, see clause 54.1.2

²⁹ Determination of Monthly Levy

expenditure prepared under clause 37³⁰, or to satisfy a judgement debt against the Association.

42A. Contribution to Levy Stabilisation Fund

42A.1 Each member other than a member contemplated in clause 42A.3³¹ must on each sale and subsequent transfer of her/his erf contribute a percentage of the gross selling price to the Levy Stabilisation Fund of the Association.

42A.2 For the purposes of clause 42A.1, "a percentage of the gross selling price" means –

42A.2.1 half a per cent (0,5%) in the case of a person who became a member prior to the date on which this clause comes into operation and who sells her/his erf on or before 31 December 2019; and

42A.2.2 one per cent (1,0%) in the case of a person who becomes a member after the date on which this clause comes into operation.

42A.3 A contribution (exit levy) towards the Levy Stabilisation Fund shall not be required in the below-stated circumstances:

42A.3.1 where a determination has been made in terms of clause 43, partially or fully exempting the owner of an erf from payment of levies; or

42A.3.2 where the alienation of such erf is exempt from transfer duty by virtue of:

42A.3.2.1 inheritance by heirs or legatees; or

42A.3.2.2 an acquisition by a surviving or divorced spouse; or

42A.3.2.3 an acquisition from a spouse by virtue of a marriage in community of property; or

42A.3.3 where the transfer of an erf is into the name of the former life partner / co-inhabitant / common law partner of the owner following the death of the owner or the termination of their relationship.

42A.3.4 Applicable supporting documentation shall be required for all exemptions.

42A.4 The Levy Stabilisation Fund must be administered in accordance with this Constitution.

42B. Once-off Contribution to Levy Stabilisation Fund

42B.1 Notwithstanding the provisions of clause 42A³², a person who became a member prior to the date of the implementation of clause 42A may in lieu of making a contribution to the Levy Stabilisation Fund of the Association on the sale and subsequent transfer of her/his erf, on or before 31 March 2015 make a once-off contribution to that Fund in the amount of ten thousand rand (R10 000).

42B.2 A member who has made a contribution as contemplated in clause 42B.1 will be issued with a certificate exempting her/him from making a contribution as contemplated in clause 42A, which certificate must be surrendered to Excom when the exemption is claimed.

³⁰ Annual Estimate of Anticipated Income and Expenditure

³¹ Contribution to Levy Stabilisation Fund, 42A.3

³² Contribution to Levy Stabilisation Fund

43. Special Dispensation iro Certain Erven

- 43.1 Excom may, on the written application of the owner of an erf, determine that because of special circumstances particular to that erf it qualifies for a special dispensation with regard to the payment of levies.
- 43.2 A determination made under clause 43.1 must indicate –
- 43.2.1 the special circumstances which in the opinion of Excom qualify the erf for a special dispensation;
- 43.2.2 the conditions subject to which the determination is made; and
- 43.2.3 the percentage (if any) of the full levy that is payable in respect of such erf.
- 43.3 Excom must at each annual general meeting table a list of the erven in respect of which –
- 43.3.1 a determination is in force;
- 43.3.2 a determination was made during the year under review;
- 43.3.3 a determination was revoked or amended during the year under review; and
- 43.3.4 an application for a determination was rejected during the year under review.
- 43.4 The list contemplated in clause 43.3 must indicate the special circumstances pertaining to, and the percentage (if any) of the full levy payable in respect of, each affected erf.
- 43.5 Excom may reconsider, revoke or amend any decision under this clause if in its view an affected erf no longer qualifies for a special dispensation, a determination was incorrectly made, an application was not properly considered or if new information regarding an affected erf has come to the fore: Provided that the member concerned must be informed in writing of Excom’s intention and be afforded a reasonable opportunity to make representations.
- 43.6 Members in general meeting may direct Excom to reconsider, revoke or amend any decision under this clause if in their view an affected erf no longer qualifies for a special dispensation, a determination was incorrectly made, an application was not properly considered or if new information regarding an affected erf has come to the fore: Provided that the member concerned must be informed in writing of the directive and be afforded a reasonable opportunity to make representations.

44. Status of Erf Fully or Partly Exempt from Levies

The fact that the owner of an erf is in terms of clause 43³³ fully or partly exempt from paying levies in respect of a particular erf, does not in any way derogate from the status of such erf as being part of the Township Area, and this Constitution, the conduct rules made hereunder and the control measures issued or implemented hereunder, will, subject to the provisions of clause 54.1.2³⁴, apply to it and its registered owner or registered owners in undivided shares, as the case may be, as they apply to an erf and its registered owner or registered owners in undivided shares in respect of which the full levy is payable, subject to the power of Excom to make rules amending the obligations and privileges of any such member, fully or partly exempt from paying levies in respect of a particular erf.

³³ Special Dispensation iro Certain Erven

³⁴ Vote Entitlement

45. Payment of Levies and Contributions

- 45.1 Any levy or contribution that may be collected under clause 39.2³⁵ may be recovered from the persons who were owners of erven at the time when such levy was imposed or such contribution became payable.
- 45.2 A monthly or interim monthly levy is due on the first day of each calendar month.
- 45.3 A special levy is payable in one sum or by such instalments and at such time or times as Excom deems fit.
- 45.4 If a levy or contribution is not paid within ten (10) days of the due date, same will bear interest from the date of delinquency at a rate per annum equivalent to the prime overdraft rate charged from time to time by the Association's Bankers plus two percent (2%).
- 45.5 A person who is in arrear with the payment of a levy or contribution will be liable for all expense incurred by Excom in the recovery of such levy or contribution and the interest thereon, which expense will be added to the levy or contribution payable by that person and claimed as if it were part of such levy or contribution.
- 45.6 Excom may institute legal proceedings as contemplated in clause 10³⁶ or by means of an application to the Community Scheme Ombud Service, against a person for the recovery of arrear levies and contributions, the interest thereon and the expense incurred by Excom in the recovery thereof.
- 45.7 If an owner is in arrears with their levies for more than thirty (30) days, the owner will be considered to be in breach of the good standing provision in terms of the Constitution.

GENERAL MEETINGS OF MEMBERS

CONVENING OF GENERAL MEETINGS

46. Annual General Meetings

Annual general meetings must be held once in every year at such a time and place as Excom determines, but so that no more than fifteen (15) months are allowed to elapse between any two (2) such successive meetings.

47. Business Transacted at Annual General Meetings

The business that must be transacted at an annual general meeting includes –

- 47.1 the consideration of the report referred to in clause 26³⁷;
- 47.2 the consideration of the books of account and records referred to in clause 36³⁸;
- 47.3 the approval with or without amendment of –
- 47.3.1 the schedules of replacement values referred to in clause 34³⁹; and
- 47.3.2 the annual estimate of anticipated income and expenditure referred to in clause 37⁴⁰;

³⁵ Contributions by Members to Defray Expenses

³⁶ Legal Proceedings

³⁷ Report on Affairs of Association

³⁸ Books of Account and Records

³⁹ Insurance

⁴⁰ Annual Estimate of Anticipated Income and Expenditure

- 47.4 the election of Excom members to replace those Excom members whose term of office has expired as contemplated in clause 12⁴¹;
- 47.5 the consideration of any draft Resolution concerning the affairs of the Association of which due notice has been given; and
- 47.6 any other business of which notice has been received at the address determined by Excom at least sixteen (16) days prior to the date set for the meeting.

48. Special General Meetings

- 48.1 All general meetings other than the annual general meetings referred to in clause 46⁴² are called special general meetings.
- 48.2 Excom may convene a special general meeting whenever it thinks fit and must convene such a meeting upon the written request of not fewer than twenty (20) members, directed to the chairperson of Excom.

49. Notice of General Meetings

- 49.1 Excom must convene an annual general meeting by giving at least twenty-one (21) days' notice thereof: Provided that Excom must cause copies of the documentation relating to the business to be transacted at the meeting as contemplated in clause 47⁴³ to be delivered to each member at least fourteen (14) days before the date of the meeting concerned.
- 49.2 A special general meeting must be convened by giving at least fourteen (14) days' notice thereof: Provided that Excom must cause copies of the documentation relating to the business to be transacted at the meeting to be delivered to each member together with the notice convening the meeting.
- 49.3 The notice convening a meeting must be in writing and must specify the place, the day and the time of the meeting and the general nature of the business to be transacted at the meeting: Provided that any meeting will, notwithstanding that it is called by shorter notice than that specified, be deemed to have been correctly called if it is so agreed by ninety percent (90%) of the members.
- 49.4 Inadvertent omission to give notice of a general meeting to, or the non-receipt of such notice by, any person entitled to such notice, does not invalidate any proceedings at any such meeting.

49A. Adjournment of General Meetings

- 49A.1 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 may be transacted at any adjourned meeting other than the business which could be transacted at the meeting from which the adjournment took place.
- 49A.2 Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting must be given in the same manner as of an original meeting.

⁴¹ Number, Election and Qualifications of Excom Members

⁴² Annual General Meetings

⁴³ Business Transacted at Annual General Meetings

- 49A.3 Subject to the provisions of clause 49A.2, the members are not entitled to any notice of adjournment under this clause, or of the business to be transacted at an adjourned meeting.

PROCEEDINGS AT GENERAL MEETINGS

50. Quorum

- 50.1 No business may be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.
- 50.2 For all purposes the quorum is at least thirty-five (35), and consisting of members present in person or by proxy.
- 50.3 If at any general meeting a quorum is not present within thirty (30) minutes of the time set for the meeting, the meeting, if convened at the request of members, must be dissolved. In any other case it will stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present within thirty (30) minutes of the time set for the meeting, the members present in person or by proxy will be a quorum: Provided that all members must be given notice of such adjourned meeting.

50A. Generally Accepted Practice

- 50A.1 Except as otherwise provided in this Constitution, general meetings must be conducted in accordance with generally accepted practice.
- 50A.2 Every motion and amendment to a motion proposed for adoption must be seconded at the meeting and, if not seconded, will be deemed not to have been proposed.

51. Chairperson

- 51.1 The chairperson of Excom presides at a general meeting.
- 51.2 If there is no such chairperson or if the chairperson is not present within fifteen (15) minutes after the time set for the meeting, or if she/he is unwilling or unable to preside, the members present must elect from among the Excom members present or, if no Excom member is present, or if no Excom member is willing or able to preside, one of their number present to be chairperson of the meeting.

52. Voting Procedure

- 52.1 At any general meeting the question on a motion or amendment put to the vote is decided on a show of hands, unless the chairperson, in her/his discretion, directs that a ballot be taken, or, either prior to or on the declaration by the chairperson of the result of the show of hands, a ballot is demanded by any person entitled to vote.
- 52.2 Each member present in person and entitled to vote, and each person present as proxy for a member who is entitled to vote, must, when a question is to be decided on a show of hands, orally announce how she/he casts each vote to which she/he is entitled if she/he is entitled to more than one vote.
- 52.3 A declaration by the chairperson that the question has on the show of hands been carried or lost will be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour of or against such question.

- 52.4 A directive or demand for a ballot may be withdrawn by the person concerned.
- 52.5 The result of a poll is deemed to be a resolution of the meeting at which such poll was taken, and an entry in the minutes of proceedings to the effect that a question has been carried or lost, with or without a record of the number of votes recorded in favour of or against such question, will be conclusive evidence of the result of the poll if such entry conforms with the declaration made by the chairperson at the meeting concerned.
- 52.6 Notwithstanding any provision to the contrary in this clause, a poll on the election of a chairperson or on any question of adjournment, will be decided on a show of hands.

53. Majority Required

All questions are decided by simple majority or by the other majority specifically required in a particular case by this Constitution of those members who are entitled to vote and are present in person or by proxy and voting.

54. Vote Entitlement

- 54.1 Subject to clauses 54.2 and 54.3, each member is entitled to one (1) vote for each erf in the Township Area registered in her/his name, provided that –
- 54.1.1 ownership of an erf in undivided shares constitutes only one (1) membership; and
- 54.1.2 a member who is under clause 43⁴⁴ fully or partly exempt from payment of levies in respect of a particular erf is not entitled to a vote on account of her/his ownership of that erf.
- 54.2 When two (2) or more persons are joint registered owners of an erf, the vote to which they are entitled may be exercised only by a person (who may or may not be one of them) jointly appointed by them as their proxy: Provided that any one of them may demand a poll.
- 54.3 If an erf is jointly owned by a natural person and a company, the vote to which they are entitled may be exercised only by a person (who may or may not be such natural person or a director of the company) jointly appointed by such natural person and the directors of the company as their proxy: Provided that such natural person and any one of the directors of the company may demand a poll.

55. Right to Vote

Each member entitled to vote has the right, either in person or by proxy, to exercise a vote in respect of any matter to be voted on by members in general meeting: Provided that a member may not exercise a vote to which she/he would otherwise be entitled –

- 55.1 if any levies payable by her/him under this Constitution, together with any interest and costs in connection therewith, have not been duly paid and provision has not been made to the satisfaction of Excom for the payment thereof; or
- 55.2 she/he persisted in breach of any provision of this Constitution or any conduct rule or control measure after written notice requiring her/him to remedy such breach, and provision has not been made to the satisfaction of Excom for the remedying thereof; or
- 55.3 in respect of any contract or proposed contract, or any litigation or proposed litigation, with the Association in which she/he has any interest.

⁴⁴ Special Dispensation iro Erven

56. Proxy

- 56.1 A member may be represented at a general meeting by a proxy, who need not be a member of the Association, but may not be a person or service provider, or the employee of a service provider, engaged by the Association under clause 27⁴⁵, or a managing agent, or the employee of a managing agent, appointed under clause 28⁴⁶.
- 56.2 The instrument appointing a proxy must be in writing and signed by the member concerned or his duly authorised agent in writing, but need not be in any particular form.
- 56.3 Where a member is –
- 56.3.1 more than one person, any one of those persons may sign the instrument appointing a proxy on such member’s behalf;
- 56.3.2 a company, the proxy may be signed by the chairperson or managing director of the board of directors of the company or by its secretary;
- 56.3.3 a close corporation, the proxy may be signed by any of its members;
- 56.3.4 a trust, the proxy must be signed by all of its trustees; and
- 56.3.5 an association of persons, the proxy must be signed by the chairperson or secretary of its managing committee.
- 56.4 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof, must be deposited at the address determined by Excom or given to the chairperson of the meeting at any time before the time set for the meeting, or adjourned meeting, at which the person named in the instrument proposes to represent her/his appointer.
- 56.5 No instrument appointing a proxy will be valid after the expiration of twelve (12) months from the date of its execution.
- 56.6 A vote cast in good faith in accordance with the terms of an instrument of proxy will be valid notwithstanding the previous death of the appointer or revocation of the appointment, provided that no intimation of the death or revocation has been received by Excom or the chairperson of the meeting at least one (1) hour before the time set for the meeting.

57. Companies/Trusts – Re-located

58. Incapacity

Should any member be declared incapable of managing her/his own affairs, or a prodigal or insolvent, or in the case of a juristic person, placed under temporary supervision for the purposes of a business rescue plan, or into liquidation, such member may be represented by her/his appointed curator, trustee, business rescue practitioner, executor or liquidator, as the case may be, who will be entitled to vote on her/his behalf, either personally or by proxy.

⁴⁵ Engagement of Persons and Service Providers

⁴⁶ Appointment, Powers and Duties of Managing Agent

CONSTITUTION, CONDUCT RULES AND CONTROL MEASURES

59. Conduct Rules

- 59.1 The Association may make such conduct rules as it deems necessary for the promotion of safe and harmonious community-living in the Township Area and for the control, management, administration, use and enjoyment of the common property of the Association.
- 59.2 The Association may as part of the conduct rules issue such architectural directives as it deems necessary and prescribe the architectural style and the materials to be used in respect of any buildings to be erected or in respect of any renovations, alterations or additions to be carried out to existing buildings and in particular to control the exterior design of such buildings and renovations, alterations or additions and the materials and colours used, so as to ensure an aesthetically pleasing character to the buildings in the Township Area: Provided that such directives will apply *mutatis mutandis* to other site works on a member's erf, including, but not limited to, fences, pergolas, boundary walls, retaining walls and paving.
- 59.3 The conduct rules made by the Association, and any addition thereto, or substitution, amendment, or repeal thereof, may not be in conflict or irreconcilable with any provision of this Constitution. In the event of any such conflict or irreconcilability, the provisions of this Constitution will prevail.

59A. Control Measures

- 59A.1 Excom may in its discretion from time to time issue or implement control measures to regulate –
- 59A.1.1 access and egress control at the entrances to the Estate;
 - 59A.1.2 traffic in the Estate, including the erection of traffic signs and speed humps and bumps, the implementation of speed limits and the carrying out of speed checks in the Estate;
 - 59A.1.3 the parking of vehicles in the Estate;
 - 59A.1.4 the preparation and processing of building plans contemplated in clause 70⁴⁷;
 - 59A.1.5 the conduct of persons who perform work in the Estate; and
 - 59A.1.6 the application and enforcement of control measures necessitated by unforeseen environmental and legislative changes.
- 59A.2 A control measure may not be in conflict or irreconcilable with any provision of this Constitution or any conduct rule.
- 59A.3 Excom may from time to time determine and collect such fees in connection with such control measures as it deems necessary.
- 59A.4 Where feasible, Excom must prior to issuing or implementing an intended control measure, consult with members in the immediate vicinity of the area where such measure will be implemented.
- 59A.5 Excom must at least fourteen (14) days before its implementation in writing inform all members of any new control measure and any addition to, or substitution, amendment, or

⁴⁷ Submission of Building Plans

repeal of, a provision of an existing control measure and of any penalty determined under clause 60⁴⁸ in respect thereof.

- 59A.6 Excom must at the next annual general meeting table a report on any new control measure and any addition to, or substitution, amendment or repeal of, a provision of an existing control measure issued since the previous meeting.

60. Penalties Determined by Excom

- 60.1 Excom may from time to time determine the penalties to be imposed for the breach of a provision of this Constitution, a conduct rule or a control measure, and the amount of an initial and subsequent penalty.
- 60.2 Any penalty imposed on, or cost of the remedying of a breach of the provisions of this Constitution, a conduct rule or a control measure claimed from, a member may, if it is not paid within ten (10) days after the member has been notified of the imposition of the penalty or the claim, be added to the monthly levy payable by that member under clause 45⁴⁹ and claimed as if it were part of such levy.
- 60.3 Any penalty imposed on, or cost of the remedying of a breach of the provisions of this Constitution, a conduct rule or a control measure claimed from, a person who is not a member may, if it is not paid within ten (10) days after the offender has been notified of the imposition of the penalty or the claim, be claimed through due process from the relevant member.
- 60.4 If a penalty or cost referred to in this clause is not paid within ten (10) days of the due date, same will bear interest from the date of delinquency at a rate per annum equivalent to the prime overdraft rate charged from time to time by the Association's Bankers plus two percent (2%).

61. Amendment of Constitution and Conduct Rules

- 61.1 Any member may propose an addition to, or substitution, amendment, or repeal of, a provision of this Constitution or the conduct rules by submitting a written motivated proposal to that effect to Excom.
- 61.2 If Excom is of the view that the matter should be proceeded with, it must submit the proposal to members for consideration at the next annual general meeting.
- 61.3 If Excom is of the view that the matter should not be proceeded with, it must inform the member accordingly in writing: Provided that Excom must upon the written request of not fewer than twenty (20) members place the matter on the agenda of the next general meeting.
- 61.4 Any proposed addition to, or substitution, amendment or repeal of, a provision of this Constitution or of the conduct rules may be effected only by a resolution passed at a meeting by a two-thirds ($\frac{2}{3}$ ^{rds}) majority of members present in person or by proxy and voting.

61A. Relaxation of / Deviation from Architectural Directives

- 61A.1 Excom may on good cause shown in a particular instance relax, or deviate from, an architectural directive if in its sole discretion special circumstances warrant such relaxation or deviation.

⁴⁸ Penalties Determined by Excom

⁴⁹ Payment of Levies and Contributions

61A.2 A relaxation or deviation contemplated in this clause does not constitute an amendment or repeal of the architectural directive concerned or prevent its enforcement by Excom in any other instance.

61A.3 Excom must at the next annual general meeting table a report on any relaxation or deviation allowed since the previous annual general meeting.

62. Notification of Interested Parties

62.1 Excom must, within twenty-one (21) days of its adoption in writing inform all members, the Commissioner for the South African Revenue Service and the Stellenbosch Municipality of any addition to, or substitution, amendment or repeal of, a provision of this Constitution.

62.2 Excom must at least fourteen (14) days before its implementation in writing inform all members of any addition to, or substitution, amendment or repeal of, a provision of the conduct rules or any control measure, and of any penalty determined under clause 60⁵⁰.

63. Record of Constitution, Conduct Rules and Control Measures

Excom must keep a complete record of this Constitution and of all conduct rules and control measures, and penalties in force from time to time, which must be available for inspection by members at the address determined by Excom.

64. Binding Nature of Constitution, Conduct Rules and Control Measures

64.1 The provisions of this Constitution and of the conduct rules and control measures are binding on all members and also on all other persons who reside in, or for whatever purpose enter, the Township Area.

64.2 It is the duty of the member concerned to ensure compliance with the provisions of this Constitution and of the conduct rules and control measures by –

64.2.1 any of her/his family members who resides in her/his dwelling, and her/his visitor, guest, worker, employee, agent, service provider or contractor; and

64.2.2 any person who has the right to reside, or be present, in her/his dwelling in terms of an arrangement granting rights of occupancy, whether for consideration or not, and the family member of such person who resides in that dwelling, and such person's visitor, guest, worker, employee, agent, service provider or contractor.

MISCELLANEOUS PROVISIONS

64A. Deposit i.r.o. Building Work

64A.1 A member must pay to the Association the building deposit from time to time determined by Excom before any building work may be commenced.

64A.2 The building deposit consists of two components, namely –

64A.2.1 a refundable component, which is refundable with interest at a rate determined from time to time by Excom, after a certificate of occupancy has been issued by the Stellenbosch Municipality and after any costs that may in terms of the control measures regulating the performance of building work in the Township Area be recovered from it have been deducted; and

⁵⁰ Penalties Determined by Excom

64A.2.2 a non-refundable component, which is retained as a contribution towards the Maintenance Fund of the Association.

64B. Indemnity

64B.1 An Excom member and, if Excom so determines in writing in a particular instance, a person or service provider engaged by Excom under clause 27⁵¹, will be indemnified by the Association against all costs, losses, expenses and claims which she/he may incur or become liable to by reason of any act done by her/him in the exercising of her/his powers, the discharge of her/his duties or the fulfilment of her/his obligations, unless such costs, losses, expenses or claims are caused by the mala fide or grossly negligent act or omission of such person or service provider.

64B.2 Excom must pay such indemnity out of the funds of the Association.

65. Signing of Instruments

No instrument signed on behalf of the Association will be valid and binding unless it is signed by two (2) Excom members or by an Excom member and the managing agent or, in the case of a certificate issued under clause 66⁵², by an Excom member or by the managing agent.

66. Consent to Transfer of Erf

66.1 No member may transfer her/his erf until Excom has issued a certificate consenting to such transfer. Such certificate may not be withheld unless –

66.1.1 such member is indebted to the Association in any way in respect of levies, contributions or other amounts which the Association may in terms of this Constitution, the conduct rules or the control measures collect or claim from her/him and provision has not been made to the satisfaction of Excom for the payment thereof;

66.1.2 the proposed transferee has not agreed to become a member;

66.1.3 such member remains in breach of any of the provisions of this Constitution, the conduct rules or the control measures after written notice requiring her/him to remedy such breach and provision has not been made to the satisfaction of Excom for the remedying thereof.

66.2 Excom may charge a reasonable fee for issuing the certificate, which fee may be determined by Excom from time to time.

66.3 **Omitted**

67. Loans

67.1 Members may not make loans on behalf of the Association to themselves.

68. Winding up

68.1 The Association may be wound up by a resolution of members provided that –

68.1.1 two-thirds ($\frac{2}{3}$ ^{rds}) of the members present in person or by proxy and voting vote in favour thereof; and

68.1.2 the Stellenbosch Municipality consents thereto.

⁵¹ Engagement of Persons and Service Providers

⁵² Consent to Transfer of Erf

68.2 In the event of such winding up, it will be the duty of Excom, or a suitably qualified person appointed by it, to convert the Association's assets into cash, pay all the liabilities of the Association and thereafter distribute the rest to a similar association of persons succeeding the Association and which is also exempt from income tax under section 10(1)e(iii) of the *Income Tax Act 58 of 1962 (as amended)*. If the Association is not succeeded by such an association, the remaining money must then be paid to such fund as may be required by law.

69. Zoning Conditions

69.1 The conditions pertaining to the municipal zoning scheme regulations applicable to a development phase of the Township Area must at all times be observed by the owner or owners of an erf in the phase concerned.

69.2 Any application to the Stellenbosch Municipality for permission to deviate from the zoning scheme regulations pertaining to an erf must be accompanied by the written consent of Excom, and the Stellenbosch Municipality may not approve such application if Excom opposes it.

70. Submission of Building Plans

70.1 A member shall submit an electronic version of building plans for work on her/his erf to Excom at the Welgevonden Estate Office for examination and approval prior to the submission of such plans to the Stellenbosch Municipality for their approval. No hard copy (paper) plans shall be accepted.

70.1A For the purposes of clause 70.1, "electronic building plans" means design drawings and specifications for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of, an existing dwelling, or for the erection of a pergola, fence, boundary wall, retaining wall, or the laying of paving.

70.2 Should Excom not approve a plan submitted in terms of clause 70.1, it must furnish the member concerned with its reasons in writing and any disagreements or disputes arising must be dealt with in terms of the dispute resolution procedure provided for in clause 72⁵³.

70.3 After such plans are approved by the Stellenbosch Municipality a member shall submit an electronic copy of the approved plans to the Welgevonden Estate Office.

70.4 Members' responsibilities regarding the submission of building plans include:

70.4.1 All members shall ensure that a digitised/electronic version of the Stellenbosch Municipality-approved building plan for their dwelling, showing all structures and improvements on the erf, is on file at the Welgevonden Estate Office on or before 1 (one) December 2025.

70.4.2 Non-compliance to clause 70.4.1. shall result in remedial action taken by Excom in terms of the WHOA Estate Rules, rule 7.

70.4.3 Should any property on Welgevonden Estate be transferred or application made for improvements before the member had submitted an electronic version of her/his building plans to the Welgevonden Estate Office, the Excom shall not be able to grant approval for the transfer of the property to a new owner, or for any improvements, until such time that the electronic version of the plans had been submitted to the Welgevonden Estate Office.

⁵³ Interpretation/Disputes

71. Servitude for Maintenance of Services by Stellenbosch Municipality

A servitude for the maintenance of services by the Stellenbosch Municipality is registered over all existing and future road reserves, the water supply system, storm water pipes, sewerage system and electrical network where applicable.

71A. Completion of dwelling by a member

In order to maintain high standards and to ensure an attractive and harmonious Estate, the Member acknowledges that the construction of the dwelling and the establishment and landscaping of the garden on vacant erven shall be completed within 24 (twenty-four) months as from 1 January 2023.

Any member who does not comply with the provisions of clause 71A, and who is in breach of the said clause, by not completing the dwelling and establishment of a garden, will be liable to pay to the Association additional levy amounts calculated as set out hereunder, over and above the normal levy contemplated under clause 39:

- 71A.1 Year 1 (one) of breach: 100% of normal levy (implies double the normal levy);
- 71A.2 Year 2 (two) of breach: 200% of normal levy (implies three [3] times the normal levy);
- 71A.3 Year 3 (three) of breach: 300% of normal levy (implies four [4] times the normal levy); and
- 71A.4 Thereafter, the total levy payable will be the normal levy plus the 300% of the normal levy (implies four [4] times the normal levy) until compliance with clause 71A by the member.

72. Interpretation/Disputes

- 72.1 Should any dispute, disagreement or claim ("dispute") whatsoever between a member and the Association concerning the interpretation of this Constitution and/or the conduct rules and/or the control measures arise, the aggrieved party must notify the other interested party in writing, and copies of such notification must be served as contemplated in clauses 73⁵⁴–74⁵⁵.
- 72.2 Thereafter the parties must try to resolve the dispute by negotiation, which entails that the one party invites the other party in writing to a meeting where they must attempt to resolve the dispute within seven (7) days from the date of the invitation.
- 72.3 In the event that internal method of resolution fails, the Community Scheme Ombud Service may be approached, should there be a dispute between member(s) or tenant(s) and the HOA, or the HOA and its member(s) or tenant(s), or between members, and all internal remedies have been exhausted.
- 72.4 **Omitted**
- 72.5 **Omitted**

⁵⁴ Notice, Delivery and Service by Association

⁵⁵ Notice, Delivery and Service by Member

NOTICES, DOCUMENTATION AND LEGAL PROCESS

73. Notice, Delivery and Service by Association

- 73.1 Each member must provide Excom with an address within the Republic of South Africa for the purpose of giving notices, delivering documentation and the serving of legal process.
- 73.2 Each member must provide Excom with her/his electronic mail address. Provided that Excom may on good cause shown absolve a member from complying with this provision.
- 73.3 Every notice given to, document delivered to, or legal process served on, a member by the Association for any purpose arising out of this Constitution, the conduct rules or the control measures must be in writing and must be given to, delivered to, or served on, the member either personally or by post in a prepaid registered letter, properly addressed to the member at the address of the erf owned by her/him or to the other address provided by the member in writing, or to her/his electronic mail address.
- 73.4 No member is entitled to have a notice given to, documentation delivered to, or legal process served on, her/him at any address not within the Republic of South Africa.

74. Notice, Delivery and Service by Member

Every notice given to, document delivered to, or legal process served on the Association by a member for any purpose arising out of this Constitution, the conduct rules or the control measures, must be in writing and must be given to, delivered to, or served on the Association either personally or by post in a prepaid registered letter, properly addressed to the Association at the address of the managing agent from time to time appointed by Excom, or to the Association's electronic mail address.

75. Receipt by Party

- 75.1 Any notice, document or legal process sent by prepaid registered post will be deemed to have been received by the addressee seven (7) days after transmission.
- 75.2 In proving the transmission of a notice, document or legal process by registered post, it will be sufficient to prove that the notice, document or legal process was properly addressed and posted.
- 75.3 Any notice, document or legal process transmitted to an electronic mail address will be deemed to have been received by the addressee on the date on which it is transmitted.

SCHEDULE OF AMENDMENTS

WELGEVONDEN HOME OWNERS' ASSOCIATION (WFOA) CONSTITUTION

Special resolutions passed at Annual General Meetings

DATE OF AGM and clauses	DESCRIPTION OF AMENDMENTS
27 November 2014	Special resolutions passed at the Annual General Meeting
Definitions	A new clause 1.2A is inserted to provide for the wider ranging control measures that Excom will be empowered to issue or implement. Various other provisions are also adjusted to include a reference to such control measures.
Definitions	Clause 1.6 is amended to include in the definition of "levy" the proposed new contribution to the Levy Stabilisation Fund. Various other provisions are similarly amended.
Powers of Association	Clause 7.1.2 is amended so that it now lays the foundation for the issuing of rules and directives and control measures, and for the collection of fees and deposits in connection therewith, and locating all the finer detail thereof in clauses 59 – 64.
Constitution and Function of Excom	A new clause 8.3 is inserted that will allow Excom to designate one of its members to attend meetings of creditors of a Member who is indebted to the Association.
Contracts and Agreements	Clause 9 is amended to empower Excom to enter into financing agreements for the purpose of improvements authorised by members. See also clause 7.1.6
Delegation of Powers, Duties and Obligations	A new clause 11.2 is proposed that will compel Excom to record in its minutes or in the appointment agreement of the person or service provider concerned, and clearly set out the scope of, any delegation.
Appointment to Fill Vacancy ...	A new clause 14.5 is inserted to make it incumbent on Excom to report to a general meeting any interim appointments it has made to supplement the Excom membership. Appointed Excom members have the same powers, duties and obligations as Excom members elected by members at an annual general meeting, and the Association should, therefore, be informed of who may act on their behalf.
Indemnity	Clause 17 which deals with indemnity is located in a part of the Constitution that deals only with Excom matters, and, therefore, seems out of place. It is re-located to a new clause 64B under " <i>Miscellaneous Provisions</i> ", with certain amendments, where it is normally found in HOA constitutions.
Ineligibility of Disqualification to Serve on Excom	Currently clauses 12.6 and 18 deal with the matter of ineligibility and disqualification of persons to serve on Excom with slightly differing provisions for election and for vacation of a seat. Also, appointment under clause 14 is not properly covered. The proposed provision new clause 17A now covers all in the same manner, and also updates the

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DATE OF AGM and clauses	DESCRIPTION OF AMENDMENTS
27 November 2014 (continued)	reference to the <i>Companies Act (as amended)</i> .
Appointment, Powers and Duties of Managing Agent	Clause 28 is amended to provide for the appointment of a managing agent for a maximum period of 3 years at a time in favour of the current provision allowing for an indefinite automatic renewal of the appointment from year to year. This amendment will bring about more certainty for both the WHOA and the appointed managing agent.
Traffic Control Measures	<p>Clause 31 currently deals with only traffic control measures that may be issued by Excom. The provision is re-located as clause 59A to the part of the Constitution dealing with conduct rules and the amendment thereof, and extended to allow for control measures also in respect of –</p> <p>access and egress control at the entrances to the Estate, which reflects the current practice;</p> <p>the parking of vehicles on the Estate, which is in line with a general meeting resolution;</p> <p>the preparation and processing of building plans; and</p> <p>the activities of persons who perform work on the Estate.</p> <p>In recognition of the WHOA’s overall authority it is further provided that –</p> <p>such a control measure may not be in conflict with the Constitution or any conduct rule and may not create a further conduct rule;</p> <p>Excom may determine and collect fees [e.g. payment for parking] in connection with such control measures; and</p> <p>Excom must at the next annual general meeting table a report on any new and adjusted control measure issued since the previous meeting.</p>
Contribution to Levy Stabilisation Fund	A new clause 42A is inserted to provide for a contribution to the WHOA Levy Stabilisation Fund by a member upon disposal of her or his property.
Once-off Contribution to Levy Stabilisation Fund	A new clause 42B is inserted to provide for a once-off contribution to the WHOA Levy Stabilisation Fund by current members in lieu of paying the exit levy.
Adjournment of General Meetings	A new clause 49A is inserted to determine that General Meetings must be conducted in accordance with generally accepted practice. Excom is in the process of compiling a manual that sets out generally accepted practice at meetings of this nature.
Proxy Companies/Trusts	The current clauses 56 and 57 do not deal sufficiently with a number of important aspects regarding proxies. The two clauses are now combined into one comprehensive provision that is in line with the provision currently found in most other HOA constitutions.

DATE OF AGM and clauses	DESCRIPTION OF AMENDMENTS
27 November 2014 (continued)	
Relaxation of / Deviation from Architectural Directives	A new clause 61A is inserted that will allow Excom on good cause shown in a particular instance to relax an architectural directive if special circumstances warrant such relaxation or deviation. This is done to give a basis in the Constitution for a current entry in the <i>Architectural Directives and Design Guidelines</i> . It is further provided that Excom must at the next annual general meeting table a report on any relaxation or deviation allowed since the previous annual general meeting.
Deposit iro Building Works	The new clause 64A which provides for a deposit iro building work, is in fact an existing provision in the Estate Rules re-located here in line with the intention to make the Constitution the founding instrument for penalties, fees, deposits etc., and then to provide the detail for the management thereof in the measure concerned.
Indemnity	The proposed new clause 64B is in fact the current clause 17 re-located here, because in this location it fits in better with the structure of the Constitution. Clause 64B.1 differs from the current clause 17.1 in that whereas clause 17.1 provides for indemnity of service providers, agents, etc. [except the managing agent], across the board as a matter of course, clause 64B.1 now requires Excom to take a considered decision on whether indemnity is warranted in a particular case.
Interpretation/Disputes	Clause 72 currently provides for disputes to be settled by determination by a practising senior advocate or a senior architect, depending on the nature of the dispute. Because of time and expense implications, and the complicated nature of the appointment process, an increasing number of HOAs are changing their similar dispute resolution procedure to allow a more flexible and cheaper process with the assistance of the Arbitration Foundation of Southern Africa. Clause 72 as amended follows suit
Notices, Documentation and Legal Process	Clauses 73 – 75 are amended to allow for a much less complicated system for the serving of notices. It does away with the very formalistic <i>domicilium citandi et executandi</i> provision and rather uses a more modern set of provisions.
24 October 2019	Special resolutions passed at the Annual General Meeting
Definitions	Clause 1 is amended to include a new Clause 1.1A to incorporate the definition of "A member in good standing".
Definitions	Clause 1.10 is amended to make provision for the change in status of erven currently or previously included in "the Township Area". <i>(Clause 1.10 was amended pursuant to a legal opinion dated 30 December 2017, obtained from Adv. AM Breitenbach SC & AE Erasmus.)</i>

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DATE OF AGM and clauses	DESCRIPTION OF AMENDMENTS
24 October 2019 (continued)	
Membership of Association	Clause 5.5: A new clause 5.5 is inserted to explain the rights of joint ownership.
Duties of Executive Committee Members	Clause 17B: A new clause 17B is inserted to stipulate the duties of Excom members in line with the <i>Community Schemes Ombud Service Act 9 of 2011 (as amended)</i> regulations.
Quorum Voting	Clauses 20 and 21: A few sub-clauses were inserted under clauses 20 and 21 to add governance to the actions of Excom and to make provision for easier administration.
Quorum	Clauses 20.4 and 20.5 are inserted to allow Excom members to be represented by a proxy at Excom meetings.
Voting	Clause 21.3 is inserted to prevent Excom members from voting on matters where a conflict of interest is present.
Voting	Clause 21.4 is inserted to provide for electronic voting.
Insurance	Clause 34.3: A new clause 34.3 is inserted to stipulate the responsibility of Excom members to arrange fidelity insurance cover in line with the <i>Community Schemes Ombud Service Act 9 of 2011 (as amended)</i> requirement.
Books of Account and Records	Clause 36.1.1 is amended to make provision for current legislation.
Contributions of Members to Defray ...	Clause 39.4: A new clause 39.4 is inserted to pre-empt the consolidation of erven without cognisance of the impact thereof on levies.
Status of Erf Fully or Partially Exempt ...	Clause 44 is amended to make provision for amended obligations and privileges of members who do not pay a levy or who only pays a partial levy.
Payment of levies and contributions	Clause 45.4 is amended to increase the interest on late payments of levies to two percent (2%).
Payment of levies and contributions	Clause 45.6 is amended to make provision for the <i>Community Schemes Ombud Service Act 9 of 2011 (as amended)</i> provisions.
Payment of levies and contributions	Clause 45.7: A new clause 45.7 is inserted for stricter measurements to be available in case of non-payment of levies.
Control Measures	Clause 59A.1.2 was amended in line with current practice.
Control Measures	Clause 59A.1.6: A new clause 59A.1.6 is inserted to allow Excom to put interim control measures in place in times of unforeseen and extraordinary environmental or legislative circumstances.

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DATE OF AGM and clauses	DESCRIPTION OF AMENDMENTS
24 October 2019 (continued)	
Penalties Determined by Excom	Clause 60.3 is amended in line with current practice.
Penalties Determined by Excom	Clause 60.4 is amended to increase the interest on late payments of fines to two percent (2%).
Submission of Building Plans	Clause 70.3: A new clause 70.3 is inserted to state the implied requirements more clearly in terms of the building plan application process.
Interpretation/Disputes	Clause 72.3 is amended in line with the Community Schemes Ombud Service regulations regarding disputes.
Interpretation/Disputes	Clauses 72.4 and 72.5 are omitted to concur with current legal requirements. See clause 72.3 as amended.
26 November 2020	Amendments approved at the Annual General Meeting
Numbers, Election and Qualifications of Excom Members	Clauses 12.5 and 12.5.1 are omitted to ensure that only bona fide members (homeowners) are eligible to be nominated to serve on Excom.
24 November 2022	Special resolutions passed at the Annual General Meeting
General	<p>General: Revisions of the WHOA Constitution are required from time to time to allow for changed legal instruction, as well as the procedures and the requirements of a dynamic residential estate.</p> <p>In the 2022 revisions a number of grammar and style revisions were effected without changing context or meaning of the content.</p> <p>The word "fine" has been replaced by "penalty" as "fine" is widely regarded as a "sum of money ordered by the court to pay for an offence, after the complete persecution in the matter". On the other hand, "penalties" do not "involve court proceedings and are imposed when a person does not comply with the provision of a specific act."</p>
Status of Association	Clause 6.1 is revised, inserting the last clause "... now governed ..." to comply with current legislative requirements.
Powers of Association	Clause 7.2 is revised, inserting "... Welgevonden Estate ..." to make provision for current terminology.
Voting	Clause 21.4: The clause number referred to in the third line "clause 22.5" is revised to read "clause 20.5" as it referred to a clause that was not applicable.
Minutes of Proceedings	A new clause 25.1.3A is inserted to make provision for changed requirements related to the electronic filing and accessibility of administrative records such as minutes of meetings.

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WHOA Constitution

DATE OF AGM and clauses	DESCRIPTION OF AMENDMENTS
Payment of Levies and Contributions	Clause 45.7: The following words are omitted from this clause "... all access tags to enter into the Estate related to the particular erf will be deactivated ..." to align with current legislative requirements.
Penalties Determined by Excom	Clause 60.1: The words "... including wheel clamping ..." are omitted and the last word in the paragraph "... fine." Is replaced with "penalty".
Completion of Dwelling by a Member	A new clause 71A is inserted to make provision for a new regulation that stipulates that on vacant erven dwellings are to be constructed, and gardens established / landscaping done, within 24 (twenty-four) months as from 1 (one) January 2023, if not additional levy amounts will be imposed.
Notice, Documentation and Service by Association	Clauses 73.2, 73.3, 74 and 75.3 are revised with the words "... and/or facsimile number ..." omitted as this medium of communication is not used anymore.
29 November 2023	Special resolutions passed at the Annual General Meeting
General	General: All reference to "address" and "office of the Association" are replaced with "Welgevonden Estate Office".
Contributions by Members to Defray Expenses	Clause 39.2 is amended, replacing reference to clause 39.2A with 42A.3 resultant from the amendment of clause 42A.
Contributions by Members to Defray Expenses	Clause 39.2A is omitted resultant from the amendment of clause 42A.
Contributions to Levy Stabilisation Fund	<p>Clause 42A is amended to include exemptions from a contribution to the WHOA Levy Stabilisation Fund. These exemptions were approved at the WHOA AGM, 27 November 2014, but were not included in the minutes of that meeting, nor in the WHOA Constitution at the time. This amendment will correct this oversight. These exceptions were granted to the benefit of members since 2014.</p> <p>Clause 42A.1 is amended, replacing reference to clause 39.2A with 42A.3.</p> <p>Clause 42A.3 is amended to list the circumstances (clauses 42A.3.1 to 42A.3.3) under which a contribution (exit levy) towards the Levy Stabilisation Fund shall not be required.</p> <p>A new clause 42A.3.4 is inserted to include the necessity for supporting documents to verify eligibility for exemptions.</p>

DATE OF AGM and clauses	DESCRIPTION OF AMENDMENTS
Submission of Building Plans	<p>Clause 70: Submission of Building Plans: Electronic submission – a Stellenbosch Municipality requirement</p> <p>All reference to “building plans” to be amended to read “electronic building plans” where applicable.</p> <p>All reference to “address” and “office of the Association” to be replaced with “Welgevonden Estate Office”.</p> <p>Clause 70.1 is amended to read: “A member shall submit an electronic version of the building plans for work on her/his erf to Excom at the Welgevonden Estate Office for examination and approval prior to the submission of such plans to the Stellenbosch Municipality for their approval. No hard copy (paper) plans shall be accepted.”</p> <p>Clause 70.1A is amended to include “... electronic ...” in the first line.</p> <p>Clause 70.3 is amended to read: “After such plans are approved by the Stellenbosch Municipality a member shall submit an electronic copy of the approved plans to the Welgevonden Estate Office.”</p> <p>A new clause 70.4 is inserted to read: “Members’ responsibilities regarding the submission of building plans include:</p> <p>70.4.1 “All members shall ensure that a digitised/electronic version of the Stellenbosch Municipality-approved building plan for their dwelling, showing all structures and improvements on the erf, is on file at the Welgevonden Estate Office on or before 1 (one) December 2025.</p> <p>70.4.2 “Non-compliance to clause 70.4.1 shall result in remedial action taken by Excom in terms of the <i>WHOA Estate Rules, rule 7</i>.</p> <p>70.4.3 “Should any property on Welgevonden Estate be transferred or application made for improvements before the member had submitted an electronic version of her/his building plans to the Welgevonden Estate Office, the Excom shall not be able to grant approval for the transfer of the property to a new owner, or for any improvements, until such time that the electronic version of the plans had been submitted to the Welgevonden Estate Office.”</p>
21 November 2024	Special resolutions passed at the Annual General Meeting
Letting of Common Property	Clause 33 is amended to include two additional clauses, 33.3 and 33.4 to clarify aspects regarding the letting of common property by the WHOA.