

RULES

1. Structural or decorative extensions, renovations or any act which might affect the aesthetic appearance of the development as a whole may not be made without the written approval of the Management Committee.
2. Any fixtures or fittings such as blinds, sunshades, special lighting, airconditioning units, fans, refuse and waste containers, or any other similar apparatus may not be affixed, attached or left so as to be visible from the outside of any unit.
3. Any vehicle shall be parked in such a fashion that it does not form an obstruction to any other vehicle.
4. No owner shall allow any of his/her possessions, or those of his/her lessees/visitors/servants to be left on the front portion of his/her property.
5. No owner shall cause his/her land unit or structure thereon, or any portion of the common property to be in a dirty or unhygienic state.
6. No owner shall do or allow anything to be done that may be a constant nuisance to the other owners. No owner may do anything which may contravene any act, ordinance, proclamation or statutory arrangement relating to or affecting the Title Conditions of the property or the common area or the regulations of the local authority.
7. No owner shall effect any changes to the electrical installations or conducts, the water connections or the plumbing installations on his/her unit or the common property.
8. Each owner shall ensure that drainage pipes in or on his/her land unit are maintained in a clean fashion and without obstruction. The owners are responsible for maintenance at their own cost in the event of stoppages.
9. No owner shall be allowed to keep a pet or pets should the pet/s be a nuisance to the other owners nor allow a pet or pets to be unaccompanied by an adult in the common area and without being on a leash. The Management Committee is not liable for damage of whatever nature caused by any pet/s.
10. Each owner shall be liable for payment of a levy for the express purpose of the maintenance of the common area which levy shall be determined at the A.G.M. of this Home Owners Association on an annual basis.
11. Owners shall be liable to repair any damage caused by accident or otherwise to the common property by himself/herself or his/her visitors or lessees within seven (7) days at own cost.

TMB R

12. Members shall be obliged to submit all building plans for new constructions, renovations, alterations or additions to the Association for examination and approval prior to the submission of such plans to the Council for approval and the Association shall make known its decision to the applicant within one (1) week of the plans being submitted to it.
13. No member shall be entitled to dump material or goods on any erf not registered in his/her name and shall be liable for payment of the cost of rectifying the damage or removal of the material or goods. Refuse shall be placed in the appointed place on removal days.
14. No television or radio antenna shall be erected on the group site or attached to the buildings thereon, except if it is done in such a way that it does not affect the aesthetic style of the group site.

oo00 00 00oo

TMOO 

SCHEDULE V

CONSTITUTION OF THE KLEINBRON VILLAS HOME OWNERS ASSOCIATION

1. NAME

The name of the Association is KLEINBRON VILLAS HOME OWNERS ASSOCIATION.

2. DEFINITIONS

2.1 The words and phrases below shall have the following meanings in this Constitution unless otherwise indicated:

- "The Association" means KLEINBRON VILLAS HOME OWNERS ASSOCIATION.
- "Constitution" means the provisions of this document and any amendments thereto.
- "The council" means the Council of the MUNICIPALITY OF THE OOSTENBERG, BRACKENFELL.
- "Group erf/erven" means a piece/s of land in a group site approved for a single unit.
- "The group site" means Erf No 15012 & 15013, Brackenfell.
- "Management Committee" means the Management Committee of the Home Owners Association.
- "Member" means a member as defined in clause 4 hereof.
- "Person" includes a company, club, trust, partnership or other association of persons entitled by law to hold title to fixed property.
- "Quorum" Means a minimum of 60% of the owners of units in the development.

2.2 Words and phrases referring to the singular shall also apply to the plural and the contrary; male will also include female, and the contrary.


TMCD

3. OBJECTS

- 3.1 The objects of the Association are to:
- 3.1.1 promote and enforce standards, not the least of which should be the pleasant atmosphere on the group site, in such a way that members may derive the maximum collective benefit thereof;
 - 3.1.2 promote and enforce acceptable aesthetic, environmental and architectural styles and design criteria for the group site in order to achieve the harmonious development thereof;
 - 3.1.3 control and maintain the common services and land; and;
 - 3.1.4 acquire the necessary finances from members to attain its set objectives;
- 3.2 The Association has the power to do such acts as are necessary to accomplish these objectives.

4. MEMBERS

- 4.1 Membership of the Association is affirmed by registered ownership in the Deeds Registry, Cape Town, of one or more group erven in the group site.
- 4.2 Upon registration of ownership of the group erf in the name of a purchaser, membership of the Association by such purchaser shall be automatic and obligatory and members shall be obliged to comply with the provisions of this constitution.
- 4.3 No person shall be entitled to cease to be a member of the Association while remaining the registered owner of an erf in the group site.
- 4.4 Membership shall be transferred by registration of a Deed of Transfer in the Deeds Registry, Cape Town, passing transfer of one or more erven in the group site from the previous member to the new member.

5. POWERS

- 5.1 The management and administration of the Association vests in the Management Committee, which may exercise all such power of the Association and do, on behalf of the Association, all such acts as may be exercised and done by the Association itself.

TMO

- 5.2 Without in any way limiting the extensiveness of the previously mentioned, such powers include, but are not limited to:
- 5.2.1 the determination of what constitutes appropriate standards, designs and styles as set out in clauses 3.1 and 3.2 and the maintenance of properties in the group site area; and
 - 5.2.2 the performance of such acts as are necessary to accomplish the objects expressed or implied herein;
 - 5.2.3. and others, regarding inter alia the operation of a banking account.
- 5.3 The members of the Association shall elect a committee to consist of a Chairperson, Secretary, Treasurer and three additional members. The management and control of the affairs of the Association shall vest in the Management Committee which shall have full power of authority to do any act, matter or thing which could or might be done by the Association excepting such matters as are specially reserved to be dealt with at the Annual General Meeting.
- 5.4 In the event of a dispute arising about the undermentioned rules or in the event of the breach thereof, then the decision of the majority of the committee members shall be binding and in final with regard to all the owners.
- 5.5 This constitution and the rules are binding upon the individual owners and each owner is obliged to ensure that any lessee receives a copy of the rules in order to ensure compliance with the rules.
- 5.6 In special cases the committee may, with the consent of the Council, allow a relaxation of the rules which must be exercised in writing and signed by the Chairperson and another committee member and which may be subject to certain conditions.
- 5.7 In the event of any owner not complying with these rules and persisting in such non-compliance for a period of 7 (seven) days after the receipt of a written notice requesting him to abide by the rules, then the Management Committee shall be entitled to levy a fine of a maximum of R100-00 for each and every breach of the rules notwithstanding any other legal action to ensure compliance with the rules. The owner shall be invited in writing to attend a meeting of the Management Committee where he shall have the right to put his case to the committee. This shall not entitle him to attend the voting by the Management Committee and the final decision of the Management Committee shall be binding.
- 5.8 In the event of the Management Committee instructing a firm of attorneys as a result of the breach of these rules by an owner than that owner shall be liable for payment of all legal costs resulting from such instruction.

TMD R

- 5.9 The Management Committee shall meet a minimum of once a month and a record of meetings shall be held by the Secretary.
- 5.10 An Annual General Meeting shall be held in **January** of each year at which meeting a minimum of 60% of owners must be present in order to achieve a quorum. Should no quorum be present within 30 minutes after the timed fixed for the meeting, it shall be postponed to the same day and hour in the following week and at such adjourned meeting, the member present shall be deemed to be a quorum for the transaction of the business of the meeting.

5.10.1 The purpose of the A.G.M shall be as follows:

- 5.10.1.1 to elect the Management Committee, voting for which shall be by hands and by majority vote.
- 5.10.1.2 to ratify, confirm and adopt as the constitution and rules of the Association this constitution and the rules set out hereunder, which rules may be amended at the A.G.M. by a majority of owners and provided the consent of the council has been granted in writing prior to the A.G.M
- 5.10.1.3 to consider and to pass, with or without modification, any resolutions concerning the affairs of the Association.

5.10.2 The Agenda of the A.G.M shall include all proposals, ideas and points of discussion requested and brought to the notice of the Secretary prior to notice of the A.G.M having been given to owners. Nominations in writing for the office of member of the Management Committee shall be delivered to the Secretary at least 14 days before the date fixed for the holding of the A.G.M.

5.10.3 Notice of the A.G.M. shall be given by post to the address nominated by the owner at least 30 days prior to the A.G.M.

6. Members shall be jointly liable for expenditure incurred by the Association.
7. Every member of the Association shall be entitled at all reasonable times to inspect all the books of account and other documents of the Association, which the Secretary shall be obliged to produce.

8. **BUILDING, ARCHITECTURAL AND DESIGN REQUIREMENTS**

8.1 The Association shall have the power to:

7792

- 8.1.1 Frame and enforce conditions on members in order to harmonise the architectural style and design criteria of, and the materials to be used in all buildings erected or to be erected on the group site.
- 8.1.2 Do such acts as are necessary to accomplish the purposes expressed or implied herein, which acts shall include, *inter alia*, the examination and approval or refusal of building plans, whether such be for new constructions, renovations, alterations or additions.
- 8.1.3 Compel members to comply with its requirements, and failing compliance therewith, to take steps to remedy such non compliance at the cost of such member in writing to remove or alter within a specified period, anything erected contrary to the requirements laid down pursuant thereto and failing which, to apply to Court for any appropriate order; and
- 8.1.4 Appoint professional advisors, e.g. and architect, to scrutinise all plans to ensure that the necessary architectural controls have been met.

9. COUNCIL'S FUNCTIONS

- 9.1 Council shall retain the right to intervene in and undertake the functions and activities of the body corporate or to appoint an agent or person to undertake such business as is necessary to ensure all the above for any period of time and that members of the Association shall be responsible for the financial implications of such actions and that all relevant costs shall be borne by all the members jointly and/or separately.
- 9.2 The Association shall not amend or in any way alter the conditions contained herein without the prior written consent of Council.

0000 00 00 00

THP R