

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

PLANNING AND BUILDING DEVELOPMENT
MANAGEMENT

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14 October 2014

Case ID: 70158332

MLH Architects and Planners
P.O. Box 15002
VLAEBERG
8018

Dear Sir

RE:RIVERGATE COMMERCIAL PRECINCT CONSTITUTION

Your application dated 28 July 2014 with reference 70158332 has reference.

The Delegated Authority on 14 October 2014 **approved** in terms of Section 29 of the Land Use Planning Ordinance, 1985 (Ordinance 15 of 1985) your Rivergate Commercial Precinct Constitution as required by approval letter dated 13 April 2012 by the Department of Environmental Affairs and Development Planning.

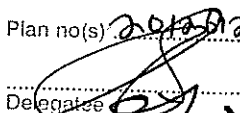

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Dewaldt Smit

(for) DIRECTOR: PLANNING & BUILDING DEVELOPMENT MANAGEMENT

CONSTITUTION

OF

**RIVERGATE COMMERCIAL PRECINCT
PROPERTY OWNERS ASSOCIATION**

CITY OF CAPE TOWN PLANNING & BUILDING DEVELOPMENT MANAGEMENT	
Application no.	70158332
This Site Development / Landscaping Plan ^{Commercial Precinct Property Owners Association} has been approved, subject to conditions as per decision letter dated 16/10/14, file reference attached hereto.	
Plan no(s)	2015012 - dated July 10
Delegates	
Date	16/10/14

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Annexure "Y"

Guide : Rivergate Commercial Precinct Urban Design, Guidelines and Development Controls *the annex*

CITY OF CAPE TOWN PLANNING & BUILDING DEVELOPMENT MANAGEMENT	
Application no. <u>70158332</u>	
<i>Commercial Precinct</i> has been approved, subject to conditions as per decision letter dated <u>14/10/14</u> , file reference <u>Assoumto</u> attached hereto.	
Plan no(s) <u>2012612</u> - dates <u>July 14</u>	
Delegates <u>[Signature]</u>	Date <u>14/10/14</u>

1. **DEFINITIONS**

In this **CONSTITUTION** and unless inconsistent with the context the following words and expressions shall have the meanings hereby assigned to them:

1.1 **ALIENATE** means alienate any **ERF** or part thereof or **UNIT** and includes by way of sale, exchange, donation, deed, intestate succession, will, cession, assignment, court order, insolvency or liquidation, irrespective of whether such alienation is subject to a suspensive or resolutive condition and "**ALIENATION**" shall have a corresponding meaning.

1.2 **ASSOCIATION** means the Rivergate Commercial Precinct Property Owners Association which is established in terms of clause 4 and which is bound by the provisions of this **CONSTITUTION**.

1.3 **AUDITORS** means the auditors of the **ASSOCIATION** for the time being and from time to time.

1.4 **CHAIRPERSON** means the Chairperson for the time being of the **TRUSTEES**.

1.5 **CONSTITUTION** means this document with the annexures hereto and includes all/any amendments made hereto from time to time in terms hereof.

1.6 **DEVELOPER** means The Milnerton Estates Limited (Registration No.1897/000196/06) (hereinafter referred to as "**MILNERTON ESTATES**"), a duly registered South African public company and includes its successor/s in title or assigns, in collaboration with Aska Property Group Proprietary Limited (Registration No. 1987/003781/07), a duly registered South African private company and includes its successor/s in title or assigns, constituting a joint venture which will be represented from time to time by a representative appointed by the joint venture to act on behalf of the joint venture in implementing the **DEVELOPER'S** rights and obligations in terms of this **CONSTITUTION**.

DEVELOPER TRUSTEE means a trustee appointed by the **DEVELOPER**.

DEVELOPMENT means the development to be known as RIVERGATE COMMERCIAL PRECINCT comprising the shaded area of land indicated on Annexure "Y" hereto and which is further referred to as "Phase 1D".

ERF means any one of the **ERVEN** but excluding public open spaces and public roads to be transferred to the **LOCAL AUTHORITY** and other **ERVEN** to be acquired and transferred to Eskom Holdings SOC Limited and/or Transnet Limited.

CITY OF CAPE TOWN
PLANNING & BUILDING DEVELOPMENT MANAGEMENT

Application no. 70158332
Commercial Precinct Phase 1D
This Site development Landscaping plan has been approved, subject to conditions as per decision letter dated 14/10/16, file reference attached hereto.

Plan no(s) 2022/2012-00001/16
Date 14/10/16

- 1.10 **ERVEN** means all the **ERVEN** comprising the **DEVELOPMENT**.
- 1.11 **FINANCIAL YEAR** means a financial year of the **ASSOCIATION** which shall run from the 1st day of March in each year until the last day of February in the subsequent year.
- 1.12 **GUIDE** means the Rivergate Commercial Precinct :
- 1.12.1 Urban Design Guidelines to be prepared by the **DEVELOPER**'s Town Planner for and applicable to the **DEVELOPMENT** to be submitted to and approved by the **LOCAL AUTHORITY** and includes all/any amendments, substitutions, omissions or additions which may be made thereto from time to time adopted by the **TRUSTEES** and approved by the **LOCAL AUTHORITY**, together with
- 1.12.2 Architectural Design Controls to be prepared by the **DEVELOPER**'s Town Planner and Architect for and applicable to the **DEVELOPMENT** and imposed by the **DEVELOPER** and includes all/any amendments, substitutions, omissions or additions made thereto from time to time in terms hereof;
- copies whereof will be available upon written application to the **TRUSTEES** by an **OWNER**.
- 1.13 **IMPROVEMENTS** means any structure of whatever nature constructed or erected or to be constructed or erected on an **ERF** and includes changes or alterations to existing buildings and/or structures on an **ERF**.
- 1.14 **LEVY** means any one or more or all of the levies referred to in clause 14 hereof.
- 1.15 **LOCAL AUTHORITY** means the local authority having jurisdiction over the **DEVELOPMENT** which, at the commencement date referred to in clause 4, is the Municipality of the City of Cape Town, ~~District B, Blaauwberg Administration.~~
- 1.16 **LUPO** means the Land Use Planning Ordinance No.15/1985 (as amended) and includes any substituted legislation.
- 1.17 **MANAGING AGENT** means any person or body appointed from time to time by the **ASSOCIATION** as an independent contractor to undertake any of the functions of the **ASSOCIATION**.
- 1.18 **MEMBER** means an **OWNER** who in terms of clause 7.1 is automatically a member of the **ASSOCIATION**.



- 1.19 **MEMBER'S PROPERTY** means an **ERF** or **UNIT** (as applicable) registered in the name of a **MEMBER**.
- 1.20 **MEMBER TRUSTEE** means a trustee elected by the **MEMBERS**.
- 1.21 **OWNER** means the registered owner of an **ERF** and/or a **UNIT**.
- 1.22 **PROPERTY** means an **ERF** unless such **ERF** forms part of a **SCHEME** in which event "**PROPERTY**" means a **UNIT**.
- 1.23 **REPRESENTATIVE** means a person authorised by a company, close corporation, trust or other corporate entity, as well as a person authorised by a body corporate of a **SCHEME** to act as its representative at any general meeting of the **ASSOCIATION**.
- 1.24 **RESOLUTION** means, as consistent with the context, either a resolution passed at an annual general meeting or any other general meeting of the **ASSOCIATION** by an ordinary majority of the total votes represented at such meeting by **MEMBERS** present in person or by proxy or a resolution of **TRUSTEES** passed in compliance with the applicable provisions of clause 18.
- 1.25 **REVIEW COMMITTEE** means the Rivergate Commercial Precinct Design Review Committee appointed from time to time in terms of clause 10.3.1 hereof.
- 1.26 **SCHEME** means a sectional title scheme registered in terms of the Sectional Titles Act No. 95/1986 (the "**ACT**"), as amended, in respect of an **ERF** and buildings thereon.
- 1.27 **SDP** means a Site Development Plan for any **IMPROVEMENTS** to be erected on an **ERF** and/or alterations to **IMPROVEMENTS** as more fully detailed in clause 10 of the **GUIDE**.
- 1.28 **TRUSTEES** means the **DEVELOPER TRUSTEES** and the **MEMBER TRUSTEES** of the **ASSOCIATION**, collectively from time to time and includes alternate and co-opted **TRUSTEES**.
- 1.29 **UNIT** means a section (as defined in the **ACT**) in a **SCHEME**, together with such section's undivided share in the common property of such **SCHEME** but excludes a section designated for use as a garage for a motor vehicle or a storeroom serving a residential **UNIT**.



- 1.30 **VALUATION** means the valuation of each **PROPERTY** current from time to time as recorded on the valuation roll of the **LOCAL AUTHORITY** for the assessment of property rates in accordance with applicable legislation.

2 INTERPRETATION

- 2.1 The clause headings are for convenience and shall be disregarded in construing this **CONSTITUTION**.

- 2.2 Unless the context clearly indicates a contrary intention :

2.2.1 words importing

2.2.1.1 the singular shall include the plural and vice versa and

2.2.1.2 a reference to any one gender shall include the other genders; and

2.2.1.3 a reference to natural persons includes legal persons and vice versa.

2.2.2 words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part bear the meaning assigned to such words and expressions in such sub-clause;

2.2.3 when any number of days is prescribed in this **CONSTITUTION**, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

2.2.4 if any provision of this **CONSTITUTION** is in conflict or inconsistent with any Law then the provisions of such Law shall take precedence and be implemented and if this results in the invalidity of any such provision this shall not affect the validity of the remainder of the provisions of this **CONSTITUTION**;

2.2.5 if any provision in a definition in this **CONSTITUTION** is a substantive provision conferring rights or imposing obligations on any of the **MEMBERS** then, notwithstanding that it is only in the definition clause of this **CONSTITUTION**, effect shall be given to it as if it were a substantive provision in the body of this **CONSTITUTION**;

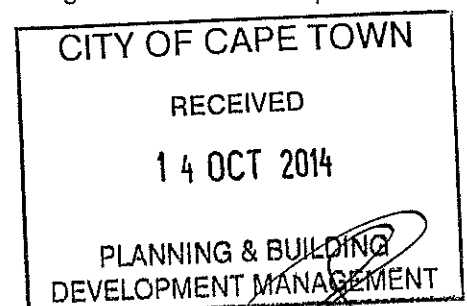
2.2.6 the annexures to this **CONSTITUTION** are deemed to be incorporated in and form part of this **CONSTITUTION**.



- 2.3 Where this **CONSTITUTION** provides that the written approval and/or consent of the **DEVELOPER** is required :
- 2.3.1 such provision shall apply for as long as **MILNERTON ESTATES** is a **MEMBER** and upon **MILNERTON ESTATES** ceasing to be a **MEMBER** the **ASSOCIATION** (represented by the **TRUSTEES** at the applicable time) shall be deemed to be substituted for the **DEVELOPER**,
- 2.3.2 notwithstanding the provisions of clause 2.3.1, the **DEVELOPER** may, whilst **MILNERTON ESTATES** remains a **MEMBER** of the **ASSOCIATION**, delegate to the **ASSOCIATION** (represented by the **TRUSTEES** at the applicable time), for a specified period or permanently, the right to grant such written approval and/or consent,
- 2.3.3 the **DEVELOPER** may withhold approval or refuse consent without assigning any reason.
- 2.4 The **DEVELOPER** retains the right at all times to
- 2.4.1 cede its rights in terms of this **CONSTITUTION**, in whole or part, and from the date of cession all **MEMBERS** are bound thereby;
- 2.4.2 abandon, in writing, one or more or all of its rights in terms of this **CONSTITUTION** and no **MEMBER** shall have any claim of whatsoever nature arising therefrom.
- 2.5 Unless the context indicates a contrary intention, the functions, powers, acts or deeds of the **ASSOCIATION** shall be performed and exercised by the **TRUSTEES** holding office, subject to any restrictions imposed or directions given at a general meeting of the **ASSOCIATION**.

3 RECORDAL

- 3.1 The **LOCAL AUTHORITY** when approving the application for subdivision to allow for the **DEVELOPMENT** imposed a condition in terms of section 29(1) of **LUPO** whereby every **OWNER** and all successors in title shall be members of a property owners association in respect of the **DEVELOPMENT**.
- 3.2 The **DEVELOPER** is desirous of regulating and controlling harmonious development of the **DEVELOPMENT**.



4 **COMMENCEMENT DATE**

The **ASSOCIATION**, as contemplated in terms of section 29 of **LUPO**, will come into existence and be deemed to be formally constituted and this **CONSTITUTION** shall become of force and effect, simultaneously with the first registration of transfer of an **ERF** from **MILNERTON ESTATES** to an **OWNER**.

5 **STATUS**

5.1 The **ASSOCIATION** shall

5.1.1 have legal personality and be capable of suing and being sued in its own name; and

5.1.2 not operate for profit but for the benefit of the **MEMBERS**.

5.2 No **MEMBER** in his personal capacity shall have any right, title or interest to or in the funds or assets of the **ASSOCIATION** which shall vest in and be controlled by the **TRUSTEES**.

5.3 Save as referred to in clause 9.3, no **MEMBER** shall incur any personal liability in respect of acts done or liabilities incurred by or on behalf of the **ASSOCIATION**.

6 **OBJECTS**

The **ASSOCIATION** shall have as its objects:

6.1 The matters referred to in section 29(2)(b) and (c) of **LUPO** and without detracting from the generality thereof to ensure compliance with the conditions for subdivision imposed by the **LOCAL AUTHORITY** when approving the **DEVELOPMENT** and, more specifically

6.1.1 to oversee, maintain and control the **DEVELOPMENT**;

6.1.2 ensure the general high standard of the **DEVELOPMENT**;

6.1.3 generally to promote, advance and protect the **DEVELOPMENT** and the interests of the **ASSOCIATION**.

6.2 To manage the collective interests common to all its **MEMBERS** which includes, without limiting the generality of the foregoing, expenditure applicable to common areas such as private open spaces and the collection of **LEVIES** for which **MEMBERS** are liable.

6.3 The regulation and control of harmonious development of the **DEVELOPMENT**.



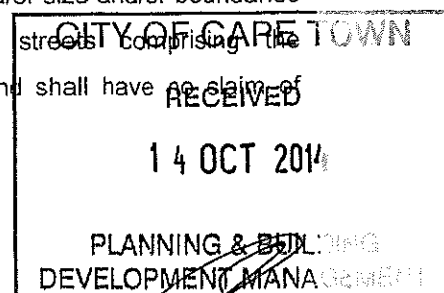
- 6.6 To control the transfer of **ERVEN** and **UNITS** and the conditions imposed by the **LOCAL AUTHORITY** and conditions imposed by **MILNERTON ESTATES** in the Agreement of Sale between **MILNERTON ESTATES** and the first **OWNER** of an **ERF**.
- 6.7 The **ASSOCIATION** shall have the power to do all such acts as are necessary to accomplish the fulfilment of the foregoing objects including the powers specifically contained in this **CONSTITUTION**.
- 6.8 The **LOCAL AUTHORITY**, or any other applicable Authority by virtue of any provision in this **CONSTITUTION**, is in no way released from any of its duties and obligations which it is by law required to perform or provide to **OWNERS** or occupiers of **PROPERTY**.

7. MEMBERSHIP

- 7.1 The **ASSOCIATION** shall have as its **MEMBERS**
- 7.1.1 **MILNERTON ESTATES** for as long as **MILNERTON ESTATES** remains an owner of any portion of the **DEVELOPMENT** and, without detracting from the generality of the foregoing, specifically including any **ERF** or **UNIT**;
- 7.1.2 every **OWNER** upon registration of transfer of an **ERF** and/or a **UNIT** into his name, which membership is automatic and mandatory. Where an **OWNER** comprises more than one person, such persons shall be deemed jointly to be one **MEMBER** of the **ASSOCIATION** and shall be responsible jointly and severally for the obligations of such membership.
- 7.2 An **OWNER** shall be a **MEMBER** of the **ASSOCIATION** until he ceases to be an **OWNER** whereupon he shall, ipso facto, cease to be a **MEMBER** of the **ASSOCIATION**.

8. PHASES

- 8.1 The **DEVELOPER** intends and is entitled to develop and market the **DEVELOPMENT** in phases as the **DEVELOPER** deems fit. For as long as **MILNERTON ESTATES** is a **MEMBER** of the **ASSOCIATION**, the **DEVELOPER** shall enjoy unrestricted rights with regard to the marketing of the **DEVELOPMENT** and, in particular, the right to erect signage, which complies with the **LOCAL AUTHORITY**'s outdoor advertising and signage by-law, within the **DEVELOPMENT**.
- 8.2 The **DEVELOPER** shall, in its discretion, be entitled to apply for and subject to approval by the **LOCAL AUTHORITY**, vary the layout and/or zoning and/or size and/or boundaries of unsold **ERVEN** and/or the extent and position of streets comprising the **DEVELOPMENT** and **MEMBERS** shall be bound thereby and shall have no claim of whatever nature against the **DEVELOPER** arising therefrom.



of unsold **ERVEN** and/or the extent and position of streets comprising the **DEVELOPMENT** and **MEMBERS** shall be bound thereby and shall have no claim of whatever nature against the **DEVELOPER** arising therefrom.

9 MEMBERS OBLIGATIONS

9.1 Every **MEMBER** is obliged to comply with

9.1.1 the provisions of this **CONSTITUTION** and all rules or regulations passed by the **ASSOCIATION** and/or the **TRUSTEES**;

9.1.2 the provisions of the **GUIDE**;

9.1.3 any agreement concluded by the **ASSOCIATION** insofar as such agreement may directly or indirectly impose obligations on a **MEMBER**;

9.1.4 any directive given by the **ASSOCIATION** and/or the **TRUSTEES** in enforcing the provisions of this **CONSTITUTION**.

9.2 The rights and obligations of a **MEMBER** are not transferable and every **MEMBER** shall

9.2.1 to the best of his ability, further the objects and interests of the **ASSOCIATION**;

9.2.2 observe all directives made or given by the **ASSOCIATION** and/or the **TRUSTEES**.

9.3 The **MEMBERS** shall be jointly liable to the **ASSOCIATION** for expenditure incurred by the **ASSOCIATION** as more fully later referred to herein.

9.4 A **MEMBER** shall not **ALIENATE** his **ERF** or **UNIT** unless

9.4.1 the proposed transferee has irrevocably bound himself to become a member of the **ASSOCIATION** and to observe the **CONSTITUTION** for the duration of his ownership of the **ERF** and/or **UNIT**;

9.4.2 the **ASSOCIATION** has issued a written clearance that all amounts owing to the **ASSOCIATION** by such **MEMBER** have been paid and that the **MEMBER** is not in breach of any of the provisions of this **CONSTITUTION**;

9.4.3 the proposed transferee acknowledges that upon the registration of transfer of the **ERF** and/or **UNIT** into his name, he shall ipso facto become a **MEMBER** of the **ASSOCIATION**.



9.5 No **MEMBER** shall let or otherwise part with the occupation of his **ERF** or **UNIT** whether temporarily or otherwise unless the proposed occupier has agreed to be bound by all applicable provisions of this **CONSTITUTION**. The **MEMBER** shall, nonetheless, remain bound by this **CONSTITUTION** and is required to ensure compliance therewith by such occupier.

9.6 A **MEMBER** may not resign from the **ASSOCIATION**.

10 IMPROVEMENTS

10.1 Every **MEMBER**, other than **MILNERTON ESTATES**, who is the registered owner of an **ERF** shall procure that the **ERF** is developed by the construction thereon of **IMPROVEMENTS**, in accordance with the use rights applicable thereto and which comply in all respects with the **GUIDE**. Construction of the said **IMPROVEMENTS** shall be completed no later than 4 (four) years calculated from the date on which the original purchaser of such **ERF** from **MILNERTON ESTATES** became the registered owner thereof.

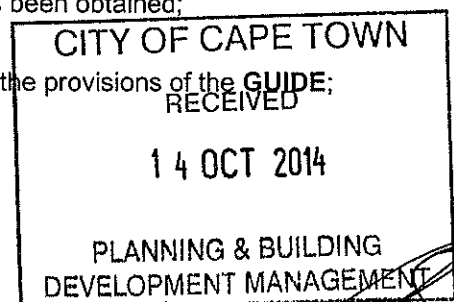
10.2 If a **MEMBER**, as referred to in clause 10.1, fails to timeously complete the erection of the said **IMPROVEMENTS** on his **ERF** within the time period specified in clause 10.1, such **MEMBER** shall, from the first day of the month immediately following the date of expiry of the said period until the said **IMPROVEMENTS** are completed, be liable for payment of **LEVIES** at 4 (four) times the **LEVY** applicable to the **LEVY** payable for the undeveloped **ERF**.

10.3 **MEMBERS** shall not

10.3.1 submit a **SDP** in respect of **IMPROVEMENTS** to the **LOCAL AUTHORITY** unless such **SDP** has been approved, as being in compliance with the **GUIDE**, by the **REVIEW COMMITTEE** comprising representatives of the **DEVELOPER** and consultants (at least one of whom will be a practising architect) appointed from time to time by the **DEVELOPER**. Upon **MILNERTON ESTATES** ceasing to be a **MEMBER** the **TRUSTEES** shall be deemed to be substituted for the **DEVELOPER** for purposes of appointing the **REVIEW COMMITTEE**;

10.3.2 deviate from any plan submitted to and approved by the **REVIEW COMMITTEE** as being in compliance with the **GUIDE** unless the **REVIEW COMMITTEE**'s approval for such proposed deviation has been obtained;

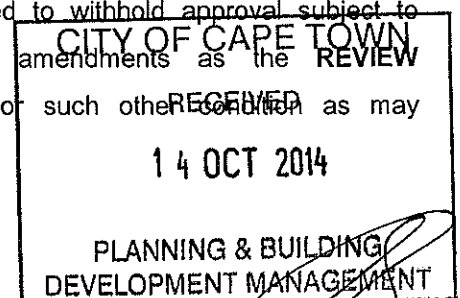
10.3.3 be entitled to challenge or contest any of the provisions of the **GUIDE**;



- 10.3.4 have any claim of whatsoever nature against the **ASSOCIATION** and/or the **TRUSTEES** and/or the **REVIEW COMMITTEE** arising from any refusal of approval of plans and/or conditional approval;
- 10.3.5 breach any restrictions applicable to the **MEMBER'S PROPERTY** and, in particular, height restrictions applicable to **IMPROVEMENTS** on such **ERF**.
- 10.4 The provisions of clause 13.1 are imposed to inter alia ensure compliance with the provisions of this clause 10.
- 10.5 Should the **ASSOCIATION** institute legal proceedings against a **MEMBER** pursuant to a breach of clauses 10 and/or 11, the **ASSOCIATION** shall further be entitled to recover from such **MEMBER** who shall be liable to the **ASSOCIATION** for payment of all the **ASSOCIATION'S** legal costs incurred on the scale as between attorney and own client.
- 10.6 No provision in this clause 10 shall be interpreted as detracting from the responsibility and obligation of the **LOCAL AUTHORITY** to approve or reject building plans.

11 THE GUIDE

- 11.1 The **GUIDE** constitutes an integral part of this **CONSTITUTION**. For as long as **MILNERTON ESTATES** is a **MEMBER** the Rivergate Commercial Precinct Architectural Guide Controls which form a part of the **GUIDE** may be amended, substituted, added to or repealed only at the instance of the **REVIEW COMMITTEE** and subject to adoption by the **TRUSTEES**.
- 11.2 All **IMPROVEMENTS** shall be of approved design and of sound construction and shall comply with the provisions of the **GUIDE**.
- 11.3 No construction or erection of **IMPROVEMENTS** on an **ERF** may commence prior to the approval of the **SDP** for such **IMPROVEMENTS** and the building plans by the **LOCAL AUTHORITY** and in this regard
- 11.3.1 the **SDP** prepared in accordance with the **GUIDE** shall be submitted to the **REVIEW COMMITTEE** for approval. The **REVIEW COMMITTEE** shall be the judge as to whether the **SDP** conforms to the **GUIDE** and its decision shall be final and binding on the **MEMBER**;
- 11.3.2 the **REVIEW COMMITTEE** shall be entitled to withhold approval subject to compliance with such modifications or amendments as the **REVIEW COMMITTEE** proposes to the **SDP** and/or such other conditions as may reasonably be imposed;



11.3.3 the **MEMBER** shall be liable for the reasonable costs in respect of the scrutiny and consideration of the **SDP** submitted to the **REVIEW COMMITTEE** and of meetings connected therewith, which costs shall be payable upon request made by the **REVIEW COMMITTEE**;

11.3.4 thereafter, the **SDP**, as approved by the **REVIEW COMMITTEE**, shall be submitted by the **MEMBER** or **MEMBER'S** representative to the **LOCAL AUTHORITY** for approval;

11.3.5 having obtained the approval of the **LOCAL AUTHORITY**, the **MEMBER** shall comply with all conditions and standards imposed by the **LOCAL AUTHORITY** insofar as these may be additional to the requirements of the **GUIDE** read with the plans.

11.4 Any plans, notwithstanding approval by the **LOCAL AUTHORITY**, which have not been prepared and/or submitted and or approved in compliance with the above shall be invalid.

11.5 Any dispute as to the interpretation of any provision in the **GUIDE** shall be resolved by the **REVIEW COMMITTEE** whose decision is binding on all **MEMBERS**.

12 FURTHER OBLIGATIONS OF MEMBERS

Each **MEMBER** shall

12.1 maintain his **ERF** in accordance with the **GUIDE** and his **UNIT** in accordance with the **GUIDE** read with the body corporate rules;

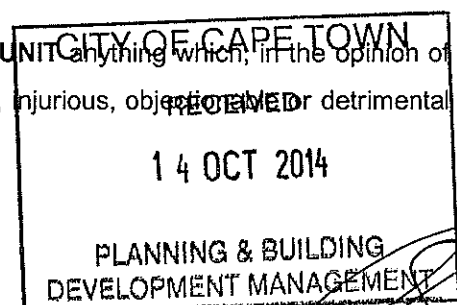
12.2 maintain in a neat and tidy condition and in a state of good repair all **IMPROVEMENTS** on his **ERF**;

12.3 be responsible for the provision and maintenance of the landscaping of his **ERF**, as well as maintaining the road verge bordering his **ERF**;

12.4 be responsible for the maintenance of external and boundary walling/palisade fencing inclusive of regular painting thereof (where applicable);

12.5 not park any boat, caravan, trailer or any vehicle not in good working order on any roadway in the **DEVELOPMENT** and such boat/caravan/trailer/vehicle shall be parked on the **MEMBER'S PROPERTY**;

12.6 not do or suffer to be done on any **ERF** or in any **UNIT** anything which, in the opinion of the **TRUSTEES**, is excessively noisome, unsightly, injurious, objectionable or detrimental



or a public or private nuisance or a source of damage or unreasonable disturbance to any **MEMBER**, tenant or occupier of any **ERF** or **UNIT** in the **DEVELOPMENT**;

- 12.7 adequately insure the **IMPROVEMENTS** on his **ERF** and/or his **UNIT** and, if requested by the **TRUSTEES**, furnish proof of such insurance to them and, in the event of total/partial destruction, he shall, within a reasonable time period, make good such damage or reconstruction in accordance with the original approved plans or, in the event of total destruction in accordance with the **GUIDE**;
- 12.8 comply with all security procedures implemented from time to time;
- 12.9 ensure that he and his invitees do not damage or destroy trees, vegetation and landscaping on open areas of the **DEVELOPMENT** and that planting on his **ERF** does not interfere with pedestrian traffic or obscure the vision of motorists.

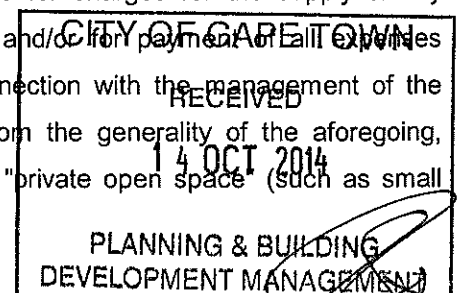
13 RESTRICTIONS

- 13.1 A **MEMBER** shall not be entitled to **ALIENATE** or transfer an **ERF** or **UNIT** without the written consent of the **ASSOCIATION** (represented by the **TRUSTEES**), which consent shall not be unreasonably withheld provided there has been compliance with the provisions of this **CONSTITUTION**.
- 13.2 A **MEMBER** shall not be entitled to consolidate two or more **ERVEN** into one **ERF** or two or more **UNITS** or subdivide his **ERF** or **UNIT** without the prior written consent of the **DEVELOPER**.
- 13.3 No **MEMBER** shall without the prior written consent of the **DEVELOPER** apply for the rezoning of his **ERF** or **UNIT** with a view to procuring a variation or amendment or substitution of use rights and shall not be entitled to use his **ERF** or **UNIT** for any purpose other than the permitted use applicable at the date of registration of the initial transfer of such **ERF** or **UNIT** from the **DEVELOPER** to the first transferee thereof.

14 LEVIES

- 14.1 The **TRUSTEES** shall

- 14.1.1 establish and maintain a levy fund for the purposes of meeting all expenses of the **ASSOCIATION** incurred or to be incurred for the control, management and administration of the **DEVELOPMENT** and for charges for the supply of any services required by the **ASSOCIATION** and/or for payment of all expenses necessarily or reasonably incurred in connection with the management of the **ASSOCIATION** and, without detracting from the generality of the foregoing, specifically including areas designated as "private open space" (such as small



- open space pockets for passive recreation) to be landscaped, managed and maintained by the **ASSOCIATION** and to supplement the upkeep of open spaces and its interface with the Diep River;
- 14.1.2 estimate the amount which will be required by the **ASSOCIATION** to meet its expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature;
- 14.1.3 require **MEMBERS** (save for exclusions as specified herein) whenever necessary to make contributions to such fund for the purposes of satisfying the expenses referred to in clauses 14.1.1 and 14.1.2, equal as nearly as is reasonably practical to such estimated amount.
- 14.2 The **TRUSTEES** may, from time to time, make special levies upon **MEMBERS** (or, as determined by the **TRUSTEES**, only upon such **MEMBERS** who will benefit directly or indirectly from the implementation of such special levies) effective from the date of passing of the applicable **RESOLUTION** in respect of such expenses referred to in clause 14.1 (which are not included in any estimate made in terms of clause 14.1.2) and such levies may be imposed and shall be payable in one sum or by such instalments and at such time or times as the **TRUSTEES** shall deem fit.
- 14.3 Any amount due by a **MEMBER** by way of a levy shall be a debt due by him to the **ASSOCIATION** payable within such time as determined by the **TRUSTEES**. The obligation of a **MEMBER** to pay a levy shall cease upon his ceasing to be a **MEMBER** save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a **MEMBER**. No levies paid by a **MEMBER** shall be repayable by the **ASSOCIATION** upon his ceasing to be a **MEMBER**. A **MEMBER's** successor in title to an **ERF** or **UNIT** shall be liable to pay the levies attributable to that **ERF** or **UNIT** as from the date upon which he becomes a **MEMBER** pursuant to the transfer of such **ERF** or **UNIT**.
- 14.4 No **MEMBER** shall be entitled to transfer his **ERF** or **UNIT** until the **TRUSTEES** have in writing certified that the **MEMBER** has, at the date of transfer, paid all amounts owing by him to the **ASSOCIATION**.
- 14.5 In calculating levies, the **TRUSTEES** shall take into account income, if any, earned by the **ASSOCIATION**.
- 14.6 The decision of the **TRUSTEES** in calculating the levies shall be final and binding on all **MEMBERS**.



- 14.7 In calculating the levy payable by each **MEMBER** for each year the **TRUSTEES** shall :
- 14.7.1 exclude land in the **DEVELOPMENT** which has not been subdivided into **ERVEN** and subdivided undeveloped **ERVEN** registered in the name of **MILNERTON ESTATES** as referred to in clause 14.11;
- 14.7.2 at a date no later than 7 (seven) days prior to each annual general meeting of the **ASSOCIATION** :
- 14.7.2.1 establish the **VALUATION** of each **MEMBER'S PROPERTY**, but excluding **VALUATIONS** in respect of land/**ERVEN** excluded in clause 14.7.1;
- 14.7.2.2 calculate the ratio (expressed as a percentage to 4 decimal places) which the **VALUATION** of a **MEMBER'S PROPERTY** bears to the aggregate of the **VALUATIONS**, which ratio is binding until the following annual general meeting.
- 14.8 In the event of no **VALUATION** having been determined for an **ERF** and/or a **UNIT** by the date referred to in clause 14.7.2 the **TRUSTEES** shall determine an interim **VALUATION** which will be binding until the annual general meeting following availability of a **VALUATION** (as referred to in clause 1.30) for such **ERF** and/or **UNIT** whereupon the interim **VALUATION** will fall away
- 14.9 The **LEVY** payable by each **MEMBER** is the percentage applicable to his **ERF** or **UNIT**, determined in terms of clause 14.7.2.2, of the **LEVY** fund, taking into account all of the foregoing sub-clauses of this clause 14.
- 14.10 In respect of **UNITS**, the body corporate of a **SCHEME** will, on behalf of the **ASSOCIATION**, collect and be responsible for payment to the **ASSOCIATION** of all levies payable by its respective **MEMBERS**, being the **OWNERS** of the **UNITS** in its **SCHEME**.
- 14.11 **MILNERTON ESTATES** is not liable for payment of levies in respect of
- 14.11.1 land in the **DEVELOPMENT** which has not been subdivided, and
- 14.11.2 **ERVEN** registered in the name of **MILNERTON ESTATES** save that in respect of such **ERVEN** which have been improved by the construction of a building thereon **MILNERTON ESTATES** shall be liable for levies attributable to the developed **ERF** calculated from the first annual general meeting following completion of the building.



14.12 No **MEMBER** shall be entitled to any of the privileges of membership unless and until he shall have paid every levy and other sum (if any) which shall be due and payable to the **ASSOCIATION** in respect of his membership thereof.

14.13 All levies are due and payable by **MEMBERS** on the first day of the month immediately following the month in which such liability arose and, thereafter, on the first day of each and every following month.

14.14 **MEMBERS** shall be liable for payment of interest on outstanding amounts at a rate determined by the **TRUSTEES** from time to time but not exceeding the maximum annual rate permitted by law. Interest calculated at the determined rate is recoverable from the date on which the amount is due and payable to the date of payment provided that any portion of a month will be regarded as a full calendar month for the purposes of this calculation.

15 **BREACH**

15.1 The **TRUSTEES** may on behalf of and in the name of the **ASSOCIATION** institute legal proceedings in accordance with the provisions of this clause 15.

15.2 If any **MEMBER** fails in the observance of any of the provisions of this **CONSTITUTION** with regard to **IMPROVEMENTS** and/or the provisions of the **GUIDE** and/or fails to comply with any rules or regulations made in terms thereof, the **TRUSTEES** may on behalf of and in the name of the **ASSOCIATION** serve notice on such **MEMBER** calling upon him to remedy such breach within a time specified in such notice and, failing timeous compliance:

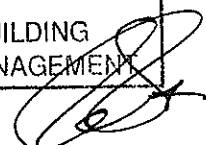
15.2.1 enter upon the **ERF** or **UNIT** (as the case may be) to take such action as may be reasonably required to remedy the breach and the **MEMBER** concerned shall be liable to the **ASSOCIATION** for all reasonable costs so incurred, which costs shall be due and payable upon demand;

and/or

15.2.2 call upon such **MEMBER** in writing to remove or alter within a specified period any portion of the **IMPROVEMENTS** or any addition erected contrary to the provisions of this **CONSTITUTION** read with the **GUIDE** and, failing which,

institute proceedings in any court of competent jurisdiction for such relief as the **TRUSTEES** may consider necessary and such **MEMBER** shall be liable for and shall pay all costs of such proceedings on the scale as between attorney and own client and all other expenses and charges incurred in obtaining relief.

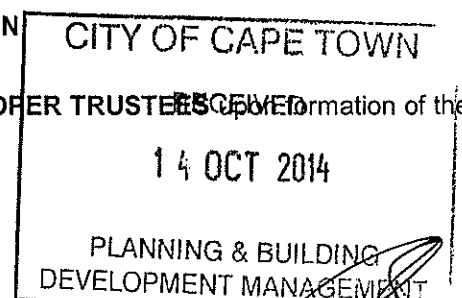
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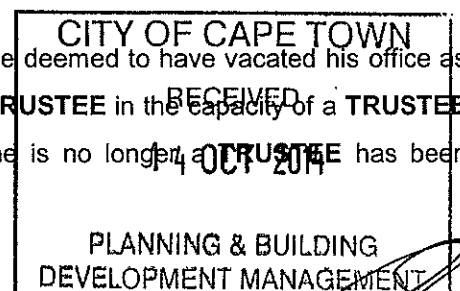
- 15.3 If any **MEMBER** or body corporate of a **SCHEME** (the "entity") fails to make payment on due date of levies or other amounts payable by such **MEMBER** or entity, the **TRUSTEES** may give notice to such **MEMBER** or entity requiring him/it to remedy such breach within such period as the **TRUSTEES** may determine and should he/it fail to timeously remedy his/its breach, the **TRUSTEES** may, on behalf of the **ASSOCIATION**, institute legal proceedings against such **MEMBER**/entity without further notice and such **MEMBER**/entity will be liable for and shall pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the **ASSOCIATION** in obtaining recovery.
- 15.4 Nothing in the foregoing shall derogate from or in any way diminish the right of the **ASSOCIATION** to institute proceedings in any court of competent jurisdiction for recovery of any money due by any **MEMBER**/entity arising from any cause of action whatsoever or for any other relief.
- 15.5 In the event of any breach of this **CONSTITUTION** by the members of any **MEMBER**'s household or his invitees or lessees, such breach shall be deemed to have been committed by the **MEMBER** himself but, without prejudice to the foregoing, the **TRUSTEES** shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the **MEMBER**.

16 TRUSTEES

- 16.1 The **TRUSTEES** of the **ASSOCIATION** shall comprise 4 (four) **DEVELOPER TRUSTEES** until the first annual general meeting of the **ASSOCIATION** whereupon the number of **TRUSTEES** shall be 7 (seven) comprising 2 (two) **DEVELOPER TRUSTEES** and 5 (five) **MEMBER TRUSTEES** for as long as **MILNERTON ESTATES** is a **MEMBER** and upon **MILNERTON ESTATES** ceasing to be a **MEMBER** the 7 (seven) **TRUSTEES** shall be **MEMBER TRUSTEES** save that the **ASSOCIATION** shall in general meeting held after **MILNERTON ESTATES** has ceased to be a **MEMBER** be entitled to increase or decrease the number of **TRUSTEES**.
- 16.2 A **TRUSTEE** shall be an individual but need not himself be a **MEMBER** provided that the majority of **MEMBER TRUSTEES** shall be **MEMBERS** or **REPRESENTATIVES**.
- 16.3 A **TRUSTEE** shall, by accepting his appointment as such, be deemed to have agreed to be bound by the provisions of this **CONSTITUTION**.
- 16.4 The **DEVELOPER** shall appoint the first **DEVELOPER TRUSTEES** upon formation of the **ASSOCIATION**.



- 16.5 Nominations by **MEMBERS** for the election of **MEMBER TRUSTEES** at any annual general meeting shall be given in writing, accompanied by the written consent of the person nominated, so as to be received at the domicilium of the **ASSOCIATION** not later than 24 (twenty four) hours before the meeting: Provided that **MEMBER TRUSTEES** are also capable of being elected by way of nomination with the consent of the nominee given at the meeting itself should insufficient written nominations be received to comply with clause 16.1.
- 16.6 Subject to the provisions of clause 16.7, each **MEMBER TRUSTEE** shall continue to hold office until the annual general meeting of the **ASSOCIATION** following his appointment, at which meeting each **MEMBER TRUSTEE** shall be deemed to have retired from office as such but will be eligible for re-election at such meeting. **MEMBER TRUSTEES** may fill any vacancy in their number. Any **MEMBER TRUSTEE** so appointed shall hold office until the next annual general meeting when he shall retire and be eligible for re-election as though he had been elected at the previous annual general meeting. The **DEVELOPER** shall, by written notice to the **TRUSTEES**, be entitled to remove any **DEVELOPER TRUSTEE** appointed by the **DEVELOPER** and upon such removal or upon any **DEVELOPER TRUSTEE** ceasing to hold office for any other reason, by written notice, appoint in their stead another person or persons.
- 16.7 A **TRUSTEE** shall be deemed to have vacated his office as such upon:
- 16.7.1 his estate being sequestrated, whether provisionally or finally or upon his surrendering his estate;
- 16.7.2 him making any arrangement or composition with his creditors;
- 16.7.3 his conviction for any offence involving dishonesty;
- 16.7.4 him becoming of unsound mind or being found lunatic;
- 16.7.5 him resigning from such office in writing;
- 16.7.6 his death;
- 16.7.7 him being removed from office by a resolution of **TRUSTEES**;
- 16.7.8 his being disentitled to exercise a vote in terms of this **CONSTITUTION** provided he is a **MEMBER TRUSTEE**.
- 16.8 Notwithstanding the fact that a **TRUSTEE** shall be deemed to have vacated his office as provided in clause 16.7, anything done by such **TRUSTEE** in the capacity of a **TRUSTEE** in good faith shall be valid until the fact that he is no longer a **TRUSTEE** has been



recorded in the Minute Book of the **TRUSTEES**. Should the office of a **TRUSTEE** fall vacant prior to the next annual general meeting of the **ASSOCIATION**, the vacancy in question may be filled by the **DEVELOPER** if the vacancy is in respect of a **DEVELOPER TRUSTEE** and by the remaining **MEMBER TRUSTEES** if the vacancy is in respect of a **MEMBER TRUSTEE** and the person so appointed shall hold office until the next annual general meeting.

- 16.9 The first **CHAIRMAN** shall be appointed by the **DEVELOPER** and shall hold office until the first annual general meeting provided that such office shall ipso facto be vacated by the **TRUSTEE** who was appointed **CHAIRMAN** upon his ceasing to be a **TRUSTEE** for any reason.
- 16.10 Within 7 (seven) days of the holding of each annual general meeting of the **ASSOCIATION** the **TRUSTEES** shall meet and shall elect from their own number the **CHAIRMAN** who shall hold office until the annual general meeting held next after his appointment, provided that the office of **CHAIRMAN** shall ipso facto be vacated by the **TRUSTEE** holding such office upon his ceasing to be a **TRUSTEE** for any reason.
- 16.11 Save as otherwise provided in this **CONSTITUTION**, the **CHAIRMAN** shall preside at all meetings of the **TRUSTEES** and all general meetings of the **ASSOCIATION** and shall perform all duties incidental to the office of **CHAIRMAN** and such other duties as may be prescribed by the **TRUSTEES** or by **MEMBERS** and shall allow or refuse to permit guests to speak at any such meetings, provided that any such guest shall not be entitled to vote at any meetings.
- 16.12 If the **CHAIRMAN** 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, the **TRUSTEES** present at such meeting shall choose another **CHAIRMAN** for such meeting.
- 16.13 If any **CHAIRMAN** vacates his office as **CHAIRMAN** or no longer continues in office for any reason, the **TRUSTEES** shall meet as soon as reasonably possible to elect one of their number as a replacement **CHAIRMAN** who shall hold office as such for the remainder of the period of office of the first mentioned **CHAIRMAN**.
- 16.14 A **TRUSTEE** shall be disqualified from voting in respect of any contract or proposed contract or any litigation or proposed litigation or any dispute, with the **ASSOCIATION**, by virtue of any interest he may have therein.
- 16.15 No contract concluded on behalf of the **TRUSTEES** shall be valid and binding on the **TRUSTEES** unless signed by the **CHAIRMAN** and one **TRUSTEE**, the latter specifically appointed as



authorised signatory in terms of the **RESOLUTION** of **TRUSTEES** whereby the **TRUSTEES** bind the **ASSOCIATION**.

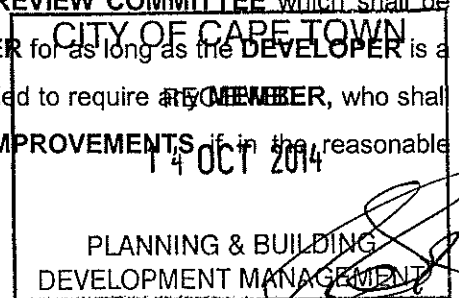
- 16.16 **TRUSTEES** shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as **TRUSTEES** and/or **CHAIRMAN**, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.
- 16.17 **TRUSTEES** may not make loans on behalf of the **ASSOCIATION** to **MEMBERS** or to themselves.

17 **FUNCTIONS, POWERS AND DUTIES OF TRUSTEES**

- 17.1 Subject to the express provisions of this **CONSTITUTION**, the **TRUSTEES** shall manage and control the business and affairs of the **ASSOCIATION**, shall have full powers in the management and direction of such business and affairs, including the right of appointment and dismissal of any **MANAGING AGENT**, may exercise all such powers of the **ASSOCIATION** and do all such acts on behalf of the **ASSOCIATION** as may be exercised and done by the **ASSOCIATION** and as are not by this **CONSTITUTION** required to be exercised or done by the **ASSOCIATION** in general meeting subject however to such regulations as may have been made by the **ASSOCIATION** in general meeting provided that no regulation made by the **ASSOCIATION** in general meeting shall invalidate any prior act of the **TRUSTEES** which would have been valid if such regulation had not been made.
- 17.2 Save as specifically provided in this **CONSTITUTION**, the **TRUSTEES** shall at all times have the right to engage on behalf of the **ASSOCIATION** the services of accountants, advocates, attorneys, auditors, architects, engineers, land surveyors, managing agents, town planners or any other professional firm or person or other employees whatsoever for any reason deemed necessary by the **TRUSTEES** on such terms as the **TRUSTEES** shall decide.
- 17.3 The **TRUSTEES** shall have the right to vary, cancel or modify any of their decisions and resolutions from time to time.
- 17.4 The **TRUSTEES** shall have the right to co-opt any person or persons chosen by them. A co-opted **TRUSTEE** shall enjoy all the rights and be subject to all the obligations of the **TRUSTEES** but no co-opted **TRUSTEE** shall have any vote at any meetings of **TRUSTEES** and such co-opted **TRUSTEE** shall only serve until the next annual general meeting.



- 17.5 The **TRUSTEES** shall be entitled to appoint committees consisting of **MEMBERS** and/or outsiders, including a managing agent, as they deem fit and to delegate to such committees such of their functions, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the **TRUSTEES** may from time to time deem necessary
- 17.6 The **TRUSTEES** may, should they so decide, investigate any suspected or alleged breach by any **MEMBER** or **TRUSTEE** of this **CONSTITUTION** in such reasonable manner as they shall decide from time to time.
- 17.7 The **TRUSTEES** may make regulations and rules not inconsistent with this **CONSTITUTION** or any regulations or rules prescribed by the **ASSOCIATION** in general meeting
- 17.7.1 as to the resolution of disputes generally;
- 17.7.2 for the furtherance and promotion of any of the objects of the **ASSOCIATION**;
- 17.7.3 for the better management of the affairs of the **ASSOCIATION**;
- 17.7.4 for the advancement of the interests of **MEMBERS**;
- 17.7.5 for the conduct of **TRUSTEES** at meetings of **TRUSTEES** and meetings of the **ASSOCIATION**;
- 17.7.6 to levy and collect contributions from **MEMBERS** in accordance with clause 14;
- 17.7.7 to levy and recover from **MEMBERS** moneys which are necessary to defray the necessary expenses of the **LOCAL AUTHORITY** in the event of the **LOCAL AUTHORITY** imposing any levies and imposts against the **ASSOCIATION**;
- 17.7.8 to assist it in administering and governing its activities generally
- and shall be entitled to cancel, vary or modify any of the foregoing from time to time.
- 17.8 Without in any way limiting the powers granted, the duties and powers of the **TRUSTEES** shall further specifically include:
- 17.8.1 the determination of what constitutes appropriate standards for maintenance and repairs to **IMPROVEMENTS** in strict accordance with the provisions of the **GUIDE** and the recommendation of the **REVIEW COMMITTEE** which shall be additional to the powers of the **DEVELOPER** for as long as the **DEVELOPER** is a **MEMBER**. The **TRUSTEES** shall be entitled to require any **MEMBER**, who shall be obliged, to repaint or renovate his **IMPROVEMENTS** if in the reasonable

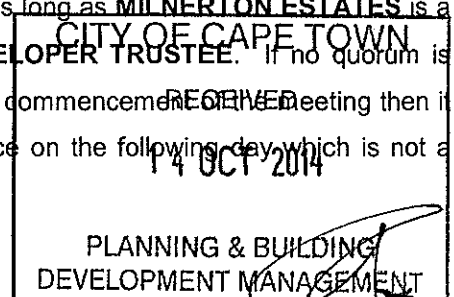


opinion of the **TRUSTEES** such **IMPROVEMENTS** require essential repairs or have become dilapidated. The **TRUSTEES** have the specific power to adopt recommendations by the **REVIEW COMMITTEE** for amendments, substitutions, additions or repeal of provisions of the Rivergate Commercial Precinct Architectural Design Controls which form a part of the **GUIDE**;

- 17.8.2 entering into of agreements with third parties on behalf of the **ASSOCIATION** for any purposes of the **ASSOCIATION**;
- 17.8.3 the employment on behalf of the **ASSOCIATION** of agents, servants and any other party and the payment of such persons;
- 17.8.4 the taking of steps in all matters of common interest in respect of the **ASSOCIATION** and, without detracting from the generality thereof, such as common sewage, electricity supply, landscaping, maintenance of private roads, refuse facilities, removal of refuse and suchlike, where applicable;
- 17.8.5 the institution or defence of actions in the name of the **ASSOCIATION** and to appoint legal representatives for such purpose.

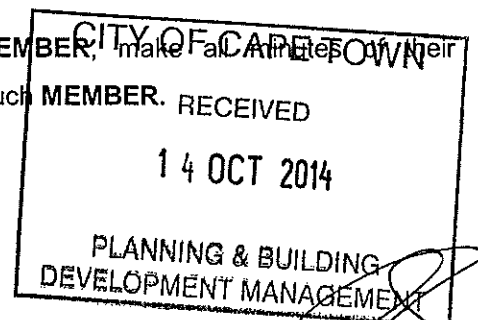
18 PROCEEDINGS OF TRUSTEES

- 18.1 The **TRUSTEES** may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provisions of this **CONSTITUTION**.
- 18.2 Meetings of the **TRUSTEES** shall be held at least once every 6 (six) months.
- 18.3 The **CHAIRMAN** always has the right to convene meetings of **TRUSTEES**.
- 18.4 A **TRUSTEE** may, provided he has the support in writing of 2 (two) other **TRUSTEES**, at any time convene a meeting of **TRUSTEES** by giving to the other **TRUSTEES** not less than 14 (fourteen) days written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting; provided that in cases of urgency, such shorter notice as is reasonable in the circumstances may be given.
- 18.5 A **RESOLUTION** in writing signed by all the **TRUSTEES** shall be valid and effectual as if it had been passed at a meeting of **TRUSTEES** duly called and convened.
- 18.6 The quorum necessary for the holding of any meeting of **TRUSTEES** shall be 4 (four) **TRUSTEES** present personally provided that, for as long as **MILNERTON ESTATES** is a **MEMBER**, 1 (one) **TRUSTEE** present is a **DEVELOPER TRUSTEE**. If no quorum is present within 30 (thirty) minutes after the time for commencement of a meeting then it shall stand adjourned for the same time and place on the following day, which is not a



Saturday, Sunday or public holiday and, if at such adjourned meeting, a quorum is not present within 30 (thirty) minutes after the time appointed for the meeting, the **TRUSTEES** then present shall be a quorum provided that 1 (one) of the **TRUSTEES** present is a **DEVELOPER TRUSTEE**.

- 18.7 At meetings of the **TRUSTEES**, each **TRUSTEE** present shall have 1 (one) vote save that the **DEVELOPER TRUSTEE/S** present shall collectively have votes equal in number to the aggregate of the **MEMBER TRUSTEES** plus 1 (one) additional vote. The majority of the votes of the **TRUSTEES** present at a meeting of **TRUSTEES** constitutes the **RESOLUTION** of the **TRUSTEES**. In the case of an equality of votes for and against a **RESOLUTION**, the **CHAIRMAN** shall have a second or casting vote.
- 18.8 The **CHAIRMAN** shall preside as such at all meetings of **TRUSTEES** provided that, should at any meeting of **TRUSTEES** the **CHAIRMAN** not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, those present of the **TRUSTEES** shall vote to appoint a **CHAIRMAN** for the meeting who shall thereupon exercise all the powers and duties of the **CHAIRMAN** in relation to such meeting.
- 18.9 A **TRUSTEE** may be represented at a meeting of **TRUSTEES** by a proxy provided such proxy is a **TRUSTEE**.
- 18.10 The instrument appointing a proxy shall be in writing and signed by the **TRUSTEE** concerned but need not be in any particular form. The proxy shall be deposited with the **CHAIRMAN** 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.
- 18.11 The **TRUSTEES** shall
- 18.11.1 ensure that minutes are taken of every meeting of **TRUSTEES**, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall then be certified correct by the **CHAIRMAN** of the meeting;
- 18.11.2 cause such certified minutes to be kept of all meetings of the **TRUSTEES** in a minute book of meetings of **TRUSTEES** kept for that purpose;
- 18.11.3 keep all books of meetings of **TRUSTEES** in perpetuity;
- 18.11.4 on the written application of any **MEMBER**, make all minutes of their proceedings available for inspection by such **MEMBER**.



18.12 All **RESOLUTIONS** recorded in the minutes of any meeting of **TRUSTEES** shall be valid and of full force and effect as therein recorded with effect from the passing of such **RESOLUTIONS** and until varied or rescinded, but no **RESOLUTION** or purported **RESOLUTION** of **TRUSTEES** shall be of any force or effect or shall be binding upon the **MEMBERS** or any of the **TRUSTEES** unless such **RESOLUTION** is competent within the powers of the **TRUSTEES**.

18.13 Save as otherwise provided in this **CONSTITUTION**, the proceedings at any meeting of **TRUSTEES** shall be conducted in such reasonable manner and form as the **CHAIRMAN** of the meeting shall decide.

19 **MANAGING AGENT**

19.1 The **TRUSTEES** shall, in addition to the powers contained herein, have the power from time to time, if deemed necessary, to appoint in terms of a written contract, a **MANAGING AGENT** to control, manage and administer the **DEVELOPMENT** and to exercise such powers and duties as may be entrusted to the **MANAGING AGENT**, including the power to collect levies, provided that a **MANAGING AGENT** shall be appointed for a year at a time, and unless the **TRUSTEES** notify the **MANAGING AGENT** to the contrary, such appointment will be automatically renewed from year to year.

19.2 The **TRUSTEES** shall ensure that there is included in the contract of appointment of a **MANAGING AGENT** a provision to the effect that if the **MANAGING AGENT** is in breach of any of the provisions of his contract or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the **TRUSTEES** may, without notice, cancel such contract of employment and the **MANAGING AGENT** shall have no claim whatsoever against the **TRUSTEES** and/or the **ASSOCIATION** as a result of such cancellation.

19.3 With effect from the date of commencement of the **ASSOCIATION** the **DEVELOPER** is empowered to nominate and appoint the first **MANAGING AGENT** for a period of 12 (twelve) months or until the first annual general meeting of the **ASSOCIATION**, whichever first occurs.

20 **GENERAL MEETINGS OF THE ASSOCIATION**

20.1 The **ASSOCIATION** shall, within 12 (twelve) months of the date of commencement of the **ASSOCIATION** hold a general meeting as its first annual general meeting. Thereafter, within 6 (six) months of the **FINANCIAL YEAR** end of the **ASSOCIATION** it shall hold its second and subsequent annual general meetings.

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- 20.2 Such annual general meetings shall be held at such time and place, subject to the foregoing provisions, as the **TRUSTEES** shall decide from time to time.
- 20.3 The **TRUSTEES** may, whenever they deem fit, convene a general meeting and a general meeting shall also be convened on a requisition made by not less than 25% (twenty five per centum) of **MEMBERS** or should the **TRUSTEES** fail to do so such meeting may be convened by the requisitionists themselves provided that notice thereof be given in terms of clause 21.

21 NOTICE OF MEETINGS

- 21.1 An annual general meeting shall be called by not less than 21 (twenty one) days notice and a general meeting by not less than 14 (fourteen) days notice, as provided in clause 21.3. The notice shall specify the place, the day and the hour of the meeting and, in the case of special business in addition to the foregoing, the general nature of that business and of proposed **RESOLUTIONS**; provided that a general meeting or an annual general meeting of the **ASSOCIATION** shall, notwithstanding that it is called by shorter notice than that specified in this **CONSTITUTION**, be deemed to have been duly called if it is agreed to by not less than 75% (seventy five per centum) of **MEMBERS** having a right to attend and vote at the meeting.
- 21.2 The accidental omission to give notice of any proposed **RESOLUTION** shall not invalidate the proceedings at or any **RESOLUTION** passed at any meeting.
- 21.3 Notice of the annual general meeting and/or a general meeting shall be placed in 1 (one) issue of the "Cape Times" or "Argus" newspapers and in the event of both of those newspapers becoming defunct, in 1 (one) issue of the highest circulation English language newspaper distributed in Cape Town and environs.
- 21.4 The non-receipt of notice of a meeting by any **MEMBER** shall not invalidate the proceedings of that meeting.

22 PROXIES

- 22.1 A **MEMBER** may be represented at an annual general meeting and/or general meeting by a proxy who need not be a **MEMBER** of the **ASSOCIATION**.
- 22.2 The instrument appointing a proxy shall be in writing signed by the **MEMBER** concerned or his duly authorised agent in writing but need not be in any particular form provided that where a **MEMBER** is more than one person any one of those persons may sign the instrument appointing a proxy on such **MEMBER**'s behalf. Where a **MEMBER** is a company, the proxy may be signed by any person authorised by resolution of the board of



directors of the company or by its secretary and, where a close corporation, by any member of such close corporation and, where an association of persons, by the secretary thereof and, where a trust, by a person duly authorised by the trustees of such trust.

22.3 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 shall be lodged with the **ASSOCIATION** at least 6 (six) hours before the scheduled time for the commencement of the meeting or adjourned meeting concerned. The instrument appointing a proxy shall be valid only for the specific meeting or the adjournment thereof.

22.4 Notwithstanding the foregoing, the **CHAIRMAN** of the meeting may agree to accept a proxy tendered at any time before or during the meeting.

23 QUORUM

23.1 No business shall be transacted at any annual general meeting or general meeting unless a quorum is present when the meeting proceeds to business and when any **RESOLUTION** is to be passed. The quorum necessary for the holding of any meeting shall be 20% (twenty per centum) of the total **MEMBERS** entitled to attend and vote thereat.

23.2 If, within 30 (thirty) minutes after the time appointed for the commencement of the meeting, a quorum is not present, the meeting, if convened on the requisition of **MEMBERS**, shall be dissolved. In all other cases, the meeting shall stand adjourned to the same day in the next week at the same place and time and, if at such adjourned meeting, a quorum is not present, the **MEMBERS** present shall constitute a quorum.

24 AGENDA AT MEETINGS

In addition to any other matters required by legislation or by this **CONSTITUTION** to be dealt with at any annual general meeting, the following matters shall be dealt with at every annual general meeting:

24.1 the consideration of the **CHAIRMAN**'s report;

24.2 the election of **MEMBER TRUSTEES**;

24.3 the consideration of the financial statements of the **ASSOCIATION** for the last **FINANCIAL YEAR** of the **ASSOCIATION** preceding the date of such meeting;

24.4 the consideration of the report of the **AUDITORS**;



- 24.5 the consideration of the budget as presented by the **TRUSTEES** and confirmation of levies as currently levied by the **TRUSTEES**;
- 24.6 the consideration and fixing of the remuneration of the **AUDITORS** for the **FINANCIAL YEAR** of the **ASSOCIATION** preceding the annual general meeting;
- 24.7 the determination of the domicilium citandi et executandi of the **ASSOCIATION**;
- 24.8 any other business pertinent to such meeting, including any **RESOLUTIONS** proposed for adoption by such meeting and the voting upon any such **RESOLUTIONS**.

25 PROCEDURE AT MEETINGS

- 25.1 The **CHAIRMAN** shall preside as such at all meetings provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the **TRUSTEES** present at such meetings shall vote to appoint a **CHAIRMAN** for the meeting who shall thereupon exercise all the powers and duties of the **CHAIRMAN** in relation to such meeting.
- 25.2 The **CHAIRMAN** may, with the consent of any meeting at which a quorum is present (and if so directed by the meeting), adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business that might have been transacted at the meeting from which the adjournment took place. No notice need be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting unless the meeting is to be adjourned for 30 (thirty) days or more, in which event notice is to be given in the same manner as for the original meeting. Only business left uncompleted at the original meeting may be transacted at the adjourned meeting.
- 25.3 Save as specifically required by this **CONSTITUTION**, all general meetings shall be conducted in accordance with generally accepted practice.

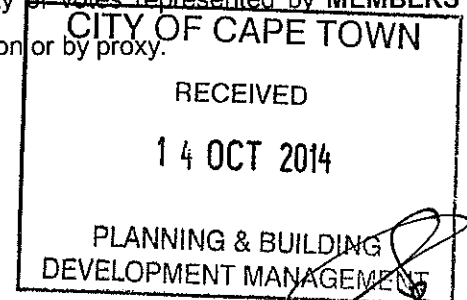
26 VOTING

At every annual general meeting or general meeting every **MEMBER** in person or by proxy and entitled to vote shall, where a poll is demanded, be allocated and entitled to exercise voting rights as follows

- 26.1 The Trustees shall, at a date within 30 (thirty) days prior to each annual general meeting of the **ASSOCIATION** :



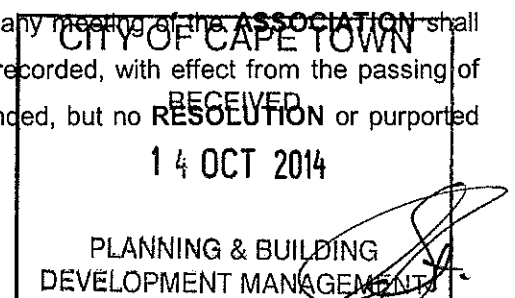
- 26.1.1 establish the **VALUATIONS** in respect of each **MEMBER'S PROPERTY** including undeveloped land in the **DEVELOPMENT** owned by the **DEVELOPER** and the aggregate of all such **VALUATIONS**;
- 26.1.2 in the event of no **VALUATION** having been determined for a **PROPERTY** or undeveloped land by the date referred to in clause 26.1 the **TRUSTEES** shall determine an interim **VALUATION** which will be binding until the annual general meeting following availability of a **VALUATION** (as referred to in clause 1.30) for such **PROPERTY** or undeveloped land (as applicable) whereupon the interim **VALUATION** will fall away;
- 26.1.3 calculate the ratio, expressed as a percentage to 4 (four) decimal places, which the **VALUATION** for each **PROPERTY** and the undeveloped land bears to the aggregate of the **VALUATIONS** (including interim **VALUATIONS**), which ratio is binding until the following annual general meeting;
- 26.1.4 allocate voting rights to **MEMBERS** equal to the applicable ratio calculated in terms of clause 26.1.3 multiplied by 10 000 (ten thousand).
- 26.2 At any meeting of **MEMBERS** a **RESOLUTION** put to the vote at the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll shall be demanded by any **MEMBER** entitled to vote at such meeting. If a poll is duly demanded it shall be taken in such manner as the **CHAIRMAN** directs and the result of the poll shall be deemed to be the **RESOLUTION** of the meeting at which the poll was demanded. The **DEVELOPER** shall, for as long as the **DEVELOPER** is a **MEMBER** (unless it in writing abandons its right as referred to in clause 2.4.2), have the same number of votes as the total number of votes of all the other **MEMBERS** present entitled to vote in person or by proxy at any annual general meeting or general meeting plus 1 (one) vote.
- 26.3 Save as expressly provided for in this **CONSTITUTION**, no person other than a **MEMBER** duly registered and who shall have paid every levy and other sum (if any) which shall be due and payable to the **ASSOCIATION** in respect of or arising out of his membership and who is not under suspension, shall be entitled to be present and to vote on any question either personally or by proxy, at any annual general meeting or general meeting.
- 26.4 At any annual general meeting or general meeting a **RESOLUTION** put to the vote at the meeting shall be decided on an ordinary majority of votes represented by **MEMBERS** entitled to attend and vote thereon present in person or by proxy.



- 26.5 Voting on any question of adjournment shall be decided on an ordinary majority of votes represented by **MEMBERS** entitled to attend and vote thereat present in person or by proxy.
- 26.6 Every **RESOLUTION** and every amendment of a **RESOLUTION** proposed for adoption by a general meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.
- 26.7 Unless any **MEMBER** present in person or by proxy at a meeting shall, before closure of the meeting, have objected to any declaration made by the **CHAIRMAN** of the meeting as to the result of any voting at the meeting, or to the propriety or validity of the procedure at such meeting, such declaration by the **CHAIRMAN** shall be deemed to be a true and correct statement of the voting and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted and an entry in the minutes of the **ASSOCIATION** to the effect that any motion has been carried or lost with or without a record of the number of votes recorded in favour of or against such motion shall be conclusive evidence of the **RESOLUTION** so recorded if such entry conforms with the declaration made by the **CHAIRMAN** of the meeting as to the result of any voting at the meeting.

27 MINUTES OF MEETINGS OF THE ASSOCIATION

- 27.1 The **TRUSTEES** shall
- 27.1.1 ensure that minutes are taken of every meeting of the **ASSOCIATION**, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall then be certified correct by the **CHAIRMAN** of the meeting;
- 27.1.2 cause such certified minutes of all such meetings of the **ASSOCIATION** to be kept in a minute book of meetings of the **ASSOCIATION** kept for the purpose.
- 27.2 The **TRUSTEES** shall keep all minute books of meetings of the **ASSOCIATION** in perpetuity.
- 27.3 On the written application of any **MEMBER** the **TRUSTEES** shall make all minutes of the proceedings and/or meetings of the **ASSOCIATION** available for inspection by such **MEMBER**.
- 27.4 All **RESOLUTIONS** recorded in the minutes of any meeting of the **ASSOCIATION** shall be valid and of full force and effect as therein recorded, with effect from the passing of such **RESOLUTIONS**, and until varied or rescinded, but no **RESOLUTION** or purported



RESOLUTION of the **ASSOCIATION** shall be of any force or effect, or shall be binding upon the **MEMBERS** or any of the **TRUSTEES**, unless such **RESOLUTION** is competent within the powers of the **ASSOCIATION**.

27.5 Save as otherwise provided in this **CONSTITUTION**, the proceedings at any meeting of the **ASSOCIATION** shall be conducted in such reasonable manner and form as the **CHAIRMAN** of the meeting shall decide.

28 **FINANCIAL YEAR END**

The **FINANCIAL YEAR** end of the **ASSOCIATION** is the last day of February of each year.

29 **ACCOUNTS**

29.1 The **TRUSTEES** shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the **ASSOCIATION** including:

29.1.1 a record of the assets and liabilities of the **ASSOCIATION**;

29.1.2 a record of all sums of money received and expended by the **ASSOCIATION** and the matters in respect of which such receipt and expenditure occur;

29.1.3 a register of **MEMBERS** showing in each case their addresses;

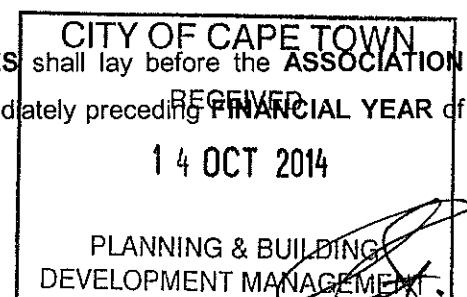
29.1.4 individual ledger accounts in respect of each **MEMBER**;

29.2 Subject to clause 29.4, on the written application of any **MEMBER** the **TRUSTEES** shall make all or any of the books of account and records available for inspection by such **MEMBER**.

29.3 The **TRUSTEES** shall cause all books of account and records to be retained for a period of 6 (six) years after completion of the transactions, acts or operations to which they relate.

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

29.5 At each annual general meeting the **TRUSTEES** shall lay before the **ASSOCIATION** audited annual financial statements for the immediately preceding **FINANCIAL YEAR** of



the **ASSOCIATION** or, in the case of the first period since the date of commencement of the **ASSOCIATION**, made up for that period. Such financial statements shall be drawn up in accordance with generally accepted accounting practice and shall be accompanied by such additional reports as may be necessary at the discretion of the **TRUSTEES**.

30 DEPOSIT AND INVESTMENT OF FUNDS

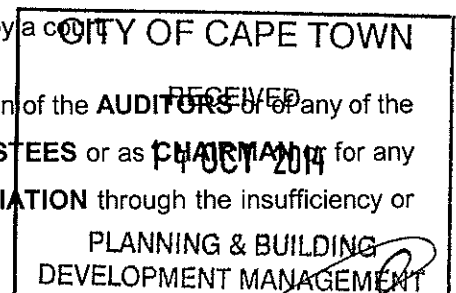
- 30.1 The **TRUSTEES** shall cause all moneys received by the **ASSOCIATION** to be deposited to the credit of an account or accounts with a registered commercial bank in the name of the **ASSOCIATION** and, subject to any direction given or restriction imposed at a general meeting of the **ASSOCIATION**, such moneys shall only be withdrawn for the purpose of payment of the expenses of the **ASSOCIATION** or investment.
- 30.2 Any funds not immediately required for disbursements may be invested in a savings or similar account in the name of the **ASSOCIATION** with any financial institution or any other registered deposit receiving institution approved by the **TRUSTEES** from time to time.
- 30.3 Interest on moneys invested shall be used by the **ASSOCIATION** for any lawful purpose in the interest of the **ASSOCIATION**.

31 AUDIT

- 31.1 Once at least in every year, the accounts of the **ASSOCIATION** shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the **AUDITORS**.
- 31.2 The duties of the **AUDITORS** shall be regulated in accordance with general practice and applicable professional standards.

32 INDEMNITY

- 32.1 All the **TRUSTEES** are indemnified by the **ASSOCIATION** against any liabilities bona fide incurred by them in their capacities as such and in the case of the **CHAIRMAN** in his capacity as **CHAIRMAN**, as well as for all costs, losses and expenses (including travelling expenses) which they may incur or become liable for by reason of any authorised contract entered into, or any authorised act or deed done, in the discharge of any of their duties and, without detracting from the generality thereof, whether defending any proceedings, civil or criminal or otherwise in which relief is granted by a court.
- 32.2 A **TRUSTEE** shall not be liable for the acts, or omission of the **AUDITORS** or of any of the other **TRUSTEES** whether in their capacities as **TRUSTEES** or as **CHAIRMAN** for any loss or expense sustained or incurred by the **ASSOCIATION** through the insufficiency or



deficiency of any security in or upon which moneys of the **ASSOCIATION** are invested or for loss or damage arising from the insolvency or wrongful act of any person with whom any moneys, securities or effects are deposited or for any loss or damage occasioned by any error of judgement or oversight on his part or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties or in relation thereto unless occurring as a result of mala fides, breach of duty or breach of trust.

33 **DEFAMATION PRIVILEGE**

Every **MEMBER** of the **ASSOCIATION** and every **TRUSTEE** shall be deemed by virtue of his membership or, as the case may be, his holding office as a **TRUSTEE**, to have waived as against every other **MEMBER**, the **CHAIRMAN**, every other **TRUSTEE**, and everybody else engaged to perform the function or duty on behalf of or for the benefit of the **ASSOCIATION**, or the **TRUSTEES**, or any sub-committee, all claims and rights of action which such **MEMBER** or **TRUSTEE** might otherwise have had in law arising as a result of any statement, report, complaint or notice of or concerning such **MEMBER** or **TRUSTEE**, or any reference to such **MEMBER** or **TRUSTEE**, made at any meeting of **TRUSTEES**, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of this **CONSTITUTION**, being a statement, report, complaint, notice or reference (the "statement"), defamatory to such **MEMBER** or **TRUSTEE**, or otherwise injurious to the dignity, reputation, business or financial interest of such **MEMBER** or **TRUSTEE**, whether such statement be true or false unless such statement was made mala fides or being false was made as a result of gross negligence.

34 **OWN RISK**

Any person using any of the services, land or facilities of the **ASSOCIATION** does so entirely at his own risk.

35 **TRANSFER OF PRIVATE OPEN SPACES**

The **DEVELOPER** shall, free of consideration, transfer to the **ASSOCIATION** all private open spaces within the **DEVELOPMENT** as determined from time to time by the **DEVELOPER** in consultation with its professional advisers and the **LOCAL AUTHORITY**, the risk wherein passes to the **ASSOCIATION** upon formation of the **ASSOCIATION** and in respect whereof the maintenance and upkeep thereof is the responsibility of the **ASSOCIATION** as well as liability for rates and taxes and all charges attaching thereto.

36 **ARBITRATION**

36.1 Should any dispute, question or difference arise between **MEMBERS** or between a **MEMBER** and **TRUSTEES** out of or in regard to:



36.1.1 the interpretation of;

36.1.2 the effect of;

36.1.3 their respective rights or obligations under;

36.1.4 a breach of (save for non-payment of levies or any other amount due by a **MEMBER** in terms hereof)

this **CONSTITUTION**, such dispute shall be decided by arbitration in the manner set out in this clause 36.

36.2 In respect of any claim arising from non-payment of levies or any other amount due by a **MEMBER** to the **ASSOCIATION** in terms of this **CONSTITUTION**, the **ASSOCIATION** and **TRUSTEES** shall continue to enjoy common law rights and shall not be required to proceed to arbitration and shall not be precluded from instituting proceedings in any court of competent jurisdiction.

36.3 The arbitration referred to in clause 36.1 shall:

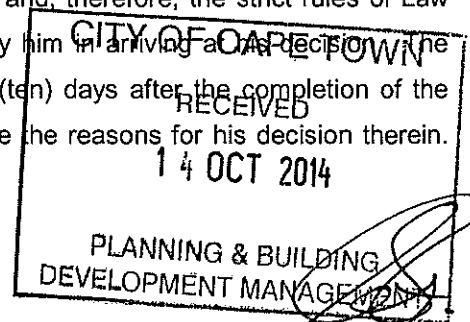
36.3.1 be conducted in an informal summary manner on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures relating to pleadings or discovery or the strict rules of evidence; and

36.3.2 commence as soon as reasonably possible after it is demanded and with a view to its being completed within 30 (thirty) days after it is demanded; and

36.3.3 be held under the provisions of the Arbitration Act of the Republic of South Africa (as amended or replaced from time to time) except insofar as the provisions of this arbitration clause shall apply.

36.4 The arbitrator shall be a practising senior counsel of not less than 5 (five) years standing appointed by agreement between the parties to the arbitration within 7 (seven) days of being called upon to make such appointment and failing agreement on such appointment within the 7 (seven) day period, appointed by the President of the Cape Town Attorneys Association or the successor to that Association.

36.5 The arbitrator shall in giving his award have regard to the principles contained in this **CONSTITUTION** and he shall decide the matter as submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of Law need not be observed or be taken into account by him in arriving at a decision. The arbitrator's decision shall be presented within 10 (ten) days after the completion of the arbitration in a written document and he shall state the reasons for his decision therein.



The arbitrator may determine that the cost of the arbitration be paid either by one or other of the disputing parties or by the **ASSOCIATION** as he in his sole discretion may deem fit.

36.6 Each of the parties to the arbitration irrevocably agree that the decision of the arbitrator made at such arbitration proceedings:

36.6.1 shall be final and binding on each of them; and

36.6.2 shall be carried into effect immediately; and

36.6.3 may be made an order of any Court to whose jurisdiction the parties are subject.

36.7 Notwithstanding anything to the contrary contained in this clause 36, the **TRUSTEES** shall be entitled to institute legal proceedings on behalf of the **ASSOCIATION** by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of this **CONSTITUTION**, including the **GUIDE**.

37 **DOMICILIUM**

37.1 At each annual general meeting of the **ASSOCIATION** the address constituting the domicilium citandi et executandi of the **ASSOCIATION** will be determined, subject to the following:

37.1.1 such address shall be the address of the **CHAIRMAN** or of a resident **TRUSTEE** nominated by the **TRUSTEES** or the address of any duly appointed **MANAGING AGENT**;

37.1.2 the **TRUSTEES** shall, if deemed necessary, be entitled to change such address prior to the following annual general meeting, provided that the **TRUSTEES** shall give notice to all **MEMBERS** of change of such address.

37.2 The domicilium citandi et executandi of each **MEMBER** shall be the street address of the **MEMBER'S PROPERTY**.

37.3 It shall be competent to give notice by telefax or electronic mail where the **MEMBER'S** telefax number or e-mail address (as applicable) is recorded with the **TRUSTEES**.

37.4 A **MEMBER** may by notice in writing to the **TRUSTEES** alter his domicilium provided such new address may not be a post office box or post restante and provided such address is within the Republic of South Africa and shall not be effective until 14 (fourteen) days after receipt of such notification.



37.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a **MEMBER** shall be adequate written notice or communication to such **MEMBER** notwithstanding that it was not sent to or delivered at his domicilium citandi et executandi.

37.6 Any notice to a **MEMBER**

37.6.1 sent to him by prepaid registered post in a correctly addressed envelope at his domicilium citandi et executandi shall be deemed to have been received on the 7th (seventh) day after posting (unless the contrary is proved); or

37.6.2 delivered by hand to a responsible person at his domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or

37.6.3 successfully transmitted by telefax or electronic mail to his chosen telefax number or e-mail address shall be deemed to have been received on the 1st (first) day after the date of transmission, unless the contrary is proved.

38 **AMENDMENT**

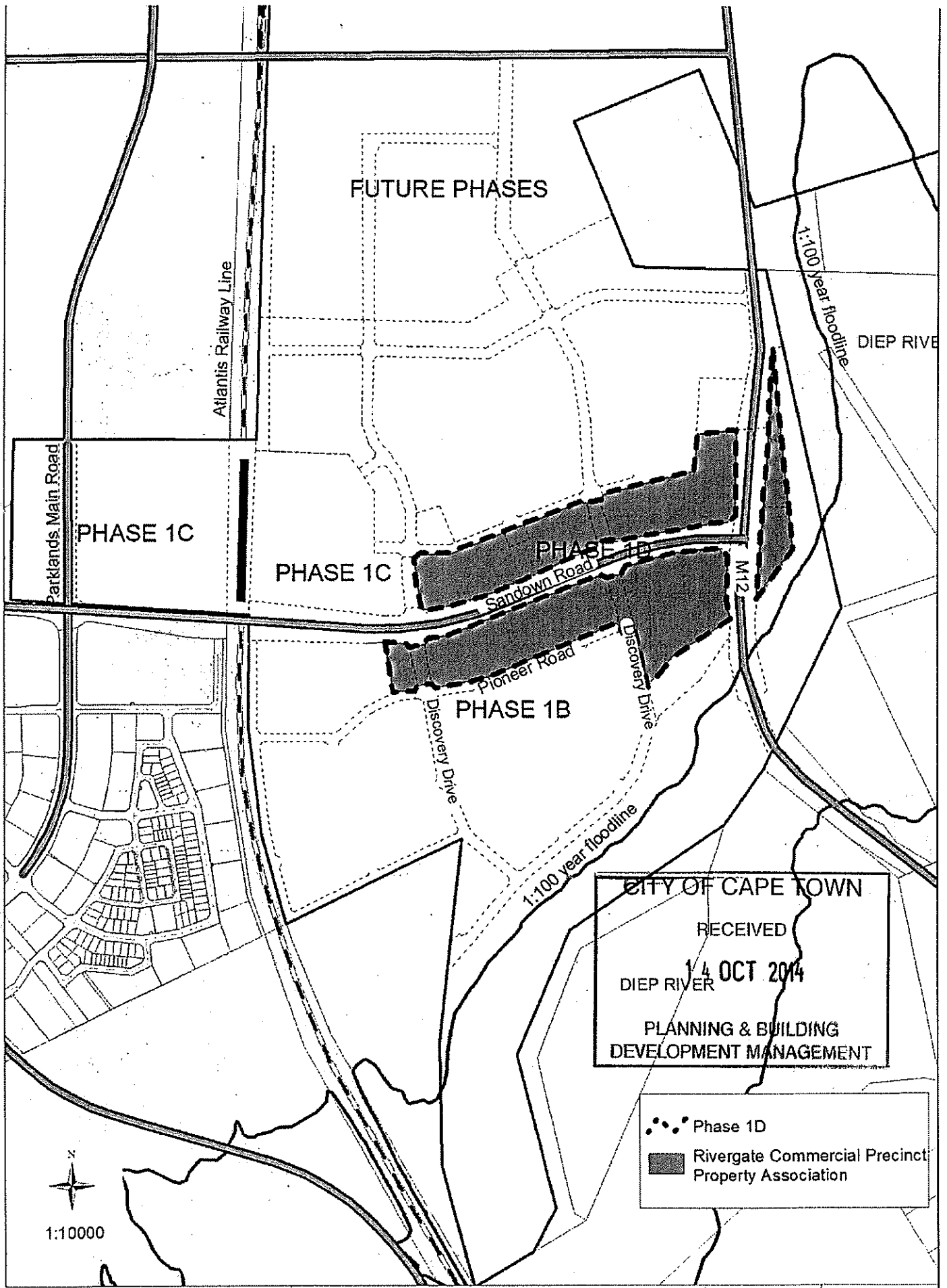
38.1 No provision hereof shall be added to, amended, substituted or repealed without the prior consent in writing of

38.1.1 the **LOCAL AUTHORITY**, and

38.1.2 the **DEVELOPER** for as long as the **DEVELOPER** is a **MEMBER**.

38.2 Subject to the provisions of clause 38.1, such addition, amendment, substitution or repeal shall require the approval of at least 51% (fifty one per centum) of the total number of votes of **MEMBERS** of the **ASSOCIATION** given at a general meeting called specifically for such purpose and the notice of such meeting shall, in addition to complying with the requirement for the convening of a meeting, set out in specific terms the proposed addition, amendment, substitution or matter to be repealed.





CITY OF CAPE TOWN
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 DIEP RIVER
 PLANNING & BUILDING
 DEVELOPMENT MANAGEMENT

•••• Phase 1D
 ■ Rivergate Commercial Precinct
 Property Association

1:10000

mlh
 architects & planners

GRAPHIC CENTRE 191 LOOP STREET CAPE TOWN P.O. BOX 1160 7720
 TELEPHONE (021) 424 1213 FAX (021) 421 7012
 E-MAIL mlh@mlh.co.za

Project RIVERGATE PHASE 1
 Phase 1D: Commercial Precinct
 Property Owners Association

Proj. No.
 2012 612

Source:
 MLH
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 SG

Drawing

Date
 APRIL 2013

Figure:

ANNEXURE Y