

VUE DE LA VILLE | LIFESTYLE ESTATE

CONDUCT RULES (ANNEXURE C1)

1. USE OF PREMISES

- 1.1 Owners shall not use or permit their properties to be used for professional or business activities unless specifically authorised by the Executive Committee and then only in compliance with Municipal regulations.
- 1.2 Residents are at all times responsible for the actions of their domestic servants and all such servants must be registered with the Executive Committee before they would be allowed access to the scheme.

2. REFUSE DISPOSAL

A Resident shall:

- 2.1 Maintain in a hygienic and dry condition a receptacle on his premises, as supplied by the local authority, for refuse in his section.
- 2.2 Ensure that before refuse is placed in such receptacle it is securely wrapped in a plastic bag so that it can be handled by the employee of the Association.
- 2.3 For the purpose of having the refuse collected, place such receptacles within the area and at the times designated by the Committee so that the employee can remove the plastic bag to the municipal collection area.
- 2.4 Not deposit, throw or allow to be deposited or thrown on the private road or its road reserve any rubbish or other litter.
- 2.5 Bins and rubbish must be kept out of sight (in the dry area).

3. MOTOR VEHICLES

The speed limit on the private road is 20 k.p.h.

- 3.1 Driving of vehicles on the premises must be within designated speed limits and drivers must have due regard for the rights of others and especially children.
- 3.2 No parking will be allowed on any area not demarcated as such and no resident will be allowed to park caravans and trailers on a permanent basis.
- 3.3 No resident will be allowed to do mechanical work on or service a car in any area visible from the road or common areas, unless the same is undertaken within the confines of a garage.

4. NOISE

- 4.1 No resident shall play or permit to be played any radio, television set, tape or other recorder, amplifier or any musical instrument in a manner or at a time which causes inconvenience to any other resident.
- 4.2 The use of lawn mowers, power- and other tools which may impinge on the peace of others must be limited to the periods 09h00 to 18h00 on all days other than Sundays, when no such activities will be allowed. Committee will have the right to determine that any noise complained of is excessive and to require that its continuance cease.

5. WASHING LINES

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

6. SELLING & LETTING OF PROPERTY

- 6.1 The onus is on the owner who sells his property to provide the purchaser with a copy of these rules at the time the

sale is concluded. It will be assumed by the Committee that new owners are in possession of these rules and that they are fully conversant therewith.

- 6.2 If an owner wishes to sell his property, the estate agent will only be allowed to place marketing boards in such areas and in such a manner as determined by the Executive Committee.
- 6.3 No property may be occupied by anyone other than the registered owner and his family unless he or she has signed a copy of the Conduct Rules as proof that he or she accepts the fact that he or she will be bound thereto.

7. **PETS**

The owner or resident of each separate title house will be entitled to keep only one dog and/or cat (measuring not more than 40cm from the ground to the top of its back) in the development. Such pet cannot be replaced. Strict behaviour rules will apply to owners of the pets which will be drafted and enforced by the Board of Trustees.

VUE DE LA VILLE | LIFESTYLE ESTATE

CONSTITUTION OF HOME OWNERS ASSOCIATION (ANNEXURE C2)

1. NAME

The name of the Association is the Vue de la Ville Home Owners Association.

2. DEFINITIONS

In this constitution, unless the context indicates the contrary:

- 2.1 "The Association" shall mean the Vue de la Ville Home Owners Association.
- 2.2 "The Township Area" shall mean the subdivided portions of Erf 23683, Parow, Portion 5A to be surveyed and registered, situate in Platteklouf 4, Province Western Cape, inclusive of the private road and private open spaces.
- 2.3 "Person" shall include a company, club, trust, partnership or other association of persons entitled by law to hold title to immovable property.
- 2.4 "Member" shall mean a member as defined in clause 4 hereof.
- 2.5 "Council" shall mean the Town Council of Cape Town.
- 2.6 "Occupant" shall mean the owner of a property or any other legal occupant in charge thereof such as a tenant.
- 2.7 "General Property" means those portions of the Township Area that is not capable of private ownership and includes the private road and road reserves.
- 2.8 "Services servitude" shall mean the conditions imposed by local Authority in terms of all services servitudes and road reserves within the Township Area.
- 2.9 "the Committee" refers to the Executive Committee elected in terms of clauses 6 and 7.
- 2.10 "Republic" refers to the Republic of South Africa as described in the constitution of said Republic.
- 2.11 Other definitions as required by circumstances.

3. OBJECTIVES

The Vue de la Ville Home Owners Association is a Corporate Body. Its objectives are to:

- 3.1 through the elected executive committee set and enforce standards for high density communal life within the Township Area, in such a way that all members may derive the maximum collective benefit therefrom by concentrating on the promotion of a sympathetic and congenial atmosphere within the township.
- 3.2 promote and enforce acceptable aesthetic, environmental and architectural styles and design criteria for the Township Area in order to conserve the harmonious character thereof;
- 3.3 control and maintain the common services and land, and in particular the private open spaces, the private road and its reserve area; and
- 3.4 to control, manage and maintain all improvements upon the Common Area including all boundary walls and fences;
- 3.5 to manage and maintain the common areas with special reference to the sewage system, storm drainage system, streetlights and fire fighting system, to cultivate gardens and to beautify same and to undertake certain garden services on behalf of the members, if authorised thereto by members of the association.

- 3.6 to acquire the necessary finances from members to attain its set objectives by the implementation of monthly levies, and special levies when necessary;
- 3.7 to employ a worker or workers to attend to the removal of refuse and to attend to other tasks as may be identified by the committee in the exercise of its authority;
- 3.8 to ensure that the services that are provided to occupants of the Facility for debilitated persons are reasonably priced and conform to acceptable medical standards. To this end two representatives will hold office in the management committee of the operator of the service centre.
- 3.9 To ensure that the community centre is operated or being operated to the benefit of all members in accordance with the objectives of the Association. The said community centre, which is to be registered under one or more sectional title units, will be transferred to the Association by the Seller.
- 3.10 to take such steps as may be necessary to accomplish these objectives.

4. **MEMBERS**

- 4.1 Membership of the Association shall be evidenced by registered ownership in the Deeds Registry, Cape Town, of one or more Erven in the Township Area including any Sectional Title Unit within the Sectional Title Scheme upon such Erf;
- 4.2 Upon registration of ownership of the Erf or Section 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 or Section in the Township Area;
- 4.4 Membership shall be transferred by the registration of a deed of transfer in the Deeds Registry, Cape Town, passing transfer of one or more Erven in the Township Area or one or more units in the Sectional Title Scheme from the previous owner to the new owner.
- 4.5 Each member shall be entitled to 1 (ONE) vote for each Erf or Sectional Title Unit of which he is the owner in the township area. Ownership of an Erf or Unit in undivided shares will entitle the owners to only one membership, which membership will be represented by one person in terms of the conditions of clause 8.10 hereunder.

5. **CESSATION OF MEMBERSHIP**

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

6. **COMMITTEE**

The powers of the Association, except where they have to be executed by the General Meeting, must be executed by the Executive Committee (Excom).

7. **EXECUTIVE COMMITTEE**

7.1 Composition:

7.1.1 The number of Excom members will be determined from time to time by the General Meeting with the provision that there will at no stage be less than Three (3) or more than Six (6) Excom members.

7.1.2 The address of the Excom will be advised.

7.2 Election by Annual General Meeting:

- 7.2.1 Only members (or their spouses or representatives in accordance with 7.2.2) may be elected as members of Excom. Such members are elected for a period of one year at a time. The elections are held annually at the Annual General Meeting. A retiring member may only be re-elected for one further term of one year. Members will be elected by means of a secret ballot.
- 7.2.2 Only members and their spouses, in the case of natural persons and representatives of members in all other instances (duly authorised by written authority by such members) will be eligible for election as members of the Excom.
- 7.2.3 Nominations of candidates for election on the Excom on any meeting shall be undertaken in writing and be signed by 2 (two) members and shall contain the name of the nominated candidate and lodged at the domicile of the association by not later than before the start of such meeting.
- 7.2.4 The Excom members may fill any vacancy or co-opt members with understanding that the number of Excom members may not be more than 6 (six). Any Excom member that is appointed accordingly shall remain in office only until the next Annual General Meeting when he will be available for re-election. Any Excom member that is co-opted in the place of a member who's service has come to an end before the end of his term, for whatever reason, will coincide with a service term of the member in who's place he has been co-opted.

7.3 Termination of office:

The office of a member of the Excom will be terminated when:

- 7.3.1 he gives written notice as such to the Excom;
- 7.3.2 he has become mentally disturbed;
- 7.3.3 he has surrendered his estate as insolvent or if he has been sequestrated;
- 7.3.4 he has been found guilty of an offence where dishonesty is an element;
- 7.3.5 he has been absent from more than 3 (three) consecutive meetings of the Excom without permission;
- 7.3.6 he has been removed from office by a decision of the General Meeting;
- 7.3.7 he is no longer a member.

7.4 Meetings and procedures:

- 7.4.1 Members of the Excom may give notice of meetings, meet for the conclusion of business, adjourn or arrange their meetings as they may deem fit. It will not be necessary to give notice of a meeting to any member of the Excom if he is not within the Republic.
- 7.4.2 Any member of the Excom may convene a meeting of the Excom by giving at least 5 (five) days notice of the meeting proposed by him to the other members of the Excom of which the reason for the calling of such meeting is set out for the understanding that in urgent matters shorter notice may be given depending upon the circumstances.
- 7.4.3 A quorum of the Excom will be made up by 3 (three) members of the Excom when there are 5 (five) or 6 (six) members. Should there not be a quorum present at any meeting after 30 (thirty) minutes after predetermined time of the meeting such meeting will be adjourned until the next business day at the same time.
- 7.4.4 At the commencement of the 1 (first) meeting of the Excom after each Annual General Meeting, the members of the Excom will elect a chairman from their midst who will bear office until the end of the next Annual General Meeting and such chairman will have a casting vote. When any chairman steps down from office or if his term is terminated by the members at General Meeting, the members of the

Excom will elect another chairman who shall be in office for the remaining period for which his predecessor was elected for and he will have similar voting rights.

7.4.5 All matters on any meeting of the Excom will be determined by a simple majority of the member's present taking part in the vote.

7.4.6 The members of the Excom may from time to time appoint a person as secretary of the association to undertake the normal functions of a secretary and to attend all meetings and to keep minutes thereof.

7.5 Powers of the Excom:

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

7.5.1 To set applicable standards for community life and to manage and maintain the property in the township area.

7.5.2 The exercise of all acts necessary to attain the objectives as set out herein, whether expressly or impliedly.

7.5.3 The investment and reinvestment of funds of the Association that is not immediately required upon such a way as they may determine from time to time;

7.5.4 To operate a banking account with all powers required by such institution;

7.5.5 To draft, enter into and to give effect to agreement or contract to the benefit of the Association;

7.5.6 To employ and remunerate agents, employees and other parties;

7.5.7 To institute legal action in the name of the Association or to defend any action against the Association and to appoint a legal representative for such purposes. In the particular and without limiting the generality of the aforesaid to have a right to issue summons against members for the payment of arrear levies and/or for the execution of their duties in terms of the constitution for the cost of which would be for the account of the particular member.

7.5.8 To from time to time lay down and impose rules and regulations on all members and occupants of the township area to accomplish the objectives of the Association and to amend or replace such rules and regulations where and when necessary.

7.5.9 To approve of any additions or alterations to dwellings within the existing architectural style of the township area and to ensure that similar building materials are used in the construction and in particular to ensure that the exterior design and maintenance of such buildings as well as the materials and colours used thereon are such that it ensures a decent and aesthetically acceptable character of the township area.

7.5.10 The conditions of 7.5.9 will be mutatis mutandis applicable to all other terrain works on township even of members including but not restricted to fences, pergolas, boundary walls and paving.

7.5.11 The authority of the Excom in exercising their duties is limited to amounts and contract-periods as decided by the General Annual Meeting. For any amount and/or contracts and/or lawsuits exceeding the authorised amounts a Special General Meeting must be convened for approval amendment or disapproval of the amount, contract or lawsuit.

7.6 The validity of acts by all members of the Excom:

No act by member of the Excom shall be invalid simply because of a problem with the appointment to or the continuance in office of that member of the Excom and such act shall be valid as if such member of the Excom has been duly

nominated and appointed to such office.

7.7 Remuneration:

Members of the Excom will be entitled to repayment of all reasonable and bona vide expenses incurred by them in connection and coherent with the exercise of their duties as members of the Excom, except for as far as provided no member of the Excom will be entitled to any remuneration, fees or salary for the execution of his duties. No member of the Excom or his family will be entitled to enjoy the benefits of a contractual relationship with the Excom or the Association.

7.8 Indemnity:

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

8. **GENERAL MEETINGS**

8.1 Over and above the special General Meeting referred to in clause 9 hereunder the members of the Association will hold ONE (1) Annual General Meeting each year at such place and time, not further than ONE (1) kilometres from the township area as may be determined by the Excom but in such a manner that no more than FIFTEEN (15) months will pass in between TWO (2) consecutive meetings. The matters to be dealt with at the Annual General Meeting will include the following:

- 8.1.1 A report on the matters of the Association, including an operational budget for the following year;
- 8.1.2 The acceptance of the balance sheet and accounts of the previous financial year;
- 8.1.3 The consideration of any proposal affecting matters of the Association or which due notice was given;
- 8.1.4 The election of members of the Excom;
- 8.1.5 Any matters of which due written notice was given at least TWENTY ONE (21) days prior to the date of such **meeting**.

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

8.3 Special General Meetings:

- 8.3.1 The Excom may call a special General Meeting when it is deemed to be in the interest of the Association.
- 8.3.2 A special meeting will also be called for after receipt of a special written request by no less than TEN (10) members addressed to the Chairman of the Excom.
- 8.3.3 A Special General Meeting will be called with no less than FOURTEEN (14) days written notice to each member. The notice will contain the place, the date and the time of the meeting as well as the general nature of the matters to be discussed, with the clear understanding, that any meeting will be considered to have been called in a due and proper fashion if 25% of members or more of the Association approve thereof despite the fact that shorter notice might have been given.

8.4 Legality of meetings:

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

8.5 Quorum:

No matters will be discussed at any meeting unless a quorum is present. The quorum for all circumstances will be no less than 50% plus 1 (one) of the total number of members.

8.6 Adjournment:

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

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

8.8 Voting:

At all General Meetings any motion that is tabled shall be put to the vote immediately in accordance with the following principals:

8.8.1 Each member present shall have ONE (1) vote for each Erf or Sectional Title Unit registered in his/her name;

8.8.2 Each person present by way of a Power of Attorney shall have one vote for each Erf or Sectional Title Unit registered in the name of the member he is representing;

8.8.3 Each member and each holder of a Power of Attorney on behalf of a member will vocally announce how he has brought out the votes that he is entitled to bring out unless the meeting decides that it shall be held in secret;

8.8.4 All decisions will be taken by an ordinary majority of all members present in person or by proxy and who votes at the meeting;

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

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

8.9 Incapacity:

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

8.10 Co-ownership:

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

8.11 Proxy

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

8.11.2 All proxies should be given in writing and upon the normal manner or in any other format approved of by the Excom and shall be signed by the member, his attorney or agent acting under his/her written

authority or if the member is a company, is under signed by a official duly authorised thereto.

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

8.12 Juristic Persons

Any Company, Close Corporation or Trust that is a member of the Association may authorise by a resolution of its board of directors, members or trustees. any person that it may deem fit to represent it at any meeting of the Association and the person thus authorised shall be entitled to the same powers that the Company, Close Corporation or Trust he/she is representing would have had, had it been a natural person

8.13 Disqualification:

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

9. STATUS OF ASSOCIATION

The Home Owners Association will be a Corporate Body:

- 9.1 with legal capacity that can sue and may be sued in its own name and that may acquire moveable and immovable property;
- 9.2 of which no member in his personal capacity will have any right to the title or interest to or in the property, funds or assets of the Association and which property funds or assets will vest in the Association and will be managed by the Excom in terms hereof;
- 9.3 that will not be an Association for gain but be for the benefit of the owners and occupiers of immovable property situated within the township area.

10. LEVIES

- 10.1 The Association, through the Excom, will have the authority, subject to any conditions or guidelines imposed by the General Meeting:
 - 10.1.1 to administer a levy fund for administrative expenses that will be sufficient in the view of the Excom to cover all costs in attaining the objectives of the Association;
 - 10.1.2 to require from members whenever it may be necessary to pay a reasonable levy to cover any claim against the Association;
 - 10.1.3 to determine from time to time amounts that will be levied for the purposes set out above;
 - 10.1.4 withhold the right to give transfer of a unit by a member unless all levies or other money due to the Excom relating to such unit has been paid or adequate provision has been made for the payment thereof to the Excom.
- 10.2 Any levy levied in terms of this constitution will become due and be payable upon demand from the time that the decision was made by the Excom and it can be recovered by the Excom in any way of any action in any court including the Magistrate's Court with adequate jurisdiction from persons who were members at the time when the said decision was made. Interest will be levied on all amounts outstanding for longer than SEVEN (7) days at the prime rate of interest as charged by ABSA Bank until the date of payment thereof.

- 10.3 The Excom may in determining the levy not distinguish between natural and legal persons. Levies will in the case of conventional erven be calculated in accordance with the approved building plan and in accordance with the size of each unit on the sectional plan in the case of sectional title units.
- 10.4 In the determination of levies the Excom must draw a clear distinction between members who are owners of conventional erven and those who are owners of Sectional Title Units to the extent that the latter group will only have to pay 50% (Fifty Percent) of the normal contributions to the upkeep and maintenance of gardens, roads and security within the Scheme as they will each have to contribute towards the upkeep and maintenance of the gardens, roads and security relating to the property upon which the Sectional Title Scheme has been developed.
- 10.5 The Excom of the Association will not be entitled to amend the 3 year budget that was compiled by the Developer and which formed part of the Sale Agreement between the Developer and the Purchasers unless the written approval of the Developer was obtained;

11. ACCOUNTING RECORD

- 11.1 The Excom will ensure that proper accounting records of all administration and finances of the Association are held at the domicilium citandi et executandi of the Association or such other place/s as may be required and it will produce annually an audited balance sheet and income statement.
- 11.2 The Excom will be obliged to table an audited balance sheet and income statement for approval to the Association at a General Meeting.
- 11.3 The Association's financial year will be from the 1st March until the last day of February of the following year.
- 11.4 The appointment of the auditor will only take place at the Annual General Meeting.

12. PROHIBITION ON OCCUPATION WITHOUT SERVICE CONTRACT

- 12.1 No member will be allowed to physically occupy his/her property unless such member has proven to the Executive Committee that a valid service agreement has been signed between the person/persons who will be occupying the premises and the Operator (properly appointed by the Developer or the Association). The word Operator means that person or instance who will be contractually bound to the trustees for the management and administration of the facilities in the development for use by the residents and members of the public, as presented by the Developer. The executive committee will be entitled to take steps, rightfully at its disposal, to enforce this prohibition, where necessary, and to recover costs thereof from the owner of the property on an attorney to client basis, should the owner allow occupation contrary to this directive.
- 12.2 The Executive Committee will in elaboration with the Operator be allowed to expand on the rules or replace the terms of the basic occupation agreement between the resident and the Operator to the benefit of all owners and occupiers.

13. DOMICILLIUM

- 13.1 For the purposes of this agreement, including all notices to be given and the serving of all legal process, the Association chooses as it's domicilium citandi et executandi the following:
- 13.1.1 The office of the Association;
- 13.1.2 Each member – at the Erf or Sectional Title Unit registered in his name with the understanding that the Association or any member may at any time change his/her domicilium citandi et executandi to another address by written notice upon the express condition that should the owner be living outside the country's borders that the address of a local agent will be given. Such new address may not be a postal box or poste restante and such notice will only take effect FOURTEEN (14) days after receipt of such notice.
- 13.2 Any written notice that is given in terms this constitution may be given by delivery by hand or by the posting of

such notice by prepaid registered mail in which case it will be deemed that such notice was duly received TEN (10) days after it has been posted at any post office within the Republic of South Africa. The production of proof of the posting of registered fees will be full and ample proof of the date of the date of posting of such notice.

14. **VOLUNTARY LIQUIDATION**

14.1 The Association can be liquidated by way of the decision of the General Meeting on condition:

14.1.1 Twenty Five Percent (25%) of the members present in person or represented by proxy at the duly constitution of the Association voted in favour thereof; and

14.1.2 the Town Council of Jeffrey's Bay or its assigns have approved thereof.

14.2 In the case of such a liquidation it will be the duty of the Excom or their duly authorised agent to liquidate the assets of the Association and to settle all obligations of the Association where after remainder must be divided amongst all members in accordance with the number of Erven registered in the name of each such member. If the Excom or its authorised agent is not capable of finding any member within a period of twelve months of such liquidation, the portion allocated to such member will be paid into the guardian's fund with the Master of the High Court.

15. **AMENDMENT OF THE CONSTITUTION**

15.1 This constitution may be amended at a special General Meeting or an Annual General Meeting of the Association. Any such amendment must be approved by Fifty percent (50%) plus one (1) of the members of the total number of members whether present in person or by proxy.

15.2 Any amendment of the constitution must be lodged with the local authority.

16. **INTERPRETATION/DISPUTES**

16.1 Any dispute of whatever nature between members including a dispute regarding the interpretation of this constitution that may rise shall be subject to the terms of clause 15.4, be referred for judgement to a practising senior advocate of the Cape bar of at least FIVE (5) years standing as such. In the case of a dispute concerning of clauses 7.5.9 and 7.5.10 it will be referred to an architect with at least FIVE (5) years practical experience as agreed between the parties to the dispute. Such advocate or architect will act as an expert and not as an arbitrator and will settle the matter. His judgement will be final and binding on all parties and will be capable of being enforced by a court of law.

16.2 If the parties cannot come to an agreement as to which senior advocates must be appointed to settle the dispute he shall be nominated by the President Cape Bar Council.

16.3 If the parties cannot come to an agreement as to the architect that must be appointed to settle the dispute he shall be nominated by the President of the Cape Provincial Institute of Architects.

16.4 Despite any conditions to the contrary contain herein the Excom will be entitled in its exclusive discretion to institute any action in a competent court of law or any legal aid whereto it may be entitled in terms of the conditions of this constitution including to recover arrears in levies.

17. **LODGEMENT OF PLANS**

All members will be obliged to lodge any building plan with the Excom for inspection and approval before such plan maybe lodged with a local authority for inspection or approval irrespective whether such plan is for a new construction or amendments to the existing buildings or additions thereto. The immediate neighbours should be consulted in the process.

The Developer will exclusively undertake this function until such time as the Excom has been appointed.

18. **GENERAL**

18.1 The registered owner shall not make any changes additions to or demolish any part of the exterior of the property including boundary walls, fences or decorative improvements etc. and will not be allowed to paint the

outside of any wall or structure or to change the colour thereof without the written approval of the Excom.

- 18.2 A prospective buyer must sign the Constitution and the House Rules before the signing of the purchase-deed as recognition of the authority of these two documents.

Nb: in the event of any dispute pertaining to the exact interpretation of the wording in any clause of either the Afrikaans or english versions of this constitution the Afrikaans version will take precedence and be regarded as the authentic document.

VUE DE LA VILLE | LIFESTYLE ESTATE

RESIDENTS BASIC SERVICE AGREEMENT (ANNEXURE C3)

Memorandum of Agreement entered into by and between

BON HEALTHCARE (PTY) LTD (hereinafter referred to as “the Operator”)

and

The Owner / Resident / Occupier

1. PREAMBLE

Whereas the above mentioned resident wishes to occupy the said property from date of occupation (the Effective date);

and whereas occupation of a dwelling can only, in accordance with the Constitution of the Vue de la Ville Home Owners Association, take place after the occupier and the Operator, appointed by the HOA, have signed a service agreement to safeguard and harmonise the rights of the residents. Now therefore the parties agree as follows:

2. RIGHT OF OCCUPATION

The resident/s is/are hereby afforded the right to occupy the unit from the aforementioned effective date until he/she or their survivor passes away or until he/she/they give notice of their intention to voluntarily vacate the premises or the right to occupy has been suspended by virtue of an agreement to such effect. Specifically this right hereby granted is subject to the resident's satisfying the following requirements:

- 2.1 The resident/s obtain a legal right of occupation, either as owner, tenant or as spouse of the registered owner in accordance with a written appointment.
- 2.2 Occupation will be subject to the stipulations and conditions of this agreement and the rules of the Home Owners Association. This includes the House Rules which will be formulated by the Home Owners Association to incorporate the conduct norms of resident/s and/or their spouses. House Rules can be adapted from time to time.

3. SERVICES OFFERED

Subject to the conditions of the Agreement and the payment of a service fee as described in clause 4 hereafter, the resident/s will be entitled to the following basic services:

3.1 MEALS

Meals are supplied by an authorised catering contractor, appointed by the Operator.

The service fee included in the Home Owners Association's levy provides for 12 compulsory lunches per resident. The meal tickets are issued to the resident/s and are not transferable and cannot be exchanged for cash by the Operator. The meals will be served in the Estate's main restaurant or as from time to time arranged by the Operator.

3.2 EMERGENCY SERVICE AND COMMUNICATION SYSTEM

In the event of an emergency or sickness the personnel of the Frail Care Unit in the Medical Wing can be contacted per telephone (telephone refers to an internal communication network which forms part of the infrastructure).

The Frail Care Unit will provide for additional services as defined in a specific service contract which will be available at the Manager's office and/or Developer.

3.3 SERVICE IN ASSISTED LIVING UNITS

In addition to services in this Service Agreement, full support services will be available as and when necessary. The establishment of these support services will be negotiated between the Manager of the Frail Care Unit and the resident/spouse and shall form part of a financial agreement in which the costs of such services will be detailed. These services include the following:

- 3.3.1 Daily cleaning the washbasin, toilet and/or commode, sink and refuse bin;

- 3.3.2 Daily make up of bed;
- 3.3.3. Collect laundry, ironing thereof and return of all laundry on a weekly basis or more often where necessary;
- 3.3.4 Assistance in dressing of clothes, socks and shoes;
- 3.3.5 Assistance with bathing or showering in own unit by trained workers of the Frail Care on a specific time table basis;
- 3.3.6 Assistance with bathing or showering in one of the communal facilities of the Frail Care where the resident's facilities cannot be practically or safely utilised. Here again a specific time table will apply;
- 3.3.7 Delivery of meals where necessary;
- 3.3.8 Delivery of tea/coffee to own unit where necessary in accordance with a schedule applicable to the Frail Care Unit;
- 3.3.9 Where the resident makes use of a wheel chair, arrangements can be made for transport to and from the restaurant or lounge;
- 3.3.10 Medication will be administered on request (inclusive of the purchase and handling of stock);
- 3.3.11 Residents of assisted living units will be visited at least 1 time per day by a trained person or someone assigned by the resident;
- 3.3.12 Assistance with minor maintenance tasks such as replacing globes or moving a piece of furniture will be offered.

3.4 ADMINISTRATIVE SERVICES

To add to the peace of mind of the independent residents of the dwellings, the following supporting services will be rendered, the cost of which is included in the Home Owners Association levy:

- 3.4.1 24 hours security at entrances/exist;
- 3.4.2 executive committee via the manager and household personnel;
- 3.4.3 maintenance of the main building and equipment as provided for in the sales agreement, will be funded and administered by the Body Corporate of the Sectional Title Complex in collaboration with the Operator.

4. COST OF SERVICES AND SERVICE FEES

- 4.1 The resident agrees and undertakes to pay the Operator a monthly service fee for services which the Operator is obliged to render to the resident, his or her spouse or next of kin, in terms of this agreement. The payment of the service fee must be made monthly in advance from the effective date but not later than the 7th (seventh) day after the day the payment was due.
- 4.2 The amount of the service fee will, within the discretion of the Operator after deliberation with the Trustees, be increased to keep track with real costs to render such services in terms of the agreement and to afford the Operator a reasonable profit to compensate it for its investment and risk.

The initial calculation and determination of the service fee shall be that as annexed to the sales agreement of the unit.
- 4.3 The Operator shall fix the service fee from a budget on an annual cycle and residents will be given at least 30 days notice of its intention to increase the fees.
- 4.4 Should any service fee not be paid before or on the payment date, the unpaid portion thereof will draw interest at a cost of 2 (two) percent above the prime interest rate per annum from the expiry date to the date of payment. The Operator will be entitled to cease the delivery of any further services whilst monies are owing.
- 4.5 The monthly service fees paid by a resident will not include the cost of other meals more than the 12 compulsory midday meals which forms part of the standard Home Owners Association levies. Meals in the main restaurant must be pre-booked on a daily or monthly basis. The cost of additional booked meals will be payable in advance.
- 4.6 Residents who are admitted to the Frail Care Unit will automatically receive three meals per day or as prescribed by their physician on condition that such resident and his guarantors will be responsible for the cost of the additional service fees which will be in total equal to the fees paid by the patients of the Frail Care Unit.

5. HEALTH CARE

- 5.1 It is hereby recorded that no intensive care facilities are available within the Vue de la Ville Estate but that the Frail Care Unit will comply with the necessary requirements of the Health Authorities and that the unit will be registered at the concerned authorities.
- 5.2 Frail care services will only be provided to residents who require such services according to medical directives and where the resident and his/her guarantors have signed the specific service agreement in respect of such additional services.

- 5.3 Should a resident be placed in the Frail Care Unit he/she will be compelled to continue paying the service fee (and sectional title service fee if an owner) whilst residing in the Frail Care and will be responsible for the costs of all additional meals (i.e. 3 meals per day in addition to the 12 compulsory meals which is included in the levies) as well as care services and material consumed. Should the resident not be placed in the Frail Care Unit but still be temporary cared for in his/her unit, which care cannot be guaranteed, the care will be provided on condition that the resident will be liable for the cost of all extra meals, care services and materials supplied at the daily rate being charged to daily residents of the Frail Care Unit.
- 5.4 Temporary care implies no longer than 3 consecutive days. After 3 days the Manager of the Frail Care Unit in collaboration with a medical practitioner and/or next of kin, where applicable, will decide whether the resident is to be placed in the Frail Care Unit or any other suitable institution i.e. hospital in which instance the resident will be liable for the cost of such hospitalisation or placement.
- 5.5 Should the resident's health deteriorate to such an extent that he/she cannot function independently and therefore cannot stay in his/her dwelling the Manger of the HOA will collaborate with the owner/resident to either let the dwelling for the benefit of the owner/resident at such conditions as the Manger of the HOA may determine or to suggest the property be sold.
- 5.6 The decision to permanently move a resident to the Frail Care Unit or other appropriate institution due to his/her state of health will be taken under the following circumstances:
- 5.6.1 In the event of the resident not being able to function independently and that full time care is evident;
- 5.6.2 In the event that the resident has no control over vital functions which could be offensive;
- 5.6.3 In the event that it is evident that the mental state of the resident has deteriorated to such an extent that he/she cannot function independently.
- 5.7 Only when sufficient medical proof of incapability is evident the resident may be moved. Should the medical report, at the cost of the resident, not be satisfactory to the management of the Home Owners Association, a second opinion will be sought by such management at their cost.
- 5.8 Should a dispute be declared, the matter will be referred to arbitration (ombudsman) who will act in the interest of both parties.

6. INDEPENDANCY (PRESUMED HEALTH)

As the dwellings within the development are planned for independent residents of all ages it is the operator's prerogative to call for a medical report of each resident before occupation, should there be doubt of the resident's independency.

7. POWERS AND DUTIES OF THE MANAGEMENT

- 7.1 The Management of the Home Owners Association and Body Corporate shall be empowered:
- 7.1.1 To draft house rules and revise them as provided for in clause 8 hereinafter;
- 7.1.2 To determine, in collaboration with the Operator, the service fees for payment by the residents to the Operator as provided for in clause 4 as may be necessary from time to time to enable the Operator to supply the services effectively and profitably.
- 7.2 All financial transactions of the Operator shall be reflected in the books of the company and be subject to an annual audit in terms of the Company Act.

8. HOUSE RULES

In addition to the Management and Conduct Rules imposed by the Sectional Titles Act which will be applicable to the owner and residents respectively, the house rules which will be reviewed by the management from time to time, will be implemented on an ongoing basis. Each resident will be obliged to comply with the house rules and will have to sign a copy thereof in acceptance of his/her obligation and to abide by them.

9. FUNCTIONING OF THE MANAGEMENT

- 9.1 The Management, as the body responsible for the functioning of the facility for the frail, will exist as a voluntary association of:
- 9.1.1 The Directors of the Operator;

- 9.1.2 The Manager of the Home Owners Association;
 - 9.1.3 One resident, designated by the Trustees of the Body Corporate of the Sectional Title Complex for a period of 1 (one) year and;
 - 9.1.4 One resident who is not an owner, selected by the resident's meeting for a period of 1 (one) year;
 - 9.1.5 A quorum for any meeting of Management will be fifty (50) percent of members plus one, on condition that at least one of the directors and Manager of the Frail Care Unit be present.
- 9.2 All allowed residents are *ex officio* members of the Residents Association who will convene at least once per quarter to discuss issues of general interest. This Association must be distinguished from the Body Corporate of the Sectional Title units and the Management of the Home Owners Association. Members will have the opportunity to make proposals but the Association will not be able to make any binding decisions except to appoint one resident to the Management referred to above, whose appointment will be ratified by the majority of votes of those present at a meeting. Nominations for the management position must be submitted to the Manager of the Operator at least 48 hours before the meeting of the Association. Such nomination must be signed by the nominator, by two seconds as well as the nominated resident. The purpose of the Association is to further community co-existence and to arrange functions and excursions and to collect funds for that purpose.
- 9.3 All residents will on behalf of their type of residence (houses and apartments) or as the Management of the Residents Association may determine, elect a representative who will serve as a public relations officer between the management and the residents. These representatives will forward all proposals and complaints to management.
- 9.4 Any vacancy of the Management will be filled by co-opting a resident for the balance of the term.