

# LA PASTORALE

HOMEOWNERS ASSOCIATION

## CONSTITUTION

As accepted at the Annual General Meeting held on 27-05-2026

Municipal Reference – Erf 12913

## **TABLE OF CONTENTS**

|                                             |           |
|---------------------------------------------|-----------|
| <b>1. PRELIMINARY .....</b>                 | <b>5</b>  |
| <b>2. DEFINITIONS .....</b>                 | <b>5</b>  |
| 2.1 Association .....                       | 5         |
| 2.2 EXCOM .....                             | 5         |
| 2.3 Member.....                             | 5         |
| 2.4 Person .....                            | 5         |
| 2.5 Property .....                          | 5         |
| 2.6 Resident Member .....                   | 5         |
| 2.7 Singular / Plural and Gender.....       | 5         |
| 2.8 Spouse.....                             | 5         |
| <b>3. HEADNOTES .....</b>                   | <b>5</b>  |
| <b>4. THE ASSOCIATION .....</b>             | <b>5</b>  |
| 4.1 Name.....                               | 5         |
| 4.2 Objectives.....                         | 5         |
| 4.3 The status of the association .....     | 6         |
| 4.4 Members .....                           | 6         |
| 4.5 Committee.....                          | 7         |
| 4.6 Winding Up.....                         | 7         |
| <b>5. EXECUTIVE COMMITTEE.....</b>          | <b>7</b>  |
| 5.1 Composition .....                       | 7         |
| 5.2 Members Eligible for EXCOM.....         | 7         |
| 5.3 Election at Annual General Meeting..... | 7         |
| 5.4 Meetings and Procedures thereat.....    | 7         |
| 5.5 Powers of EXCOM .....                   | 8         |
| 5.6 Validity of Acts of EXCOM Members ..... | 9         |
| 5.7 Remuneration.....                       | 9         |
| 5.8 Indemnity .....                         | 9         |
| 5.9 Code of conduct of EXCOM.....           | 9         |
| 5.10 Ratification .....                     | 10        |
| 5.11 Vacation of Office .....               | 10        |
| <b>6. MEETINGS.....</b>                     | <b>11</b> |
| 6.1 Annual General Meetings .....           | 11        |
| 6.2 Ordinary General Meetings .....         | 11        |
| 6.3 Notice re Meetings.....                 | 11        |

|            |                                                                                    |           |
|------------|------------------------------------------------------------------------------------|-----------|
| 6.4        | Validity of Meetings .....                                                         | 11        |
| 6.5        | Quorum .....                                                                       | 11        |
| 6.6        | Adjournment .....                                                                  | 11        |
| 6.7        | Chairperson .....                                                                  | 12        |
| 6.8        | Votes .....                                                                        | 12        |
| 6.9        | Incapacity .....                                                                   | 12        |
| 6.10       | Co-ownership.....                                                                  | 12        |
| 6.11       | Companies/Trusts .....                                                             | 13        |
| 6.12       | Proxy .....                                                                        | 13        |
| <b>7.</b>  | <b>FINANCES.....</b>                                                               | <b>13</b> |
| 7.1        | Dates .....                                                                        | 13        |
| 7.2        | Annual Levies.....                                                                 | 13        |
| 7.3        | Domicilium .....                                                                   | 14        |
| 7.4        | Accounts.....                                                                      | 14        |
| <b>8.</b>  | <b>RULES AND REGULATIONS .....</b>                                                 | <b>14</b> |
| 8.1        | Use of the Property .....                                                          | 14        |
| 8.2        | Occupation Requirements .....                                                      | 14        |
| 8.3        | Letting .....                                                                      | 15        |
| 8.4        | Tenants.....                                                                       | 15        |
| 8.5        | Rules of Conduct .....                                                             | 15        |
| 8.6        | Architectural Guidelines .....                                                     | 15        |
| 8.7        | Painting Guidelines .....                                                          | 16        |
| <b>9.</b>  | <b>FINES .....</b>                                                                 | <b>16</b> |
| 9.1        | Types of Fines .....                                                               | 16        |
| 9.2        | Applicability.....                                                                 | 16        |
| 9.3        | The process for levying a one-time fine or recurring fine for the first time ..... | 16        |
| 9.4        | Accounting.....                                                                    | 17        |
| <b>10.</b> | <b>DISPUTES .....</b>                                                              | <b>17</b> |
| 10.1       | Jurisdiction .....                                                                 | 17        |
| 10.2       | Notification.....                                                                  | 17        |
| <b>11.</b> | <b>SALE OF A PROPERTY .....</b>                                                    | <b>17</b> |
| 11.1       | Transfer of Membership.....                                                        | 17        |
| 11.2       | Withholding Consent.....                                                           | 17        |
| <b>12.</b> | <b>AMENDMENTS TO THE CONSTITUTION .....</b>                                        | <b>18</b> |
| <b>13.</b> | <b>ANNEXURE A – TENANT INFORMATION AND AGREEMENT DOCUMENT .....</b>                | <b>19</b> |

|      |                                                                         |           |
|------|-------------------------------------------------------------------------|-----------|
| 13.1 | Information For The La Pastorale Homeowners Association's Records ..... | 19        |
| 13.2 | Acknowledgement regarding Restrictions .....                            | 19        |
| 13.3 | Acknowledgement regarding Governing Documents .....                     | 19        |
| 14.  | <b>ANNEXURE B – TRANSFER OF PROPERTY PRE-REQUISITE DOCUMENT .....</b>   | <b>20</b> |
| 14.1 | Information For The La Pastorale Homeowners Association's Records ..... | 20        |
| 14.2 | Proof That All Monies Owing Had Been Paid .....                         | 20        |
| 14.3 | Acknowledgement By The Buyer .....                                      | 21        |

**1. PRELIMINARY**

The provisions hereof shall not be added to, deleted, amended or substituted, except in terms of clause 12.1 hereof, and with the written consent of the local Department of Planning and Building Development Management / Local Authority.

**2. DEFINITIONS**

In this Constitution, unless the context indicates the contrary, the following words have the meaning assigned to them below:

**2.1 Association**

"The association" shall mean the La Pastorale homeowners association;

**2.2 EXCOM**

"EXCOM" shall mean the executive committee of the trustees of the association;

**2.3 Member**

"Member" shall mean a member as defined in clause 4.4 hereof;

**2.4 Person**

"Person" shall include a company, close corporation, club, partnership, trustees of a trust or other association of persons entitled in law to hold title to immovable property;

**2.5 Property**

"Property" shall mean portions of portions 8 & 9 of the farm Paradyskloof number 373, also referred to as the "La Pastorale" development;

**2.6 Resident Member**

"Resident member" shall mean a resident member as defined in clause 4.4.6 hereof;

**2.7 Singular / Plural and Gender**

Words importing the singular shall include the plural and the converse shall also apply; the masculine gender shall include feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.

**2.8 Spouse**

"Spouse" shall mean a person who is married to a member in accordance to South African law;

**3. HEADNOTES**

The headnotes to the Clauses in this Constitution are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

**4. THE ASSOCIATION****4.1 Name**

The name of the Association is: THE LA PASTORALE HOMEOWNERS ASSOCIATION

**4.2 Objectives**

The objectives of the Association, through its Executive Committee (EXCOM) are:

- 4.2.1 To promote and enforce standards for high density community-living in the Association in such a way that members may derive the maximum collective benefit therefrom;

- 4.2.2 To control, develop and maintain the Association for the mutual benefit of members;
- 4.2.3 To do such acts as are necessary and reasonably required to give effect to the provisions of the Constitution and Rules;
- 4.2.4 To decide on future actions of mutual benefit such as security, maintenance etcetera

#### **4.3 The status of the association**

The Association shall be an Association:

- 4.3.1 With legal personality, capable of suing and being sued in its own name;
- 4.3.2 none of whose members in their personal capacities shall have any right, title or interest to or in the property, funds or assets of the Association, which shall vest in and be controlled by EXCOM in terms hereof;
- 4.3.3 Not for profit, but for the benefit of the owners and occupants of immovable property situated in the Association;
- 4.3.4 If an agreement is reached between the Association and Municipality in this regard in future; to be able to obtain registration in its' name of the public road reserve, currently serving the Association internally,

#### **4.4 Members**

- 4.4.1 The association shall consist of all registered owners, as members thereof.
- 4.4.2 Upon registration of ownership of an Erf in the name of a purchaser, membership of the Association by such purchaser shall be automatic and obligatory and Members shall be obliged to comply with the provisions of this Constitution and Rules.
- 4.4.3 No person shall be entitled to cease to be a member of the Association while remaining the registered owner of an erf in the Association;
- 4.4.4 A resident member shall be a member who resides permanently in the Association, provided that any member who resides for not less than EIGHT (8) months in any calendar year in the Association shall be deemed to be a resident member;
- 4.4.5 Each member shall be entitled to ONE (1) vote for each erf owned in the Association. Ownership of an erf in undivided shares shall constitute only one membership, which membership shall be represented by one individual in terms of the provisions of Clause 6.10 hereof;
- 4.4.6 Every member shall pay an annual levy to the Association, the amount of which shall be determined by EXCOM in terms of Clause 7.1 hereof.
- 4.4.7 The levy so determined shall apply equally to all erven and shall be payable in respect of each erf owned by a member.
- 4.4.8 Every Member shall be responsible for the payment of such levies, which shall commence on the date of registration of transfer of the erf.
- 4.4.9 A Member shall not be entitled to any of the privileges of membership if any contribution, or any other amount duly raised on their levy account is payable by the Member to the Estate, remains outstanding for more than sixty (60) days or longer, irrespective of notification in this regard.
- 4.4.10 A member whose levy together with any interest and costs is unpaid shall not be entitled to

vote at any General Meeting;

#### **4.5 Committee**

The powers of the Association, other than those to be exercised by the members in a General Meeting, shall be exercised by the Executive Committee (EXCOM).

#### **4.6 Winding Up**

4.6.1 The Association may be wound up by a Resolution of the members in General Meeting provided that:

- a) At least NINETY PER CENT (90%) of members present or represented at the meeting, duly convened, vote in favour thereof; and
- b) The Local Authority consent thereto;

4.6.2 In the event of such winding up, it shall be the duty of EXCOM, or a Receiver to be appointed by it, to convert the Association's assets into cash, pay all the liabilities of the Association and thereafter distribute the rest to all the members in accordance with the number of shares registered in the name of each member. If, within a period of TWELVE (12) months from such distribution, EXCOM or the Receiver is unable to find, locate or trace any member, such member's share shall then be paid to the Guardians' Fund.

### **5. EXECUTIVE COMMITTEE**

#### **5.1 Composition**

5.1.1 The number of EXCOM members shall be determined from time to time by the members of the Association in General Meeting, provided that there shall not be less than FOUR (4) nor more than EIGHT (8) EXCOM members;

#### **5.2 Members Eligible for EXCOM**

5.2.1 One resident member per household

5.2.2 The spouses of resident members

5.2.3 Non-resident members that are able to attend all trustee meetings unless excused on reasonable grounds

#### **5.3 Election at Annual General Meeting**

5.3.1 EXCOM members shall be elected annually at the Annual General Meeting and shall, subject to the provisions contained, remain in office until the following Annual General Meeting;

5.3.2 Nominations of candidates for election to EXCOM at any meeting shall be in writing, signed by TWO (2) members and accompanied by the written consent of the candidate nominated, so as to be received at the Domicilium of the Association not later than FORTY EIGHT (48) hours before the meeting;

5.3.3 EXCOM members may fill any vacancy in their number or co-opt any additional member, provided that the number of EXCOM members shall not exceed EIGHT (8). Any EXCOM member so appointed or co-opted shall hold office until the next Annual General Meeting when he/she shall retire and be eligible for re-election as though he/she had been elected at the previous Annual General Meeting;

#### **5.4 Meetings and Procedures thereat**

5.4.1 EXCOM members may give notice convening meetings, meet together for the dispatch of business, adjourn or otherwise regulate their meetings as they think fit. It shall not be

necessary to give notice of a meeting to any EXCOM member currently absent from the Republic;

- 5.4.2 an EXCOM member may at any time convene a meeting of EXCOM by giving to the other EXCOM members no less than TEN (10) days written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting, provided that in case of urgency shorter notice may be given within reason and according to circumstances;
- 5.4.3 THREE (3) EXCOM members shall form a quorum where EXCOM consists of) FOUR (4) or up to EIGHT (8) members. If at any meeting a quorum is not present within THIRTY (30) minutes of the appointed time of the meeting, the members present shall form the quorum for the purposes of taking interim resolutions, to be agreed to, in writing, by all the members of EXCOM following the meeting.
- 5.4.4 If the number of EXCOM members falls below the number necessary to form a quorum, the remaining members may constitute a quorum, but only for the purpose of convening a General Meeting of members;
- 5.4.5 At the commencement of the first meeting of EXCOM members after each Annual General Meeting, EXCOM members shall elect a Chairperson from their number who shall hold office as such until the end of the next ensuing Annual General Meeting and such Chairperson shall have a casting as well as a deliberative vote.
- 5.4.6 If any Chairperson vacates his/her office or is removed therefrom by the members at a General Meeting, EXCOM members shall elect another Chairperson who shall hold office for the remaining period in respect of which the first mentioned Chairperson was elected and he/she shall have the same rights of voting;
- 5.4.7 All matters at any meeting of EXCOM shall be determined by a majority of those present and voting;
- 5.4.8 EXCOM members may from time to time appoint a person to be Secretary of the Association, to fulfil the normal functions of a Secretary and, inter alia, to attend all meetings and keep Minutes thereof.

## **5.5 Powers of EXCOM**

The Management and administration of the Association shall vest in EXCOM which may exercise all such powers of the Association and also, on behalf of the Association, all such acts as may be exercised by the Association itself and which are not, by its' Constitution, required to be exercised or executed by the Association in a General Meeting. Without in any way limiting the generality of the foregoing, such powers shall include but not be limited to the following:

- 5.5.1 The determination of what constitutes an appropriate standard for community living and the maintenance of properties in the Association and assuring house rules if need be;
- 5.5.2 The performance of such acts as are necessary to accomplish the objectives expressed or implied herein;
- 5.5.3 The investment and re-investment of monies of the Association which are not immediately required, in such a manner as may be determined from time to time
- 5.5.4 The operation of a banking account with all relevant powers;
- 5.5.5 The making of, entering into and carrying out of contracts of agreement for any of the purposes of the Association;

- 5.5.6 The employment and payment of agents, servants and any other parties;
- 5.5.7 The amount of the annual levy shall be determined by EXCOM in terms of clauses 4.4.8 and 7.2.
- 5.5.8 EXCOM shall be entitled to determine a one-off capital or special levy for capital expenses not covered by the annual levy subject to clause 7.2.2.
- 5.5.9 Following the financial year end of the Association, and prior to the approval of the budget at the following annual general meeting, the Committee shall be entitled to determine an interim levy increase, payable by the Members, until the budget and any levy increase has been approved.
- 5.5.10 The levying of a fine if a member contravenes any of the rules contained in the constitution, the rules of conduct, the architectural guidelines or the painting guidelines.

## **5.6 Validity of Acts of EXCOM Members**

Any act performed by EXCOM members shall, notwithstanding that it is after the performance of the act discovered that there was some defect in the appointment or continuance in office of any EXCOM member, be as valid as if such EXCOM member has been duly appointed in office.

## **5.7 Remuneration**

EXCOM members shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in connection with and incidental to the performance of their duties as EXCOM members but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.

## **5.8 Indemnity**

No EXCOM member shall be liable to the Association or any member thereof or to any other person whomsoever for any act or omission by himself, by the Association or by its servants or agents. An EXCOM member shall be indemnified by the Association against any loss or damage suffered by him in consequence of any purported liability, provided that such member has, upon the basis of information known to him, or which should reasonably have been known to him, acted in good faith and without gross negligence.

## **5.9 Code of conduct of EXCOM**

5.9.1 Each EXCOM Member must stand in a fiduciary relationship to the Association. Without derogating from the generality of the expression “fiduciary relationship” it means that every EXCOM member:

- (a) must in relation to the Association act honestly and in good faith, and in particular—
  - (i) exercise his or her powers in terms of this Constitution and the Rules of the Association in the interest and for the benefit of the Association
  - (ii) not act without or exceed those powers; and
- (b) must avoid any material conflict between his or her own interests and those of the Association, and in particular—
  - (i) not receive any personal economic benefit, direct or indirect, from the Association or from any other person; and

- (ii) notify every other EXCOM member of the nature and extent of any direct or indirect material interest which he/she may have in any contract of the Association, as soon as such EXCOM member becomes aware of such interest.
- 5.9.2 An EXCOM member of the Association who acts in breach of his or her fiduciary relationship, is liable to the Association for—
  - (a) any loss suffered as a result thereof by the Association; or
  - (b) any economic benefit received by the EXCOM member by reason thereof.
- 5.9.3 Except as regards the duty referred to above, any particular conduct of a EXCOM member does not constitute a breach of a duty arising from his or her fiduciary relationship to the Association if such conduct was preceded or followed by the written approval of all the members of the Association where such members were or are cognisant of all the material facts.
- 5.9.4 An EXCOM member who has any direct or indirect personal interest in any matter to be considered by the EXCOM members must not be present at or play any part in the consideration or decision of the matter concerned.
- 5.9.5 Each EXCOM member must:
  - (a) take reasonable steps to inform and educate himself or herself about the Association, its affairs and activities and the legislation and governance documentation in terms of which the Association operates;
  - (b) take reasonable steps to obtain sufficient information and advice about all matters to be decided by the EXCOM members to enable him or her to make conscientious and informed decisions;
  - (c) unless excused by the chairperson of the Association on reasonable grounds —
    - (i) attend all meetings of the scheme executives; and
    - (ii) attend the Association annual general meeting, if it holds such a meeting;
  - (d) exercise an active and independent opinion with respect to all matters to be decided by the EXCOM members; and
  - (e) exercise due diligence in relation to any business of, and necessary preparation for and attendance at meetings of, the EXCOM members

## **5.10 Ratification**

- 5.10.1 The members, by ordinary resolution, taken at a duly convened and quorate general meeting, may ratify any decision taken by EXCOM, and any conduct of and / or omissions on the part of EXCOM.

## **5.11 Vacation of Office**

An EXCOM member shall cease to hold office as such if:

- 5.11.1 By notice in writing to EXCOM, he/she resigns his office;
- 5.11.2 He/she is or becomes of unsound mind;
- 5.11.3 He/she surrenders his estate as insolvent or his estate is sequestrated;
- 5.11.4 He/she is convicted of an offence which involves dishonesty;
- 5.11.5 He/she absents himself from THREE (3) consecutive meetings of EXCOM without special

leave of absence from EXCOM;

5.11.6 By resolution of a General Meeting of the Association, he/she is removed from his office;

5.11.7 He is a non-resident member and cannot attend all trustee meetings although he/she may be excused from some meetings on reasonable grounds.

## **6. MEETINGS**

### **6.1 Annual General Meetings**

Annual general meetings shall be held once every year at such time and place as may be determined by EXCOM, but so that no more than FIFTEEN (15) months shall be allowed to elapse between any TWO (2) such successive meetings. The business to be done at the Annual General Meeting shall include:

6.1.1 The receipt of a report on the affairs of the Association;

6.1.2 The election of members to EXCOM;

6.1.3 The adoption of the Balance Sheet and accounts;

6.1.4 The adoption of the Estimate of Income and Expenditure;

6.1.5 The consideration of any Resolutions concerning the affairs of the Association of which due notice has been given;

6.1.6 Any other business

### **6.2 Ordinary General Meetings**

EXCOM may call an Ordinary General Meeting whenever it thinks fit. Ordinary General Meetings shall also be called upon the written request of not less than FIVE (5) members, directed to the Chairperson of EXCOM.

### **6.3 Notice re Meetings**

An Annual General Meeting shall be convened by a minimum of TWENTY ONE (21) days' notice in writing and the Minutes of the previous Annual General Meeting shall be sent to members together with the notice convening the meeting. An Ordinary General Meeting shall be called by a minimum of FOURTEEN (14) days' notice in writing. The notice shall specify the place, the day and the hour of the meeting and the general nature of the matter to be discussed, provided that any meeting shall, notwithstanding that it is called by shorter notice than that specified, be deemed to have been correctly called if it is agreed by NINETY PER CENT (90%) of the members present.

### **6.4 Validity of Meetings**

The accidental omission of giving notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings of that meeting. The provisions of this Clause shall not apply to EXCOM meetings.

### **6.5 Quorum**

No matters shall be discussed at any meeting unless a quorum is present when the meeting commences. For all purposes, the quorum shall be not less than TWENTY (20) or a third of the total number of members, whichever shall be the lesser, and consisting of members present in person, online or represented by proxy.

### **6.6 Adjournment**

If within half an hour from the time appointed for the holding of the meeting, a quorum is

not present, the meeting shall be dissolved. It shall stand adjourned to the same day in the next week at the same time and place.

If a quorum is not present at the adjourned meeting within half an hour from the time appointed for holding the meeting, the members present shall constitute a quorum.

All members of the Association shall be given notice of such an adjourned meeting.

#### **6.7 Chairperson**

The Chairperson of EXCOM shall preside at every General Meeting, but if there be no such Chairperson, the members present shall choose a Chairperson from the members of EXCOM, or if no such EXCOM members are present, they shall choose some other member present to be Chairperson of the meeting.

#### **6.8 Votes**

At all General Meetings a Resolution put to the vote of the meeting shall be decided on a poll made available online for a week after the physical meeting in accordance with the following provisions:

Each member shall have ONE (1) vote for every unit registered in his name;

Each person as proxy for a member shall have ONE (1) vote for every unit registered in the name of the member for whom he/she is proxy;

All Resolutions shall be by simple majority of those members voting;

The HOA Chairperson shall count the votes cast for and against the Resolution and shall declare it carried or lost as the case may be;

A declaration by the Chairperson of the result of the poll and entry thereof in the Minutes of the AGM shall be conclusive evidence of that fact.

If a Member disputes the accuracy of any vote count, the objection must be lodged with EXCOM in writing within 48 hours of the announcement of the vote. On receipt of an objection, EXCOM shall allow the objecting member reasonable access to the online voting results. If the objecting member continues to dispute the accuracy of the voting results, the objection shall be referred to an independent auditor. The auditor's determination shall be final and binding. If the parties fail to agree on an auditor, the then prevailing governing body of the audit profession shall appoint the auditor. If the result of a vote (adoption or rejection of a resolution) is not reversed after the auditor's determination, the cost of the audit will be for the account of the objecting member(s).

#### **6.9 Incapacity**

Should any member be declared incapable of managing his own affairs, or a prodigal or insolvent, or in the case of a Company, placed under Judicial Management, or into liquidation, such member shall be represented by his Curator Bonis, Trustee, Judicial Manager or Liquidator as the case may be, who shall be entitled to vote on his behalf, either personally or by proxy.

#### **6.10 Co-ownership**

Where an Erf is owned by more than one owner in undivided shares and such owners are not represented by a proxy, any joint owner may represent them but no more than one owner may represent such joint owners. The representative owner is required to provide proof that he/she has been appointed as the representative (not proxy holder) of the other co-owner/s.

In the event of a unit being jointly owned by a natural person and a Company, then in such event the natural person shall cast a vote on behalf of such membership.

#### **6.11 Companies/Trusts**

Any Company which is a member of the Association may, through Resolutions of its' Directors or other governing body, authorises such person as it thinks fit to act as its' representative at any meeting of the Association and the person so authorised shall be entitled to exercise the same power on behalf of the Company which such person, as a representative of that Company, could exercise as if it were an individual member of the Association. The foregoing provisions shall apply mutatis mutandis in the case of a Trust.

#### **6.12 Proxy**

Votes may be given either personally or by proxy;

6.12.1 the instrument appointing a proxy shall be in writing in the common form, or any form approved by EXCOM under the hand of the appointed, or his Attorney or agent, duly authorised in writing, or if such appointee is a Company, under the hand of an Officer duly authorised in that behalf;

6.12.2 the instrument of appointing a proxy, together with the Power of Attorney (if any) under which it is signed or a notarial certified copy thereof shall be handed in to the chairperson of any general meeting prior to the commencement of the meeting.

6.12.3 Late deposits, as well as uncertified copies, may be condoned by majority vote of the meeting.

### **7. FINANCES**

#### **7.1 Dates**

7.1.1 The financial year starts on the first day of March and ends on the last day of February each year.

7.1.2 The annual general meeting will be held in May subject to clause 6.1.

7.1.3 The annual levy for the financial year is determined at the AGM.

7.1.4 The entire annual levy becomes due and payable on the last day of the third month after the AGM.

#### **7.2 Annual Levies**

7.2.1 The Association, through EXCOM, shall be entitled to levy an annual levy to defray the costs of managing and administering the Association. Such levies may be fixed and collected annually in advance;

7.2.2 The amount of the annual levy and one-off levy shall be determined by EXCOM and may be increased or decreased by vote of the members of the Association in General Meeting. Approval of such increases or decreases in the amount of the annual levy shall be given by a simple majority (FIFTY ONE PER CENT (51%)) of the members of the Association present in General Meeting. The one-off levy may not be a greater amount than twice the annual levy.

7.2.3 if the annual levy is not paid within TEN (10) days of due date, same shall bear interest as determined by EXCOM from the date of delinquency at a rate per annum equivalent to the prime overdraft rate charged from time to time by the Association's Bankers plus ONE PER CENT (1%) and the ASSOCIATION may institute legal proceedings against the member for the recovery thereof and the costs of such proceedings shall be added to the levy and interest.

7.2.3.1. A member shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, interest at the prevailing moratorial rate, expenses and charges incurred by the Association in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such Member, or in enforcing compliance with this Constitution and the Rules.

7.2.4 A member can approach the EXCOM for a payment plan allowing him/her to pay the annual levy in two tranches – with the first due on 30 June and the second due on 31 December.

### **7.3 Domicilium**

7.3.1 The Domicilium address of the Association shall be determined by the majority of members at the Annual General Meeting.

7.3.2 Members respectively choose as their domicilium citandi at executandi the physical addresses in La Pastorale and/or, (including where such erf is vacant), at the most recent physical or postal address and/or e-mail address advised in writing to EXCOM where all notifications and processes at law may be delivered or served.

7.3.3 A party may from time to time change its address/es to any other address/es within the Republic of South Africa upon the expiry of one calendar month written notice provided that, for service of formal legal process, such address is a physical address, but otherwise shall include an e-mail address, at which all notices and processes may be sent to or served.

7.3.4 Should any notice be given, it shall be deemed to have been received by the recipient (i) where delivered by hand, on the date of delivery on the date of transmission provided the sender has a proof in writing of sending (ii) by registered mail, on the fourth day after the date of posting (to an address in South Africa) or on the seventh day after the date of posting (to an address outside South Africa), or (iii) by e-mail, in the manner provided for in the Electronic Communications and Transactions Act, 2002.

### **7.4 Accounts**

7.4.1 EXCOM shall cause proper books of account of administration and finance of the Association to be kept at the Domicilium of the Association, or such other place or places as it may think fit, and shall produce an annual audited Balance Sheet;

7.4.2 EXCOM shall cause to be laid before the Association in Annual General Meeting, the annual audited Balance Sheet.

## **8. RULES AND REGULATIONS**

### **8.1 Use of the Property**

8.1.1 ONE (1) unit as indicated, with detached or semi-detached garage (single or double) as indicated on the applicable Terrain Plan dated 30/08/1994), may be erected per erf;

8.1.2 The premises shall be used by the members for residential purposes according to the Stellenbosch residential zoning scheme regulations only and for no other purposes whatsoever.

8.1.3 The operation of a bed and breakfast or guest house for the letting of single rooms in a house is not permitted.

8.1.4 Any operation where the owner lets the entire house in its normal furnished state for a period when he/she is not resident such as a holiday period is permitted.

### **8.2 Occupation Requirements**

8.2.1 Occupation of erven will be limited as per the relevant and applicable municipal regulations.

In this regard, occupation of a dwelling house occupied by a family will be restricted to no more than four (4) additional persons who are not members of such family. Occupation of a dwelling house occupied by a single person, will be restricted to not more than four (4) additional persons who are not related to such single person, provided that such single person shall be the registered owner, or a direct blood relation of the registered owner, of the dwelling concerned.

### **8.3 Letting**

- 8.3.1 No short-term letting, for periods of less than one (1) year, is allowed unless as specified in clause 8.1.5.
- 8.3.2 No subletting is allowed.

### **8.4 Tenants**

- 8.4.1 Members shall ensure that their tenants are provided with a copy of the Constitution and the Rules of the Association, and agrees, in writing, to be bound by the provisions thereof.
- 8.4.2 The association shall be furnished with a signed copy of Annexure A – Tenant Information and Agreement prior or on the day that the tenants take occupation.

### **8.5 Rules of Conduct**

- 8.5.1 The La Pastorale Rules of Conduct, contained in a separate document, annexed to this constitution are binding as though contained in this constitution.

### **8.6 Architectural Guidelines**

- 8.6.1 EXCOM may, from time to time, specify and recommend aesthetic, architectural and environmental changes in respect of the Association and of individual erven. This will be subject to clause 4 of the La Pastorale Architectural Guidelines.
- 8.6.2 EXCOM must prescribe and enforce the architectural style and the material to be used in respect of any buildings to be erected or in respect of any alterations or additions to be carried out to existing buildings and in particular to control the exterior design of such buildings and the materials and colours used so as to ensure an attractive, aesthetic and pleasing character to the building in the Association according to the Architectural Guidelines and the Painting Guidelines documents.
- 8.6.3 Members shall be obliged to submit all building and sewage plans for new construction, renovations, alterations or additions to EXCOM (who is bound by the applicable building guidelines for examination and approval prior to the submission of such plan to the Local Authority for approval and the committee. shall make known its decision to the applicant within TWO (2) weeks of the plan being submitted to it;
- 8.6.4 The provisions of clause 8.4.2 shall apply mutatis mutandis to other site works on a member's property, including but not limited to, fences, pergolas, boundary walls and paving;
- 8.6.5 do such acts as are necessary to accomplish the purposes expressed or implied herein, which acts shall include inter alia, the examination and approval or refusal of building and sewage plans, whether such be for new constructions, renovations, alterations or additions.
- 8.6.6 compel members to comply with its' requirements, and failing compliance therewith, to take steps to remedy such non-compliance at the cost of the member; and without in any way limiting the generality of the foregoing, to call upon a member in writing to remove or alter within a specified period, anything erected contrary to the requirements laid down pursuant

thereto and failing which, to apply to Court for an appropriate order;

- 8.6.7 If any one member is dissatisfied with the decision of the committee, he/she shall have the right to call for a meeting of all members and put his case to the vote. In this instance each member shall have a number of votes equal to the number of erven registered in his name.

## **8.7 Painting Guidelines**

- 8.7.1 The La Pastorale Painting Guidelines, contained in a separate document, annexed to this constitution are binding as though contained in this constitution.

## **9. FINES**

EXCOM may levy a fine if a member is in breach of any of the rules contained in the constitution, rules of conduct, architectural guidelines or painting guidelines.

### **9.1 Types of Fines**

Three types of fines may be levied:

- 9.1.1 A fine that is levied once when a rule is broken e.g. painting of a house without colour scheme agreement from EXCOM.
- 9.1.2 A fine that is levied every time a rule is broken e.g. excessive noise after a written request and a written warning had been issued. For subsequent transgressions no written request or written warnings will be issued – a fine will simply be levied.
- 9.1.3 Recurring monthly fines until the problem is resolved e.g. leaving a garage door unpainted after a written request and a written warning had been issued.

### **9.2 Applicability**

- 9.2.1 It shall be the duty and responsibility of an owner to ensure compliance with these rules of conduct by the lessee or occupier of his / her property, including the employees, guests and any family members of the owner or the lessee or occupier.
- 9.2.2 Should any or damages be caused by or fines be imposed on any of the persons referred to above, the owner shall be strictly liable to pay for the damages or to pay the fines imposed.

### **9.3 The process for levying a one-time fine or recurring fine for the first time**

If the conduct of an owner or an occupier of an erf or his or her visitors in the opinion of EXCOM constitutes a nuisance or are in breach of any of the rules or the provisions of the Constitution of the Association, the Rules of Conduct, the Architectural Guidelines or the Painting guidelines:

- 9.3.1 EXCOM may furnish the owner with a written notice which may at the discretion of EXCOM be delivered by email, by hand or by registered post. In the notice the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if he/she persists in such conduct or contravention, a fine will be imposed on the owner of the section.
- 9.3.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular rule, EXCOM may convene a meeting of trustees to discuss the matter.
- 9.3.3 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner at least 7 days before the meeting is held. At the meeting the owner must be given the opportunity to present his or her case, but except in so far as he/she or she is permitted by the chairperson,

he/she may not participate in the conduct of the meeting.

- 9.3.4 After the owner has been given the opportunity to present his or her case, and if 75% (seventy five percent) of the EXCOM members present at the meeting agree that a provision these Rules or the provisions of the Constitution has been breached, EXCOM may by majority decision impose on the offender a fine as specified in the Rules of Conduct.
- 9.3.5 An EXCOM member shall not be entitled to participate at the meeting referred to in sub-rule 9.3.4 in that capacity if he/she or any person who occupies the erf which he/she owns or represents is the alleged offender or the person making the complaint.

#### **9.4 Accounting**

- 9.4.1 Damages, fines, all costs, expenses and charges incurred by the Homeowners Association in enforcing compliance with the rules of conduct shall be deemed a levy and may be added to the owner's levy statement and shall bear interest as a levy debt and shall be recovered as a levy.

### **10.DISPUTES**

#### **10.1 Jurisdiction**

- 10.1.1 By virtue of their ownership of an erf in the Association, all members are deemed to have consented to the jurisdiction of the Magistrate's court in the event of any dispute or matter arising out of or relating to any aspect of the members' ownership of or any tenant's occupation of the erf, including but not limited to the Constitution and Rules or any related matter, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of such Court.
- 10.1.2 Such consent shall not derogate from the right of any person to approach the appropriate Division of the High Court of South Africa, for the necessary relief.
- 10.1.3 Such consent shall further not derogate from the right of any person to approach the Community Schemes Ombud Service for dispute resolution in terms of the Community Schemes Ombud Service Act 9 of 2011 and the Regulations thereto.

#### **10.2 Notification**

- 10.2.1 In the event of any such dispute, any of the parties to the dispute must ensure they notify the other party/ies to the dispute of the existence of such dispute, and that all reasonable attempts are made to resolve the dispute internally, before approaching the forums set out above.

### **11.SALE OF A PROPERTY**

#### **11.1 Transfer of Membership**

- 11.1.1 When a member sells his/her property the following (or similar wording) must be inserted in the Title Deed of the property namely: "the property hereby transferred may not be sold or transferred without the prior written consent of the La Pastorale Homeowners Association, of which the herein mentioned transferee shall become a member, which consent shall not be unreasonably withheld";
- 11.1.2 The registration of transfer of the erf into the name of that purchaser shall ipso facto constitute the transferee as a member;
- 11.1.3 The purchaser, by his signature on the Deed of Sale undertakes to abide by this Constitution and the Rules.

#### **11.2 Withholding Consent**

- 11.2.1 Should any levies, special levies, interest, fines, legal fees or other amounts be outstanding by any member at the time of transfer of the erf, EXCOM may refuse to issue the consent to transfer until such time as the aforementioned amounts have been paid or an arrangement, to the satisfaction of EXCOM, has been made.
- 11.2.2 The aforementioned consent may further be withheld by EXCOM until such time as any breach of the Constitution and Rules, as identified by EXCOM, have been remedied, all administrative fees have been paid, the purchaser's contact details have been supplied to EXCOM, and the purchaser has, in writing, agreed to be bound by the provisions of the Constitution and Rules. Refer to Annexure B – Transfer of Property Document.

## **12. AMENDMENTS TO THE CONSTITUTION**

Any amendment or addition to the Constitution, may be effected by a Resolution passed by at least a TWO-THIRD (2/3) majority, of the attendees and proxies, at a General Meeting, provided that a quorum is present, after written notice thereof setting out such amendment or addition in full, has been given in the notice calling the meeting. The amended constitution will be applicable to all members of the association from the day the resolution is passed.

**13. ANNEXURE A – TENANT INFORMATION AND AGREEMENT DOCUMENT**

It is the responsibility of the owner of a property to submit a Tenant Information and Agreement document to the association before the tenant takes occupation of the property.

**13.1 Information For The La Pastorale Homeowners Association's Records**

13.1.1 The contact details of the estate agent if an agent is used:

- Name
- Email address
- Cell phone number
- Work number
- Postal address

13.1.2 The contact details of the tenant:

- Name
- Email address
- Cell phone number
- Work number

**13.2 Acknowledgement regarding Restrictions**

Written acknowledgement by the tenant that the following restrictions are understood and will be adhered to:

- The occupants of a rented house may not have more vehicles in permanent use in La Pastorale than there are garages and parking spaces in the driveway of the property.

**13.3 Acknowledgement regarding Governing Documents**

Written acknowledgement by the tenant that the following La Pastorale governing documents were received, understood and will be adhered to:

- Constitution
- Rules of Conduct
- Painting Guidelines

## **14. ANNEXURE B – TRANSFER OF PROPERTY PRE-REQUISITE DOCUMENT**

Before a 'Consent to Transfer' certificate will be issued by the La Pastorale Homeowners Association, the following is required:

### **14.1 Information For The La Pastorale Homeowners Association's Records**

#### **14.1.1 The name of the seller:.**

- If it is a natural person, the full name and identification number of the person
- If it is a company or a trust, the registered name and registration number of the company or trust.

#### **14.1.2 The name of the buyer:**

- If it is a natural person, the full name and identification number of the person
- If it is a company or a trust, the registered name and registration number of the company or trust as well as the name of the trustee whose details are furnished below.

#### **14.1.3 The contact details of the buyer:**

- Email address
- Cell phone number
- Work number
- Postal address

#### **14.1.4 The contact details of the agent if the property will be rented out:**

- Name
- Email address
- Cell phone number
- Work number
- Postal address

#### **14.1.5 The contact details of the tenant if the property will be rented out and if already available:**

- Name
- Email address
- Cell phone number
- Work number

#### **14.1.6 The anticipated date of transfer**

### **14.2 Proof That All Monies Owing Had Been Paid**

#### **14.2.1 Annual levy**

The La Pastorale financial year is from the first day of March to the last day in February. The entire annual levy becomes due and payable on the last day of the third month after the AGM. It is increased annually by a percentage agreed at the La Pastorale AGM in May.

#### **14.2.2 Fines Incurred for Non-Compliance with the La Pastorale Constitution and Rules**

Any outstanding financial penalties that were incurred for non-compliance with the La Pastorale Constitution and Rules will be included in the annual levy.

#### 14.2.3 Administration Fee

There is an administration fee for the issuing of the Consent to Transfer certificate.

#### 14.2.4 Bank Details

Bank : Absa Bank Stellenbosch

Branch number : 632005

Account type : Cheque

Account holder : La Pastorale

Account number : 4050 4749 32

### **14.3 Acknowledgement By The Buyer**

Written acknowledgement by the buyer that the following Pastorale governing documents were received, understood and will be adhered to:

- Constitution
- Rules of Conduct
- Architectural Guidelines
- Painting Guidelines