
**GLEN VILLAGE COUNTRY ESTATE
OWNERS' ASSOCIATION
CONSTITUTION**

1. DEFINITIONS

1.1 In this Constitution and unless the context indicates otherwise:

1.2 the following words and expressions shall have the following meanings:

- 1.2.1 **"Approvals"** means the statutory Approvals and conditions thereof granted or imposed by any competent authority with jurisdiction at the approval of the Development (Glen Village Country Estate) in terms of the applicable legislation, including the environmental authorisation in terms of the National Environmental Management Act 107 of 1998 and the planning approvals granted by the Municipality in terms of the Land Use Planning Ordinance 15 of 1985 or in terms of the By-Law;
- 1.2.2 **"Architectural Guidelines, Approval Procedures and Contractors' Code of Conduct"** means the Architectural Guidelines, Approval Procedures and Contractors' Code of Conduct embodied in **Annexure "A"** hereto and which will herein be referred to as the **AAC**, as it may be amended from time to time by the Association;
- 1.2.3 **"Association"** means the Glen Village Country Estate Owners' Association established in terms of Section 29 of the By-law;
- 1.2.4 **"Authorised Representative"** means a person authorised to act as the representative of any natural person, Body Corporate, company, close corporation, trust or an association of persons as the case may be;
- 1.2.5 **"By-Law"** means the George Municipality: Land Use Planning By-Law as published in Western Cape Provincial Gazette No. 7427 of 15 July 2015 (as amended);
- 1.2.6 **"Chairman"** means the chairman for the time being of the board of Trustees appointed in terms of **Clause 12** below;
- 1.2.7 **"Common Property"** means the Development Property and all improvements thereon, including all internal roads and municipal services to the extent that the Municipality will not assume or take over official responsibility for the maintenance and upkeep thereof of such municipal services, but excluding residential erven and units and other erven that are not to be owned by or transferred to the Association;
- 1.2.8 **"Companies Act"** means the Companies Act, 71 of 2008 and any amendment or modification thereof or substitution therefore from time to time;
- 1.2.9 **"Constitution"** means this Constitution of the Association (with all annexures hereto or documents incorporated into this Constitution by reference thereto) approved by the Municipality in terms of Section 29 of the By-Law (being an Owners' Association) and any amendments thereto effected in terms of this Constitution;
- 1.2.10 **"CSOS Act"** means the Community Schemes Ombud Service Act 9 of 2011.
- 1.2.11 **"Developer"** means Bluerain Property Group (Pty) Ltd, Registration Number 2017/314038/07 and includes its successor in title or assigns;

- 1.2.12 **“Development Property”** means Erf 26759, George indicated on **Annexure C** hereto;
- 1.2.13 **“Development Period”** means the period of 10 years calculated from the date of establishment of the Association;
- 1.2.14 **“Developer Trustee”** means a trustee appointed by the Developer;
- 1.2.15 **“Dispute Resolution Mechanism”** means the Dispute Resolution Mechanism as envisaged in terms of **Clause 27**.
- 1.2.16 **“Erf”** means any Erf, portion or subdivision of the Development Property and includes all improvements thereon;
- 1.2.17 **“Estate Manager”** means the Estate Manager appointed by the Developer or Trustees from time to time in terms of **Clause 28** below;
- 1.2.18 **“Estate Rules”** means the Management and Conduct Rules of the Association and in force at the establishment of the Association, attached hereto as **Annexure B**;
- 1.2.19 **“Financial year”** means the Financial Year of the Association which shall run from the first day of March in each year until the last day of February in the subsequent year;
- 1.2.20 **“Glenhaven Country Estate”** means the whole development to be undertaken on the remaining extent of Portion 52 of the Farm Kraaibosch No. 195 as approved by the competent authorities with jurisdiction of which Glen Village Country Estate forms Phase 1 of;
- 1.2.21 **“Glenhaven Country Estate Master Home Owners’ Association”** means the Glenhaven Country Estate Master Owners’ Association to be established in terms of Section 29 of the By-law;
- 1.2.22 **“Glen Village Country Estate”** means Phase 1 of Glenhaven Country Estate to be developed on the Development Property, as indicated on **Annexure C** hereto;
- 1.2.23 **“Glen Village Aesthetics Committee”** means the Glen Village Aesthetics Committee (herein referred to as GAC) appointed in terms of Association which will be, until the Development Period has lapsed and in the entire discretion of the Developer, the Developer acting alone, and after such period a committee of at least three, but not more than five persons appointed by the Trustees of the Association;
- 1.2.24 **“Infrastructure Services”** means the services as envisaged in terms of **Clause 2.1.20** of the Municipal Services Agreement and for which the Association may be or may become liable for the maintenance, control and management of;
- 1.2.25 **“Levy”** means the Levy or levies referred to in **Clause 7** below;
- 1.2.26 **“Managing Agent”** means a person or persons appointed by the Trustees to fulfil any function of the Trustees on their behalf;
- 1.2.27 **“Mediator”** means the Mediator(s) as envisaged in **Clauses 27.5 to 27.8**;

- 1.2.28 **“Member”** means a Member of the Association;
- 1.2.29 **“Member Trustee”** means a trustee appointed by the Members;
- 1.2.30 **“Minutes”** means the minutes of a general meeting or a Trustees’ meeting, as the case may be;
- 1.2.31 **“Municipality”** means the George Municipality or its successor in title within whose boundaries and jurisdiction the Development Property is situated; “Council” shall bear a similar meaning;
- 1.2.32 **“Municipal Services Agreement”** means the Services Agreement entered into between the Municipality, Glenhaven Country Estate (Pty) Ltd and Quickstep 442 (Pty) Ltd on 4 April 2016 or as may be amended;
- 1.2.33 **“Ordinance”** means the now repealed Western Cape Land Use Planning Ordinance 15 of 1985 (as amended);
- 1.2.34 **“Person”** means a natural person, juristic person and includes a close corporation, company, trust or an association of persons, as the case may be;
- 1.2.35 **“Registered Owner”** means a Registered Owner of an Erf or Unit as registered in the relevant Deeds Office;
- 1.2.36 **“Sectional Titles Act”** means the Sectional Titles Act 95 of 1986 and the Regulations promulgated in terms thereof (as amended) and any word or term defined therein shall have a corresponding meaning in this Constitution;
- 1.2.37 **“Sectional Titles Management Act”** means the Sectional Titles Schemes Management Act 8 of 2011 (as amended) and any word or term defined therein shall have a corresponding meaning in this Constitution;
- 1.2.38 **“Services”** means the utilities and amenities as may be provided by or on behalf of the Association for the registered owners and residents within the Development Property;
- 1.2.39 **“Site Development Plan”** means the Site Development Plan No. 253-SD01 attached hereto as **Annexure ‘C’**.
- 1.2.40 **“Trustees”** means the Trustees of the Association consisting of the Developer Trustee/s and Member trustee/s;
- 1.2.41 **“Unit”** means a dwelling Unit to be erected on any Erf or Sectional Title Unit in a Sectional Title Scheme (as the context may determine).

LIST OF ANNEXURES

Annexure A - Architectural Guidelines, Approval Procedures & Contractors’ Code of Conduct (“AAC”)

Annexure B - Estate Rules

Annexure C – Site Development Plan

2. INTERPRETATION

In this Constitution:

- 2.1 The clause headings are for convenience and shall be disregarded in construing this Constitution.
- 2.2 unless the context clearly indicates a contrary intention
 - 2.2.1 the singular shall include the plural and vice versa;
 - 2.2.2 a reference to any one gender shall include the other genders; and
 - 2.2.3 a reference to natural persons includes legal persons and vice versa.
- 2.3 Words and expressions defined in any clause herein shall, for the purpose of that clause and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the clause in question.
- 2.4 When any number of days is prescribed in this Constitution, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 2.6 If any provision of this Constitution is in conflict or inconsistent with any law of the Republic of South Africa, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Constitution.
- 2.7 If any provision in a definition in this Constitution is a substantive provision conferring rights or imposing obligations on any of the Members then, notwithstanding that it is only in the Definition Clause of this Constitution, effect shall be given to it as if it were a substantive provision in the body of this Constitution.
- 2.8 The AAC and the Estate Rules of the Association as they exist on establishment of the Association are incorporated as an integral part to this Constitution by reference thereto.
- 2.9 All references to the provisions of the Companies Act are in respect of procedural and accounting matters of the Association only and should be read with any changes required by the context.
- 2.10 The duties, powers and functions of the Association shall be as set out in this Constitution.

3. COMMENCEMENT DATE AND STATUS

- 3.1 The Association has been established as a legal persona as envisaged in terms of Section 29 of the By-Law with effect from the date on which the Developer transferred the first Erf or Unit to a Purchaser.
- 3.2 The Association shall be responsible for the enforcement of the terms and conditions of this Constitution, the control, administration, management, maintenance and upkeep of the Estate,

including the Common Property for the benefit of all Members, to the extent that these matters are not the responsibility of the Municipality.

3.3 Pursuant to its Constitution, the Association shall have perpetual succession and shall be capable of suing and being sued in its corporate name in respect of:

3.3.1 any contract made by it;

3.3.2 any damage done to the Common Property;

3.3.3 any matter in connection with the Glen Village Country Estate and Common Property for which the Association is responsible, and any matter arising out of the exercise of its powers or the performance or non-performance of its functions under this Constitution;

3.3.4 no Member in his personal capacity shall have any right, title or interest to or in the funds or assets of the Association which shall vest in and be controlled by the Trustees.

4. OBJECTS AND RESPONSIBILITIES OF THE ASSOCIATION

4.1 It is recorded that the Glen Village Country Estate is of a homogenous nature and that notwithstanding the fact that Members may hold title to their Erven or Units individually, the Association, through its Trustees, shall have all the powers that are necessary to accomplish the fulfilment of all objectives of the Association, including, but not limited to the powers specifically contained in this Constitution.

4.2 The Association shall have the following objectives, duties, powers and functions:

4.2.1 to act as an Home Owners Association established in terms of Section 29 of the By-Law for the proposed development to be developed on the Development Property and in particular to ensure that the matters referred to in Sections 29(2)(b) and (c) of the Ordinance and in Section 29 of the By-Law are adhered to

4.2.2 to enter into agreements of servitude for the benefit of its Members or any adjacent property development;

4.2.3 to manage, oversee and control all security aspects of the Glen Village Country Estate;

4.2.4 to enter into agreements for the provision of any services with any competent authority or any other third party, *inter alia* including the provision of access to the Glen Village Country Estate, optic fibre, water, electricity and sewerage services to the Association and where required to supply such services to the various Members of Association;

4.2.5 to administer and enforce the AAC and the Estate Rules in the Glen Village Country Estate;

4.2.6 to control the registration of transfer of Erven in the Glen Village Country Estate and ensure compliance within the Glen Village Country Estate with all conditions imposed by any competent authority when approving the rezoning and/or subdivision of the property/ies comprising the Development Property;

- 4.2.7 to control and manage the Development Property in accordance with the Approvals as well as any environmental management plan/s approved by the competent environmental authority.
- 4.3 As far as the Approvals or any conditions thereof are to be complied with during the operational phase of the Glen Village Country Estate or is in terms of the Approvals envisaged to be the responsibility of the Association, they shall be obliged to comply with the Approvals and enforce compliance therewith by its Members.
- 4.4 The Association shall comply with the terms and conditions of the Municipal Services Agreement to the extent that such agreement envisages compliance by the Association in respect of any operational aspect of the Glen Village Country Estate. To the extent that the Municipality will not take over the responsibility in respect any infrastructure services in respect of the Glen Village Country Estate, including the maintenance and upkeep thereof, the Developer shall be entitled to transfer such responsibility and/or the ownership of such services to the Association by means of the registration of transfer of the relevant land portion to the Association in the Deeds Registry or in any other manner and the Association shall be obliged to receive such transfer when tendered to it by the Developer. The Developer shall assume the responsibility for the installation of all internal services and as far as the construction phase thereof is concerned;
- 4.5 Without limiting the generality of **Clauses 4.2.1 to 4.2.7**, the Association shall have the following responsibilities, obligations, powers and functions:-
- 4.5.1 The responsibility to maintain, repair, improve and keep in good order and condition the Common Property which includes private open space, roads and associated storm water drainage and the responsibility for the payment of all rates and taxes, all service charges and other taxes and/or levies charged and payable to the Council or any authority in respect of the Common Property and/or for payment of the salaries and/or wages of the employees of the Association and generally for the payment of all expenses necessarily or reasonably incurred in connection with the management of the Association, and the Association's affairs, including all and any expenses reasonably or necessarily incurred in the attainment of the objects of the Association or the pursuit of its business.
- 4.5.2 The right to impose levies upon the Members of the Association for the purpose of meeting all the expenses that the Association has incurred or to which the Trustees reasonably anticipate the Association will incur in the attainment of the objectives of Association or the pursuit of its business.
- 4.5.3 To ensure that all provisions of this Constitution are complied with by all Members/parties bound thereby.
- 4.5.4 To promote, advance and protect the Glen Village Country Estate and the interests of the Association and all Members.
- 4.5.5 The responsibility for the management, control and ownership of the Common Property shall be transferred from the Developer to the Association upon completion of the infrastructure services to the satisfaction of the Council and when transfer of such responsibility is tendered to the Association by the Developer. The Developer will however remain obliged and responsible to complete the development programme in accordance with the conditions of approval imposed by the relevant authorities.

5. CONTROL OF THE ASSOCIATION BY DEVELOPER

- 5.1 The responsibility for the management and control of the Common Property shall be transferred from the Developer to the Association upon transfer of the first erf and/or unit in the Glen Village Country Estate. The Developer will however remain obliged and responsible to complete the Glen Village Country Estate programme in accordance with the conditions of approval imposed by the relevant authorities.
- 5.2 It is recorded that, with regard to the objectives, purpose and aim of the Association set out in this Constitution, it is considered imperative for the successful execution and implementation of the Glen Village Country Estate that the Developer should retain effective control of the Association during the Development Period.

6. MEMBERSHIP OF THE GLEN VILLAGE COUNTRY ESTATE OWNERS' ASSOCIATION

- 6.1 Membership of Association shall be compulsory for every Registered Owner of an Erf or a Unit in the Glen Village Country Estate.
- 6.2 Membership shall commence simultaneously with registration of transfer of an Erf or Unit into the name of a member
- 6.3 Membership of the Association shall be limited to the Registered Owners of Erven or Units in the Glen Village Country Estate provided that:
- 6.3.1 the Developer shall be deemed to be a Member of the Glen Village Owners' Association during the Development Period;
- 6.3.2 where any such Registered Owner is more than one person, all owners shall be deemed jointly and severally to be one Member of the Association and shall nominate one of them to represent them and to vote at meetings of the Association;
- 6.4 When a Member ceases to be the Registered Owner of an Erf or an Unit, he shall *ipso facto* cease to be a Member of the Association, save for the Developer who shall remain a Member of the Association during the Development Period.
- 6.5 The rights and obligations of the Members shall rank in accordance with the provisions of this Constitution.
- 6.6 Notwithstanding anything to the contrary hereinbefore contained or implied, the cessation of a Member's membership shall in no way release a Member from any obligation undertaken by such Member prior to the cessation of his / her / its membership pursuant to:
- 6.6.1 any provision of the Constitution of the Association; or
- 6.6.2 any further or ancillary guarantee, commitment or obligation which such Member may have undertaken.
- 6.7 Membership shall be personal to the natural persons or entities in question and may not be assigned or transferred by them to any other natural person or entity.
- 6.8 The Association shall maintain at their office a register of Members, which shall be open to inspection by Members.

- 6.9 The Trustees may by regulation provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the Trustees;
- 6.10 The Trustees may by regulation further prescribe appropriate application documentation including inter alia the following:
- 6.10.1 an application to register as a Member of the Association;
 - 6.10.2 an undertaking by a proposed Member to comply with all the obligations imposed on Members in terms of the Constitution, which undertaking must be signed by the proposed Member and deposited with the Association prior to the Association issuing a clearance certificate or consent to transfer a Unit or Erf in favour of such a proposed Member from any existing Member, provided always that this paragraph will not apply in respect of the transfer or alienation by the Developer of an Erf or Unit in favour of a proposed Member.
- 6.11 A Member shall not be entitled to resign as a Member of the Association.
- 6.12 Every Member is obliged to comply with:
- 6.12.1 the provisions of this Constitution and any rules or regulations passed by the Association in terms hereof;
 - 6.12.2 the provisions of the AAC and the Estate Rules;
 - 6.12.3 any agreement concluded by the Association insofar as such agreement may directly or indirectly impose obligations on a Member in its capacity as a Member;
 - 6.12.4 any directive given by the Trustees in enforcing the provisions of this Constitution.
 - 6.12.5 The rights and obligations of a Member are not transferable and every Member shall to the best of his ability further the objects and interests of the Association.
 - 6.12.6 The Members shall be jointly liable for expenditure incurred in connection with the Association. If a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations of a Member in terms of this Constitution.
 - 6.12.7 An ordinary Member shall not sell, alienate or give transfer of an Erf or Unit unless:
 - 6.12.7.1 the proposed transferee has irrevocably bound himself to become a Member of the Association and to observe the provisions of the Constitution for the duration of his ownership of the Erf and/or Unit;
 - 6.12.7.2 the Association acting through the Trustees has issued a prior written clearance that all outstanding levies and all amounts of whatever nature owing to the Association and the Glenhaven Country Estate Master Owners' Association by such Member have been paid and that the Member is not in breach of any of the provisions of this Constitution; and
 - 6.12.7.3 the proposed transferee acknowledges that upon the registration of transfer of the Erf and/or Unit into his name, he shall ipso facto

- become a Member of the Association as well as the Glenhaven Country Estate Masters Owners' Association;
- 6.12.7.4 The Association acting through the Trustees has granted written consent for the transfer of any Unit provided that such consent shall only be granted if the transferee of such Unit has agreed in writing to be bound by the Constitution of the Glenhaven Country Estate Master Owners' Association and the Association and the rules thereof and has agreed in writing to be bound by the terms and conditions in force from time to time as far as it may be applicable to the transferee directly or indirectly;
- 6.12.7.5 In the event that the Association ceases to function for whatever reason, the consent for the transfer of any Erf and/or Unit shall, during the Development Period, be granted by the Developer and thereafter by the Estate Manager.
- 6.12.7.6 the conditions set out in **Clauses 6.12.7.1 to 6.12.7.4** above are incorporated in the relevant Deed of Sale in terms whereof the transferee acquires the Erf or Unit in question.
- 6.12.7.7 For the avoidance of doubt, it is recorded that the provisions of this **Clause 6** do not apply to the Developer, that there will be no restriction whatsoever on the ability of the Developer to pass transfer of any Erf or Unit and that accordingly the Developer does not need a clearance certificate from the Association or the Glenhaven Masters Owner Association before it will be entitled to alienate or transfer any Erf or Unit to any person or entity.
- 6.12.8 An ordinary Member shall not without the prior written consent of the Association, who in granting or refusing such consent shall act in its absolute discretion, apply to the local authority or any other relevant authority for the subdivision or rezoning or consolidation of an Erf or Unit owned by the Member, or make application for any consent use or waiver or departure or any other dispensation whatsoever in respect thereof. For the avoidance of doubt it is recorded that this **Clause 6** does not apply to the Developer who does not need the consent of the Association in respect of the aforesaid or any other applications.
- 6.12.9 A Member is required to ensure that any occupant of his Erf or Unit, whether such occupation arises from an agreement of lease or otherwise, complies with all applicable provisions of this Constitution. A Member shall not be entitled to rent out any Erf or Unit or allow any occupation thereof unless a contractual arrangement, to the satisfaction of the Developer, during the Development Period, and thereafter the Association, has been put in place to ensure that such lessee or occupant is bound by the provisions of this Constitution. Without detracting from the foregoing the Member shall remain bound by this Constitution notwithstanding such occupation and be jointly and severally liable for the acts and omissions of the occupant and for fulfilling his obligations under this Constitution.
- 6.12.10 To acknowledge specifically that he has been appraised of the abovementioned and that each Member shall, if it leases out any Unit:
- 6.12.10.1 enter into a written lease with the tenant in which the tenant is required to accept compliance with the Constitution and Estate Rules,

and to give an undertaking that he will abide by the Constitution and Estate Rules and in which the tenant is required to report to the Association and register his full details for security reasons prior to the taking of occupation;

6.12.10.2 be responsible to ensure that the tenant does thus register himself with the Association prior to taking occupation.

6.12.11 Membership of the Glenhaven Country Estate Masters Owners' Association shall be compulsory for every registered owner of an Erf or an Unit in the Glen Village Country Estate.

7. LEVIES

7.1 The Association shall establish and maintain a Levy fund for the purposes of meeting all expenses of the Association in respect of:

7.1.1 the control, management and administration of the Glen Village Country Estate;

7.1.2 in general the attainment of its main objects as described in its Constitution;

7.1.3 the maintenance of Common Property and the costs of Services such as electricity, water and sewerage consumed or used on the Common Property;

7.1.4 the supply of any Services rendered by the Association;

7.1.5 payment of all expenses necessary or reasonably incurred in connection with the management of the Association;

7.1.6 the costs of the provision of security to the Glen Village Country Estate; and

7.1.7 in general the cost of fulfilling any of the obligations of the Association.

7.2 The Trustees shall estimate the amount which will be required by the Association to meet the expenses referred to in **Clause 7.1** during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature;

7.3 The Association shall be entitled to require all Members, in accordance with the procedures set out in **Clause 7.4** below, to make contributions to such Levy fund (in the form of levies), for the purposes of satisfying the expenses referred to in **Clause 7.1**.

7.4 The procedure for raising and collecting Association Levies shall be as follows:

7.4.1 The Trustees shall submit the estimated expenditure referred to in **Clause 7.2** to the annual general meeting of the Association for consideration. It is recorded that:

7.4.1.1 the meeting shall be obliged to approve the following items of expenditure that are charged to the Association by outside third parties:

7.4.1.1.1 all rates and taxes payable by the Association to the local authority, as well as any service charges payable to the

- local authority in respect of the Glen Village Country Estate;
- 7.4.1.1.2 the costs of the Developer's nominated provider of security services, including security guards, monitoring and surveillance, security fencing, gates and booms;
- 7.4.1.1.3 the fee payable to any Estate Manager with whom the Association has entered into an agreement.
- 7.4.1.1.4 All costs incurred or to be incurred by the Association in respect of the provision of Services and/or Infrastructure Services.
- 7.4.1.2 The Association shall have a discretion in regard to approval of the level of services and the cost thereof that the Association requires in respect of *inter alia* cleaning, gardening, landscape development, general maintenance, and the like.
- 7.4.2 The Association shall, within 6 (six) months after the end of the Financial Year, hold an annual general meeting in addition to any other general meetings during that year and, subject to **Clause 7.4.1** above, decide on proposed increases of the levies and the amounts to be charged to Members in respect thereof.
- 7.4.3 The Association shall notify any Body Corporate or Home Owners Association at least 45 days prior to their respective annual general meetings of the levies it has resolved to charge for the following year.
- 7.5 The Association may, from time to time by a resolution adopted by the Trustees, make special levies upon Members effective from the date of passing of the applicable resolution in respect of such expenses referred to in **Clause 7.1** which have not been included in the levies approved by the annual general meeting in terms of **Clause 7.4**, and such levies may be imposed and shall be payable in one sum or by such instalments and at such time or times as the Trustees may determine in its resolution.
- 7.6 Any amount due by a Member by way of a Levy shall be a debt due by him to the Association payable on such time or times as determined by the Trustees. The Trustees may determine that a Levy is payable annually in advance in respect of the year for which it is calculated or in such monthly instalments as it may determine.
- 7.7 Until such time as a new Levy pertaining to a forthcoming year has been determined pursuant to the provisions of this **Clause 7** above, every Member of the Association shall continue to pay the existing Levy currently in force, on account of the new Levy yet to be determined.
- 7.8 The obligation of a Member to pay a Levy shall cease upon his ceasing to be a Member, save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a Member.
- 7.9 No levies paid by a Member shall be repayable by the Association upon cessation of the Member's membership.
- 7.10 A Member's successor in title to an Erf or Unit shall be liable, as from the date upon which he becomes a Member pursuant to registration of transfer of such Erf or Unit in his name, to pay the levies attributable to that Erf or Unit.

- 7.11 A Member shall be obliged to pay interest on any Levy not paid on the due date at the Prime Rate plus 5 percentage points per annum calculated on the levies due from time to time from the due date until the date that the arrear levies have been paid in full to the Association.
- 7.12 The Association shall be entitled to require a Member to sign a debit order authority to allow the Association or its authorised agent to collect levies directly from an operating bank account.
- 7.13 If any Member fails to make payment on due date of levies and/or other amounts payable by such Member including interest, the Association may give notice to such Member requiring him to remedy such failure within such period as the Association may determine and should he fail timeously to make such payments, the Association may institute legal proceedings against such Member without further notice and such Member will be liable for and shall pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the Association in recovering such amounts.
- 7.14 No Member shall (unless otherwise determined by the Trustees) be entitled to any of the privileges of membership including:
- 7.14.1 his right of access to and use of the Common Property;
- 7.14.2 his right to vote;
- until he shall have paid every Levy and interest thereon and any other amount which may be due and payable by him to the Association.
- 7.15 The Association shall be entitled to undertake on behalf of its Members any reasonable and necessary permanent works of major capital nature without the sanction of a resolution of the Members adopted during a general meeting of Members.
- 7.16 The Trustees shall impose levies upon the Members for the purpose of meeting all the expenses which the Association has incurred or which the Trustees reasonably anticipate the Association will incur in the attainment of the objectives of the Association or in pursuit of its business and generally for the payment of all expenses necessary or reasonably incurred in connection with the management of the Association.
- 7.17 In computing the levy, the Trustees shall take into account all expenses relating to any Sectional Title Scheme to be administered by the Association, pursuant to the provisions of the Sectional Title Act.
- 7.18 Each notice to each Member shall specify the contribution payable by that Member to such expenses and Levy fund.
- 7.19 Every Levy shall be payable in equal monthly installments due in advance on the first day of each and every month of each Financial Year.
- 7.20 In calculation of the levy payable by any member, the Trustees shall as far as reasonably practical:
- 7.20.1 Apportion those costs attributable generally to a specific Home Owners Association or Sectional Title Scheme to the owners comprising such Home Owners Association or the Body Corporate in respect thereof;

- 7.20.2 Apportion those costs relating to the common property to the owners of all erven and units equally. Provided however that the Trustees may in any case where it considers it equitable to do so, apportion to any member any greater or lesser share of the costs as may be reasonable in the circumstances
- 7.21 The Association may come to agreement with the Developer for the repayment by the Association to the Developer of ongoing costs or expenses incurred by the Developer for the provision of Services to the Members during the Development Period.
- 7.22 The Trustees may enter into an agreement or agreements with the Developer for the provision of a capital sum and/or the transfer of land and/or equipment to the Association in lieu of levies.
- 7.23 Members who are registered owners of any Erf or Unit shall be obliged to pay levies on residential erven as determined in the Constitution of the Glenhaven Country Estate Master Owners' Association. The Trustees may enter into an agreement with the Glenhaven Country Estate Master Owners' Association for the collection and/or administration of the aforementioned levies on behalf of the Glenhaven Country Estate Master Owners' Association. These levies are in addition to the Levy as set out in **Clause 7.1** insofar as they are not included in the levies of the Glen Village Country Estate Owners' Association.
- 7.24 Notwithstanding anything to the contrary contained in this Constitution, the Developer shall only pay levies in respect of an Erf if and until a dwelling unit has been constructed on the relevant Erf and sufficiently completed for purposes of utilisation of the Erf.

8. ENTRENCHED PROVISIONS

- 8.1 The Developer has a continuing and permanent interest to ensure that certain basic provisions are entrenched during the Development Period to ensure the success of the development of the Glen Village Country Estate. Accordingly, none of the following provisions of **Clauses 8.2 to 8.8** (both inclusive) may be deleted or varied in any way in terms of **Clause 29**, without the prior written consent of the Developer;
- 8.2 The Association may register, where necessary, various service servitudes across the Development Property in favour of the local authority, the Developer and/or the Association, whether in respect of any separate Erven or the Common Property;
- 8.3 The Developer shall be entitled to incorporate adjacent immovable property into the Development Property and the Developer shall be entitled to develop the said property as it may deem fit, in which event all persons who become owners of Erven or Units in such development shall be entitled to or subject to as the case may be to the benefits, rights or obligations of Members of the Association;
- 8.4 No Member shall be entitled to object to the subdivision and/or development of any part of the larger development provided that such subdivision and/or development is not inconsistent with the development plan approved by the relevant authorities for that part of the larger development, nor shall they be entitled to object to any such new development referred to in **Clause 8.3**;
- 8.5 No Member shall subdivide, rezone or consolidate any Erf or Unit during the Development Period without the prior written consent of the Developer and without the prior written consent of the Association after the termination of the Development Period. It is recorded that the aforementioned provision does not apply to the Developer in that no prior written consent is required should the Developer wish to subdivide, rezone or consolidate any Erf or Unit;

- 8.6 Ownership of an Erf or Unit does not confer any right, including that of access, in respect of property owned by the Developer, including any right or way or access across such property;
- 8.7 The Members acknowledge and agree that the Developer, its successor/s in title and its employees have certain rights, including rights of access across the Common Property;
- 8.8 All building contractors and architects must be approved by the Developer (and after the Development Period by the Association) before construction of any building or dwelling commences;

9. SERVICES

9.1 Services Agreement:

- 9.1.1 It is hereby recorded that the Municipal Services Agreement will regulate the installation, maintenance, upkeep and operational aspects of Services to the Glen Village Country Estate. To the extent that the Municipal Services Agreement envisages any responsibility or obligation as far as the maintenance, upkeep or operational management and control to be that of the Association, the Association shall be obliged to comply with such contractual provision. The Municipal Services Agreement therefore forms an integral part to this Constitution.
- 9.1.2 The Developer shall be responsible for the costs of installation of internal and external bulk engineering services to the Glen Village Country Estate in accordance with the Municipal Services Agreement and to the extent that the Municipality may not assume and take over official responsibility for the maintenance and upkeep of such services, all internal services of whatever kind shall be transferred to the Association who shall be responsible and liable for the maintenance and upkeep thereof;
- 9.1.3 Members shall be responsible for all costs incidental to water- and electrical meters and the installation thereof and shall also be liable for the payment of water and electricity deposits and connection fees to the said services;

9.2 General:

- 9.2.1 The Association shall have the right to convey water, electricity, sewerage, telephone information technology, telecommunication, optic fiber, security communication, and any other services over any Erf or Building or any other portion of the Glen Village Country Estate, whosoever is the owner thereof, and shall have the right of access to such premises for the purposes of installing, replacing and/or repairing such services.
- 9.2.2 The Members of the Association will allow reasonable access to employees or representatives of the Association into the Buildings, Units or Erven for purposes of maintaining any pipes or equipment or in general any of the systems necessary for the conveyance or provision of the services referred to above.
- 9.2.3 Furthermore, and without derogating from the aforesaid all Members of the Association will be obliged to provide their co-operation and to allow reasonable access to employees or representatives of the Association to enable them to install, implement and maintain any pipes or other modes of conveyancing of the services referred to above.

- 9.2.4 The Developer during the Development Period and thereafter the Association shall have the right to register servitudes of right of way and/or servitudes for the conveyance of electricity, fiber optic, water, sewerage, telephone lines, information technology, security systems and any other type of services and/or servitudes of encroachment or servitudes in respect of any common walls or structural support or any other servitudes in respect of any other type of use over any Erf, Unit, Building or Common Property in favour of the Association or in favour of any adjoining Erf or any other part of the Glen Village Country Estate that in the opinion of the Developer or Association is reasonably necessary for the proper functioning of the Glen Village Country Estate of the whole or any part of the Glen Village Country Estate. In particular it is recorded that the servitudes of right of way will be registered in favour of the Association for the benefit of its Members over portions or Common Property as defined in this Constitution along routes that will be delineated by the Developer or the Association on any Plan or on other servitude diagrams. The Members of the Association accept and shall be bound by and consent to registration of such reciprocal servitudes between Members of the Association and the Association as are provided for herein.
- 9.2.5 The installation of Services and the compliance with the approval conditions will be undertaken by the Developer in a phased manner. The Developer shall be entitled to transfer any of its obligations and responsibilities to the Association as and when the Developer has complied with such obligations and responsibilities in respect of any phase.

10. ARCHITECTURAL GUIDELINES, APPROVAL PROCEDURES AND CONTRACTORS' CODE OF CONDUCT

- 10.1 The AAC constitutes an integral part of this Constitution. It is recorded that the AAC contains the procedures, requirements and guidelines to be adhered to by every Member who wishes to effect construction, improvements or alterations to or undertake any renovation of any Erf or Unit. The AAC that will be of force and effect are those contained in **Annexure "A"** hereto.
- 10.2 All improvements shall be of sound construction and shall comply with the provisions of the AAC as contained in **Annexure "A"**;
- 10.3 No construction or erection of any improvements or alterations to and no renovation of any Erf or Unit that is undertaken by any party other than the Developer or its nominee may commence prior to the due and proper approval of plans for such construction, improvements, alterations or renovation by both the Glen Village Aesthetics Committee (hereinafter the "GAC") and, where required, the local authority, in accordance with the following provisions:
- 10.3.1 30 (Thirty) days prior to the submission of building plans to the Municipality, the Member shall submit to the GAC for approval a full set of the proposed building plans or alteration plans which indicate both construction and design details;
- 10.3.2 the Member shall be liable for payment of the reasonable cost of professional scrutinising and examination of such plans by the GAC as determined from time to time by the GAC. In the event of any building plans having to be revised and resubmitted to the GAC, the Member shall, in addition to the aforementioned scrutiny and examination cost, be liable to pay a resubmission fee;
- 10.3.3 the GAC shall be entitled to levy a builder's deposit from time to time upon submission of building plans to cover the cost of repairing any sidewalk or damages the Member or its contractors and/or agents may cause to the Glen

Village Country Estate (including any damages to roads, infrastructure services, the environment and other properties), where the Member or building contractor may fail to repair such damage;

10.3.4 Members or their contractors shall, prior to approval of building plans by the GAC, pay a builder's deposit to be determined by the GAC from time to time;

10.3.5 no Member shall be entitled to submit any building plans with the Municipality prior to official approval of such plans by the GAC;

10.3.6 after the approval of such plans by the GAC the plans shall be submitted to the local authority for approval. No plan shall be submitted to the local authority unless it bears the endorsement (official stamp) of approval of the GAC, clearly dated, certifying that the plan complies with the AAC.

10.4 When effecting the construction, improvements or alterations or renovations contemplated in **Clause 10.3**, the Member shall at all times comply strictly with the AAC as well as all conditions and standards imposed by the local authority insofar as these may be additional to the provisions of the AAC. No Member shall be entitled to deviate in any manner whatsoever from any plan approved by the GAC and the local authority unless such deviation has been recommended to the Trustees by the GAC and the prior written approval of the Trustees and the local authority for such proposed deviation has been obtained.

10.5 No Member shall be entitled to challenge or contest any of the provisions of the AAC. No amendment to the AAC shall be effected without the prior written consent of the GAC having been obtained thereto.

11. MANAGEMENT AND CONDUCT RULES

11.1 The management and conduct rules of the Association constitute an integral part of this Constitution.

11.2 The management and conduct rules in force on establishment of the Association shall be those annexed hereto as **Annexure "B"**.

11.3 Subject to this Constitution and to any restriction imposed or direction given at a general meeting of the Association and subject to any condition imposed by the local Municipality, the Trustees may from time to time make management and conduct rules, and vary or modify these rules, in regard to:

11.3.1 the code of conduct applicable to all builders, contractors (including sub-contractors) and suppliers within the Glen Village Country Estate or any building, construction or any other work carried on within the Glen Village Country Estate.

11.3.2 the preservation of the natural environment vegetation and fauna within the Glen Village Country Estate including the right to control, and if necessary, order the removal of vegetation, and the right to prohibit and/or control the erection of fences, and walls whether upon or within the boundaries of any Erven;

11.3.3 the right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance;

11.3.4 the conduct of any persons within the Glen Village Country Estate for the prevention of nuisance of any nature to any Member;

- 11.3.5 the use of services and the Common Property, including the right to charge a reasonable fee for the use thereof;
 - 11.3.6 the maintenance of all buildings, outbuildings, structures, improvements of any nature and landscaping within the Glen Village Country Estate;
 - 11.3.7 the control of the number of occupants or residents permitted on any one Erf or Unit;
 - 11.3.8 the admission of any person within the Glen Village Country Estate, and the eviction of any person not entitled to be thereon;
 - 11.3.9 the furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or for the advancement of the interests of the Members and/or the residents within the Glen Village Country Estate.
- 11.4 For the enforcement of any of the rules made by the Trustees in terms of **Clause 11.3**, the AAC or of any of the provisions of this Constitution generally, the Trustees may:
- 11.4.1 give notice to the Member concerned requiring him to remedy such breach within such period as the Trustees may determine; and/or
 - 11.4.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule or provision of which the Member may be guilty, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be a debt owing by the Member concerned to the Association; and/or
 - 11.4.3 take such action including the imposition of a fine, or proceedings in court, as they may deem fit. The Trustees shall, in their sole discretion, be entitled to delegate their powers to impose fines.
- 11.5 Should the Trustees institute any legal proceedings against any Member or resident within the Glen Village Country Estate for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as between attorney and client, including tracing fees and collection commission.
- 11.6 In the event of any breach of the rules by the Members or any Member's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.
- 11.7 Notwithstanding anything to the contrary herein contained, the Trustees may in the name of the Association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint attorneys and counsel as they may deem fit.
- 11.8 The Association may in a general meeting itself make any rules in regard to any matter and may also vary or modify any rule made by it or by the Trustees from time to time.

- 11.9 All rules shall be reasonable and shall apply equally to all owners of Erven or Units put to substantially the same use.
- 11.10 The body corporate of any sectional title scheme shall not make any management and conduct rule applicable to the sectional title scheme, which is in conflict with an estate rule applicable to the Association in terms of Clause 11 of this Constitution or which is in conflict with the provisions of the Sectional Titles Management Act.

12. TRUSTEES

- 12.1 The Trustees of the Association shall for the Development Period be divided into two classes, namely Developer Trustees and Member Trustees. Upon expiry of the Development Period there shall only be Member Trustees.
- 12.2 There shall be not more than five (5) Trustees of the Association of whom, during the Development Period:
- 12.2.1 two (2) shall be Member Trustees appointed by the Members; and
 - 12.2.2 the remaining Trustees shall be Developer Trustees appointed by the Developer.
- 12.3 After termination or expiration of the Development Period all the Trustees shall be appointed by the Members.
- 12.4 A trustee shall be a natural person and shall not necessarily be a Member of the Association. A trustee, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of this Constitution.
- 12.5 The Trustees shall appoint one of their number to act as chairman for such term as they think fit, but not for longer than such person's tenure as a trustee. During the Development Period, the chairman shall be one of the Developer Trustees, unless the Trustees otherwise agree.

13 REMOVAL AND ROTATION OF TRUSTEES

- 13.1 Save as set out in this clause, each trustee, except for the Developer Trustees who shall not be required to rotate on an annual basis, shall continue to hold office as such from the date of his appointment to office until the annual general meeting next following his said appointment, at which meeting each trustee shall be deemed to have retired from office as such but will be eligible for re-election to the board of Trustees at such meeting.
- 13.2 A trustee shall be deemed to have vacated his office as such upon:
- 13.2.1 his having become disqualified to act as a director in terms of the provisions of the Companies Act;
 - 13.2.2 his estate being sequestrated, whether provisionally or finally;
 - 13.2.3 the commission by him of any act of insolvency;
 - 13.2.4 his conviction for any offence involving dishonesty or any other serious criminal offence;
 - 13.2.5 his becoming of unsound mind or being found lunatic;

13.2.6 his resigning from such office in writing;

13.3 Provided that anything done in the capacity of a trustee in good faith by a person who ceases to be a trustee, shall be valid until the fact that he is no longer a trustee has been recorded in the minute book of the Association.

13.4 Upon any vacancy occurring in the Trustees prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Trustees. Whilst Developer Trustees are in office the remaining Developer Trustees shall nominate a person to fill any such vacancy in their number.

13.5 The Developer may remove and replace any Developer Trustee at any time upon written notice to the remaining Trustees.

14 TRUSTEES EXPENSES AND REMUNERATION

14.1 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Trustees as may be approved by the board of Trustees.

14.2 Trustees shall be entitled to remuneration in respect of the performance of their duties as determined by the Association at a general meeting of the Association.

15 POWERS OF TRUSTEES

15.1 Subject to the express provisions of this Constitution, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of any Estate Manager may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by this Constitution required to be exercised or done by the Association in general meeting, subject however to such rules as may have been made by the Association in general meeting or as may be made by the Trustees from time to time.

15.2 Save as specifically provided in this Constitution, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, architects, engineers, town planners, Estate Manager, Managing Agent or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Trustees on such terms as the Trustees shall decide.

15.3 The Trustees shall further have the power:

15.3.1 to require that any construction of any nature within the Glen Village Country Estate shall be supervised to ensure that the provisions of this Constitution and the rules are complied with and that all such construction is performed in a proper and workmanlike manner;

15.3.2 to issue architectural guidelines and architectural rules from time to time and to ensure that such manual is complied with at all times;

15.3.3 to impose penalty levies, in their entire discretion, on Members in the event of a contravention of **Clause 10.3**;

- 15.4 The Trustees shall have the right to vary, cancel or modify their decisions and resolutions from time to time.
- 15.5 The Trustees shall be entitled to appoint committees consisting of such number of their Members and such outsiders, including an Estate Manager as they deem fit and to delegate to such committees such of their functions, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.
- 15.6 The Trustees shall appoint the GAC to exercise the powers set out above in **Clause 10** which may, but shall not necessarily, consist of the following persons:
- 15.6.1 a practising professional architect duly qualified to practice as such for his own account in the Republic of South Africa;
- 15.6.2 one or more Trustees;
- 15.6.3 such other Members as the Trustees may determine.
- 15.7 Members of the GAC shall not be required to be Members of the Association.
- 15.8 The Developer shall, during the Development Period, be entitled to nominate any architect or third party as co-members of the GAC subject to such terms and conditions as the Developer deems fit.
- 15.9 Subject to **Clause 7.15**, the Trustees shall be entitled to undertake on behalf of the Association any works of a capital nature, without the sanction of a resolution of the Association at a general meeting.
- 15.10 The Trustees shall be entitled to borrow money on behalf of the Association and to offer any asset of the Association as security for any such loan provided that the Trustees shall not be entitled to enter into any loan agreement, in terms of which an amount of more than R150 000.00 (One Hundred and Fifty Thousand Rand) is borrowed, without the sanction of a resolution of the Members adopted during a general meeting of Members. The Trustees shall not be obliged to stand surety for any of the aforementioned or other obligations of the Association.

16 PROCEEDINGS OF TRUSTEES

- 16.1 The Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of this Constitution.
- 16.2 The quorum necessary for the holding of all meetings of the Trustees shall be (3) three Trustees present personally, provided that during the Development Period at least 1 (one) Developer Trustee shall be present at all meetings of Trustees to form a quorum. If no quorum is present within 15 (fifteen) minutes after the time for commencement of the meeting then it shall stand adjourned for 7 (seven) days, or if that is not a business day, then to the next business day thereafter, and those Trustees present at the adjourned meeting shall constitute a quorum.
- 16.3 At any meeting of the Trustees, each Member trustee shall have 1 (one) vote and each Developer Trustee shall have 3 (three) votes.

- 16.4 Any resolution of the Trustees shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against a resolution, the chairman of the Trustees shall have a second or casting vote.
- 16.5 The Trustees shall cause minutes to be kept of every Trustees meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and certified correct by the chairman. All minutes of Trustees' meetings shall, after certification, be placed in a trustee's minute book to be kept in accordance with the provisions of the laws relating to the keeping of minutes of meetings of directors of companies. The Trustees' minute book shall be open for inspection at all reasonable times by any trustee, the auditors, the Members and the Estate Manager.
- 16.6 A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Trustees.

17 GENERAL MEETINGS OF THE GLEN VILLAGE COUNTRY ESTATE OWNERS' ASSOCIATION

- 17.1 The Association shall within 6 (six) months after the end of the Financial Year hold a general meeting as its annual general meeting in addition to any other general meetings during that year and shall specify the meeting as such in the notices in terms of Chapter 2 of Part F of the Companies Act.
- 17.2 Such annual general meeting shall be held at such time and place as the Trustees shall decide from time to time.
- 17.3 All meetings of the Members other than annual general meetings shall be called general meetings.
- 17.4 The Trustees may, whenever they think fit, convene a general meeting. A general meeting may also be convened by the Trustees on a requisition made in terms of Chapter 2 of Part F of the Companies Act, or should the Trustees not do so, may be convened by the requisitionists as provided for by and subject to the provisions of that section.

18 NOTICES OF MEETINGS

- 18.1 An annual general meeting and a meeting called for the passing of a special resolution shall be called by not less than 21 (twenty one) clear days' notice in writing and any other general meeting shall be called by not less than 14 (fourteen) clear days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are, under this Constitution, entitled to receive such notices from the Association: provided that a meeting of the Association shall notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by not less than 51% (fifty one percent) of the Members having a right to attend and vote at the meeting.
- 18.2 The annual general meeting shall deal with and dispose of all matters prescribed by the Companies Act, the consideration of the annual financial statements, the election of Trustees, the noting of the Levy for the Financial Year during which such annual general meeting takes place, the appointment of an auditor and may deal with any other business laid before it. All business laid before any other general meeting shall be considered special business and shall not be in conflict with any stipulation of this Constitution.

19 PROXIES

- 19.1 A Member may be represented at a general meeting by a proxy, who must be a Member of the Association or a director, Member, partner or trustee of that Member, save for the Developer whose proxy need not necessarily be a Member.
- 19.2 To be effective at a meeting or adjourned meeting, a proxy together with the original or a notarially certified copy of any power of attorney or other authority under which it is signed must be lodged with the Association at least 24 (twenty four) hours before the commencement of the meeting or adjourned meeting concerned but the Trustees may from time to time determine that such documents:
- 19.2.1 are to be lodged at a particular place; or
 - 19.2.2 are to be lodged a certain number of hours, not exceeding 48 (forty eight) in all, before the meeting; or
 - 19.2.3 may be lodged at any time before or during the meeting.

Notwithstanding the foregoing the chairman of the meeting may agree to accept a proxy tendered at any time before or during the meeting.

- 19.3 A proxy shall be valid for an indefinite period unless it is stated on the proxy that it is only to be valid for a shorter period. The instrument appointing a proxy shall be in the form as prescribed by the Association. A proxy shall be valid for any adjournment of the general meeting to which it relates unless otherwise indicated on the proxy.

20 QUORUM

- 20.1 No business shall be transacted at a general meeting unless a quorum is present both when the meeting proceeds to business and when any resolution is to be passed. Save as herein otherwise provided, 10% (ten percent) of the Members present in person or by proxy shall constitute a quorum, provided that at least 3 (three) Members are present in person at such meeting and provided that during the Development Period, at least 1 (one) representative of the Developer is present at such meeting.
- 20.2 If within 15 (fifteen) minutes after the time appointed for the commencement of a general meeting or within such extended period as the chairman of the board or, in his absence, the deputy chairman, may allow, a quorum is not present, the meeting shall be dissolved if it was convened on requisition. In all other cases the meeting shall stand adjourned to the same place at the same time on the same day of the next week (or if that day is not a business day, the first business day following that non-business day) or to such other place, time and day as the board may determine. If a quorum is not present at such adjourned meeting, the Members present shall constitute a quorum.

21 ADJOURNMENT BY CHAIRMAN WITH CONSENT OF MEETING

- 21.1 The chairman of a general meeting may adjourn the meeting from time to time and from place to place if the meeting approves of each adjournment by majority vote. In the event of such an adjournment:
- 21.1.1 no notice need be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting (unless the

meeting is to be adjourned for 30 (thirty) days or more in which event notice is to be given in the same manner as for the original meeting);

- 21.1.2 only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

22 VOTING RIGHTS OF MEMBERS

- 22.1 Members shall be entitled to vote only on the matters raised on the agenda of every general meeting.
- 22.2 At every general meeting:
 - 22.2.1 each Member, present in person or by proxy and entitled to vote, shall have one vote for each Erf OR Unit held or registered in his name;
 - 22.2.2 if an Erf is registered in the name of more than 1 (one) person, then all such co-owners shall jointly have only one vote;
 - 22.2.3 during the Development Period, the Developer shall be entitled to three times the total number of votes of all the other Members of the Association;
- 22.3 Save as expressly provided for in this Constitution, no person other than a Member and who shall have paid every Levy and other sum (if any) which shall be due and payable to the Association in respect of or arising out of his membership and who is not suspended, shall be entitled to be present or to vote on a question, either personally or by proxy, at any general meeting.
- 22.4 Voting at general meetings shall take place by way of a show of hands unless on or before the declaration of the result of the show of hands a poll is demanded according to law.
- 22.5 Resolutions shall be passed by simple majority vote, save with respect to amendments to this Constitution, as provided for in **Clause 29** hereof.
- 22.6 If a poll is duly demanded it shall be taken in such manner as the chairman of the meeting may direct either at once or after an interval or adjournment.
- 22.7 If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter such difficulty or dispute is to be determined by the chairman whether or not scrutineers have been appointed to count the votes and his decision shall be final and conclusive.
- 22.8 A vote cast under a proxy, power of attorney, or other authority which has been revoked shall nevertheless be valid unless:
 - 22.8.1 written notice of the revocation is received by the Association prior to the meeting concerned; or
 - 22.8.2 the chairman of the meeting agrees to accept written or oral notice of such revocation at the meeting.
- 22.9 No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is cast and every vote not disallowed at such meeting

shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

- 22.10 A declaration made in good faith by the chairman of a general meeting to the effect that, either on a show of hands or a poll, a resolution has or has not been passed (whether by a simple majority, a specific majority or unanimously) shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed, as the case may be.
- 22.11 Any resolution which could be passed at a general meeting (other than a special resolution or a resolution to remove a trustee or auditor) may be passed without a meeting being held if one or more copies of the resolution are signed by or on behalf of all the Members entitled to vote.

23 ACCOUNTING RECORDS

- 23.1 The Trustees shall cause such accounting records as are prescribed by Section 284 of the Companies Act to be kept. Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary fairly to present the state of affairs and business of the Association and to explain the transactions and financial position of the trade or business of the Association.
- 23.2 The accounting records shall be kept at the registered office of the Association or at such other place or places as the Trustees think fit and shall always be open to inspection by the Trustees.
- 23.3 The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Association or any of them shall be open to inspection by Members not being Trustees, and no Member (not being a trustee) shall have any right of inspecting any accounting records or documents of the Association except as conferred by the Companies Act or authorised by the Trustees.
- 23.4 The Trustees shall from time to time cause to be prepared and laid before the Association in general meeting such financial statements as are referred to in Part C of Chapter 2 of the Companies Act.
- 23.5 A copy of the annual financial statements which are to be laid before the Association in annual general meeting shall, not less than twenty one (21) days before the date of the meeting, be sent to every Member of the Association: provided that this article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware.

24 SERVICE OF NOTICES

- 24.1 The Association may give notices to any Member either personally, or by sending it by post in a prepaid letter addressed to such Member at his registered address or at the address (if any) within the Republic of South Africa supplied by him to the Association for the giving of notices to him.
- 24.2 Notice of every general meeting shall be given:
- 24.2.1 to every Member of the Association;
 - 24.2.2 to the auditors for the time being of the Association;
 - 24.2.3 to the Estate Manager or his nominated representatives;
- provided that no other person shall be entitled to receive a notice of general meetings.

- 24.3 Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
- 24.4 The signature to any notice given by the Association may be written or printed, or partly written and partly printed.
- 24.5 When a given number of days' notice or notice extending over any other period is required to be given, the days of service shall not be counted in such number of days or period.

25 INDEMNITY

- 25.1 All Trustees and the auditors shall be indemnified against any liabilities *bona fide* incurred by them in their respective capacities, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any person/s by a court.
- 25.2 Every trustee, servant, agent and employee of Association, and the auditors, shall be indemnified by the Association against (and it shall be the duty of the Trustees out of the funds of the Association to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties.
- 25.3 The Trustees shall ensure that appropriate insurance cover remains in place as far as the abovementioned risks are concerned.

26 GENERAL

- 26.1 Whenever the Trustees consider that the appearance of any Erf or building in the Glen Village Country Estate vested in a Member is such as to be unsightly or injurious to the amenities of the surrounding area or the Glen Village Country Estate generally, they may serve notice on such Member to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. Should the Member fail within a reasonable time, to be specified in such notice, to comply therewith, the Trustees, Estate Manager of the Association may enter upon the land or buildings concerned and take such steps as may be necessary, and recover the costs thereof from the Member concerned, which costs shall be deemed to be a debt owing to the Association. The Trustees shall be obliged in giving such notice to act reasonably. In the event of any dispute, the Member shall bear the onus of establishing that the Trustees acted unreasonably.
- 26.2 The Association may enter into agreements with any third party for the provision of Services to or for the Members and may levy charges in respect of the provision thereof or may pass on such costs direct to the Members.
- 26.3 Any person using any of the Services or land of the Association does so entirely at his own risk.
- 26.4 The Association may at its pleasure permit the Members subject to the provisions of this Constitution to use the open space and roads and shall do so unless by special resolution taken at an extraordinary general meeting called for the purposes, it is otherwise resolved for good reason.

- 26.5 The Association may from time to time and whenever they deem it necessary, limit, restrict, or suspend such use in relation to any part of such roads and open space for good reason.
- 26.6 No Member shall operate or conduct short term renting, including a time share scheme as contemplated in the Time Share Control Act No. 71 of 1983, a bed and breakfast or air bnb without the written consent of the Association.

27. DISPUTE RESOLUTION MECHANISM

Non-Compliance

- 27.1 In the event of a Member failing to strictly comply with his duties as contained in **Clause 6.12**, the Committee may exercise the following powers by means of written notice:
- 27.1.1 To fine a Member; and/or
- 27.1.2 To issue a compliance notice to any Member; and/or
- 27.1.3 To issue a directive to any Member, including a directive to demolish and remove any structure which has been erected in contravention of the Constitution and/or the Architectural and Aesthetic Guidelines.
- 27.2 Should the Member not adhere to the notice or directive, the matter will be dealt with as a dispute in terms of the Dispute Resolution Mechanism.

Goal of Dispute Resolution Process

- 27.3 The primary goal of the Dispute Resolution Process is to give a Member(s) the chance to resolve any dispute, difference of opinion or claim between the Association and any Member(s) or between any members which arises from this Constitution, Conduct Rules or policy documents (hereinafter referred to as "the dispute") by means of negotiation as set out in this Clause 27 and to eliminate unnecessary costs and delays.
- 27.4 Notwithstanding the provisions of **Clause 27.3**, a dispute between a Member and his/her Contractor or the Local Authority shall not be subject to the dispute resolution process.

Mediators

- 27.5 The Members shall elect not less than 3 (three) Mediators on the first Annual General Meeting after establishment of this Association.
- 27.6 A Mediator shall be a natural person.
- 27.7 The Chairman of the Committee shall have the power to refer any dispute, referred to in this Clause, to any one of the 3 (three) Mediators for mediation.
- 27.8 The Mediators shall occupy their office for a 2 (two) year term and shall qualify for re-election. After expiry of the office term of the first members, election of new members shall take place at the Annual General Meeting of the Association.

Internal Dispute Resolution Mechanism

- 27.9 Should any dispute, difference of opinion or claim arise from this Constitution, Conduct Rules or policies between the Association and any Member(s) or between any members

(hereinafter referred to as “the dispute”), the parties shall attempt to resolve the dispute by means of negotiation. This entails that one party invites the other in writing to a meeting to attempt to resolve the dispute within 14 (fourteen) days from the date of the written invitation.

- 27.10 Should the dispute not be resolved by such negotiation within 14 (fourteen) days after the written invitation, the dispute shall be referred to conciliation, which shall be administered by the Mediator.
- 27.11 The Mediator must attempt to resolve the dispute through conciliation within 30 (thirty) days from the date on which the Mediator received the referral.
- 27.12 The parties may however agree to extend the 30 (thirty) day period.
- 27.13 The Mediator must determine a process whereby to attempt to resolve the dispute, which may include:
- 27.13.1 mediating the dispute;
 - 27.13.2 conducting a fact-finding exercise; and
 - 27.13.3 making a recommendation to the parties, which may take the form of an advisory award.
- 27.14 When conciliation has failed or at the end of the 30 (thirty) day period or any further period agreed between the parties:
- 27.14.1 the Mediator must issue a certificate stating whether or not the dispute has been resolved;
 - 27.14.2 the Mediator must serve a copy of such certificate on the involved parties to the dispute.
- 27.15 During the Internal Dispute Resolution Process, the parties are not entitled to have legal representation.

External Dispute Resolution Mechanism

- 27.16 Should the conciliation between the parties be unsuccessful and after a certificate as referred to in **Clause 27.14.1** has been issued, such dispute shall be dealt with in terms of Chapter 3 to 5 of the Community Schemes Ombud Service Act 9 of 2011.
- 27.17 Should the Internal Dispute Resolution Mechanism not be successful the Committee shall, in terms of **Clause 15.2**, be entitled to appoint any professional person to represent the Association and to provide advice in the dispute resolution process referred to in **Clause 27.16**. The appointment shall continue until such time as the dispute has been resolved.
- 27.18 All costs incidental to the appointment of any professional will be recovered from Members by means of levies or any special levy imposed for such purpose. After the dispute a special levy will be imposed on the party who was substantively unsuccessful in the CSOS case. Should the Association or the Committee be substantively unsuccessful in the dispute, the special levy will be imposed on all Members. All costs in respect of the dispute, including the costs of the appointed professional person will be recovered in this way.

28. ESTATE MANAGER

- 28.1 The Developer shall, for the duration of the Development Period and thereafter the Trustees, be entitled to appoint an Estate Manager to control, manage and administer the Glen Village Country Estate and the Common Property and to exercise such powers and duties as may be entrusted to the Estate Manager, including the right to collect levies.
- 28.2 The terms and conditions of the appointment of the Estate Manager shall be in the discretion of the Developer or the Trustees as the case may be.
- 28.3 The remuneration and costs of the Estate Manager shall be borne by the Association.

29. AMENDMENT

- 29.1 Notwithstanding the provisions of this Clause, the Developer shall during the Development Period have the right to effect reasonable amendments to this Constitution, including amendments necessitated pursuant to any new or amended approvals granted by the Municipality in respect of the Development Property, by giving written notice of such amendments to all Members and shall further have the right to veto any proposed amendment of this Constitution if there is a reasonable apprehension that such amendment could detrimentally affect the Developer's ability to complete the Glen Village Country Estate in accordance with its development plans. The Developer shall not have the right to vary the provisions relating to qualification for membership of the Association, the proportionate liability of Members for the payment of levies or the voting rights of Members.
- 29.2 Subject to the provisions of **Clause 29.1**, every amendment of this Constitution of whatever nature including any addition thereto, deletion therefrom or substitution thereof shall require the approval of at least 75% (seventy-five per centum) of the total number of votes allocated to Members of the Association which majority shall be expressed at a general meeting called specifically for such purpose and the notice of such meeting shall, in addition to comply with the requirements for the convening of a meeting, set out in specific terms the proposed amendment.



GLEN VILLAGE COUNTRY ESTATE ARCHITECTURAL GUIDELINES

Revision 001 - April 2022

Lapalaka Architects

GEORGE - Western Cape



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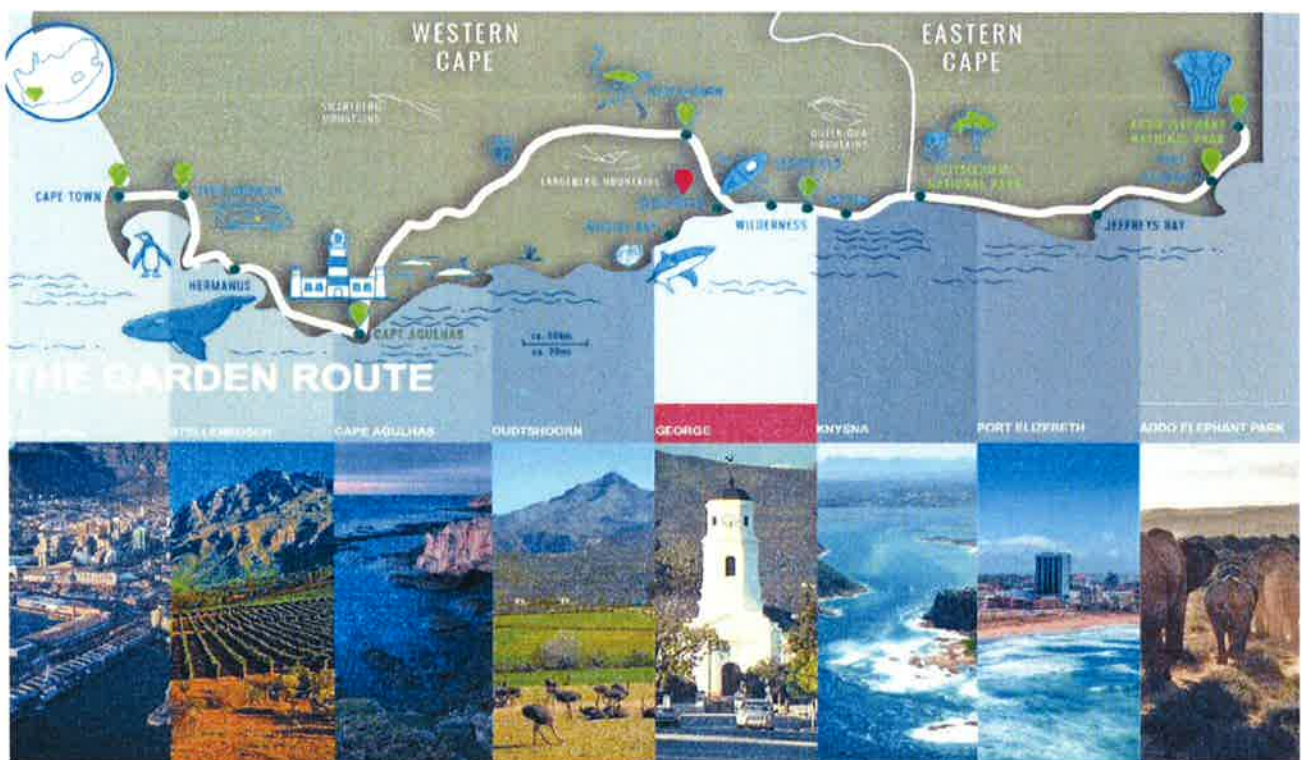
1. INTRODUCTION TO GLEN VILLAGE COUNTRY ESTATE

Glen Village Country Estate is a residential development, extending over four phases of development with 220 free title homes in a village setting.

Each home has been individually considered, with focus directed towards the natural movement of sun light rising in the East and setting in the West. The units are designed to blend indoor and outdoor living areas, creating positive indoor/outdoor social patio spaces, looking over the beautiful natural environment. The space intends to promote safety, privacy and security in its streetscape.

The estate offers safety in a secure location - 24/7 controlled access security with a Home Owner's Association (HOA) maintaining and regulating the estate. This can appeal to all generations of homeowners, either as an investment, family dwelling or retirement home. The objective in designing Glen Village Country Estate is in search of Cape Vernacular Archetypes. The philosophy is to form a friendly, secure and welcoming residential environment that enhances the quality of family and community life.

Glen Village is well located and near major arterial routes along the Garden Route Mall. It has the advantage of being located on the urban edge, allowing the home owners to enjoy the natural connection boasting spectacular views of the Northern mountains.



GARDEN ROUTE : FIG 1



2. PURPOSE OF THE ARCHITECTURAL GUIDELINES

“Architecture is not about the object but the objective, not about the product but the process.”

Francis Kere – Pritzker prize winner 2022

The main purpose of this architectural guideline is to: establish and define the architectural aesthetic and character of the overall development. To set the standard for the development, all the constituencies in the built environment constructed therein. To define and summarise the Town Planning & Development Controls as laid down in the council development regulations. This architectural guideline provides the parameters in which to create this overall aesthetic.

Where a designer wishes to promote a design concept that may conflict with certain conditions in the guidelines or where site conditions are such that a logical design approach may be inhibited by one or more restrictions in the guidelines, designers may approach the HOA with a formal request to discuss their proposal and to apply for exemption from those specific conditions in the guidelines.



LOCALITY MAP: FIG 2



3. ARCHITECTURAL DESIGN GUIDELINES

The design language brings together the quintessential elements of Cape Vernacular Architecture : timeless farmhouse typology, white walls, gable ends, and charcoal pitched roofs.

The estate intends to be a residential community of homogenous designed homes offering a variety of design options to the homeowners. The estate’s aesthetic intends to create a harmonised living experience.

The constraints in this document intend to guide the use of materials, colours, styles of roofs, and other elements to retain a balanced environment. This document is not intended to restrict the homeowner from having creative liberties on their property, but to ensure that those liberties do not impede on the neighbourhood aesthetic.

Glen Village Country Estate is also subdivided into smaller internal (4 Phases) villages flowing into one another. All the villages have the same Cape Vernacular architecture that remains true to the classic George style with varying degrees of contemporary influences. Every village has slightly different features, with the overall focus on creating an internal identity for every homeowner.

Deviations to the general design guidelines (for structures) can be done so with a written application. These deviations will be subject to HOA approval and will be based on merit for the individual property. Such approved deviations, if any, will not set any precedents for future planning.



GATE ENTERNANCE, REV 1 : FIG 3

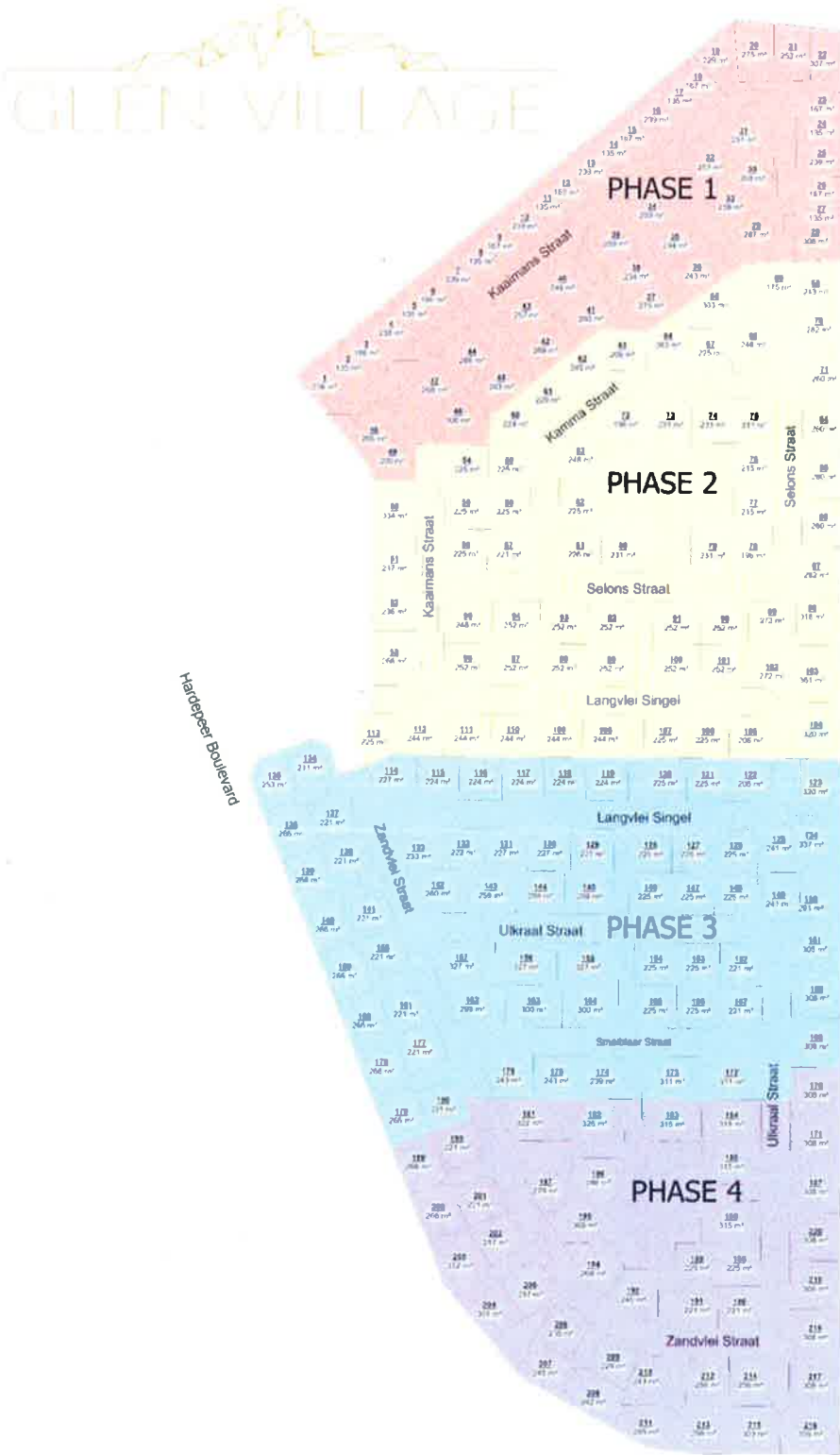




BIRD'S EYE, REV 2 : FIG 4



Glen Village Country Estate – Architectural Guidelines



Plot No.	Plot Area (m ²)		Total Site Area (m ²)	
	Phase	Area	Phase	Area
1	1	238 m ²	111	210 m ²
2	1	135 m ²	112	244 m ²
3	1	156 m ²	113	215 m ²
4	1	238 m ²	114	227 m ²
5	1	135 m ²	115	224 m ²
6	1	176 m ²	116	274 m ²
7	1	238 m ²	117	234 m ²
8	1	135 m ²	118	221 m ²
9	1	157 m ²	119	274 m ²
10	1	219 m ²	120	225 m ²
11	1	239 m ²	121	229 m ²
12	1	157 m ²	122	238 m ²
13	1	229 m ²	123	220 m ²
14	1	135 m ²	124	217 m ²
15	1	157 m ²	125	218 m ²
16	1	219 m ²	126	225 m ²
17	1	175 m ²	127	235 m ²
18	1	157 m ²	128	235 m ²
19	1	219 m ²	129	221 m ²
20	1	225 m ²	130	227 m ²
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209	1	225 m ²	319	227 m ²
210	1	225 m ²	320	227 m ²
211	1	225 m ²	321	227 m ²
212	1	225 m ²	322	227 m ²
213	1	225 m ²	323	227 m ²
214	1	225 m ²	324	227 m ²

3. PLANNING GUIDES

A. STREETScape

All buildings to be placed parallel to the street building line in the interest of a homogenous streetscape. All public facilities & property belonging to the developers are under the maintenance responsibilities of the estate, any maintenance defects to be notified to HOA, general upkeep is the beating heart of a looked after community, with each home owner honouring the same responsibility towards his own property.

No consolidation of erven will be permitted without written approval of the HOA. The decision of the HOA in this regard shall be final and binding on the owner.

The road reserves of all internal roads and proclaimed public open spaces will be landscaped. The pavements and green walkways on the curb edge well either be paved or planted with indigenous vegetation. The building of high street boundary walls / Yard walls are discouraged in an effort to prevent the development of a typical suburban streetscape that has a ‘tunnelling effect’.



STREETScape – REV: 1 FIG: 6

B. BUILDING LINES

Definition: The distance all building elements included in the unit, internal spaces, and covered patio and are to be set back from the cadastral boundary. This excludes the pergolas, open courtyards, and boundary walls.

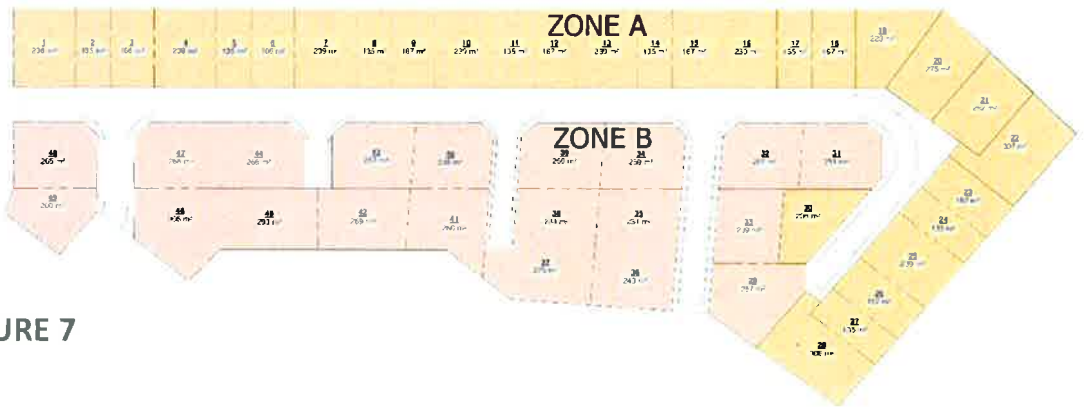
BUILDING LINES (SETBACKS):

Phase (1) – Approved zoning rights and of the development and subdivisions allows for 49 town housing erven. As per approved SDP in 2015. “0” Meter building lines were allowed for the Garages and courtyards.

PHASE 1 - BUILDING LINES

BUILDING LINES (Setbacks from cadastral boundary)	ZONE A	ZONE B
Street building line	0 Metre	1 Metre
Side building line	0 Metre on side 1 Metre on all other sides	0 Metre on side 1 Metre on all other sides
Rear building line	1 Metre	0.5 Metre

PHASE 1

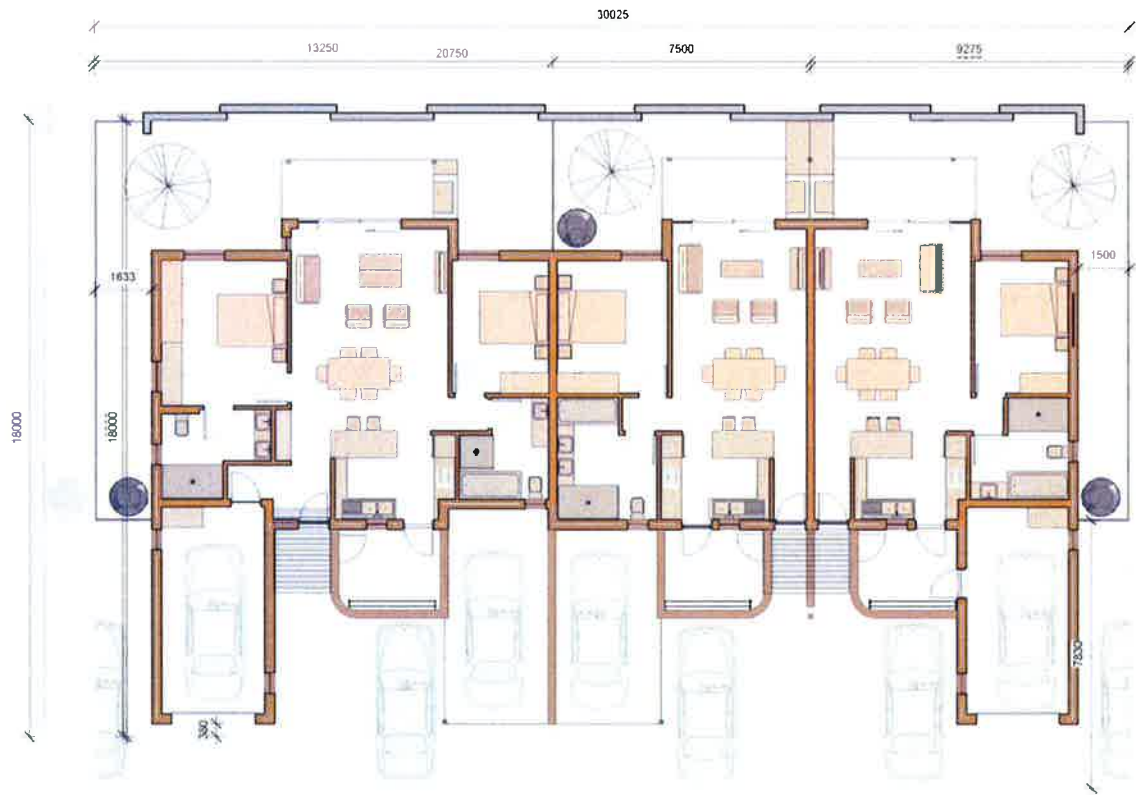


PHASE 1 : FIGURE 7

PHASE 2, 3 & 4 - BUILDING LINES – Group Housing

BUILDING LINES (SETBACKS):	Less than or equal to 250 M ²	Greater than 250 M ² , but not exceeding 500 M ² ,
Street Building line	1 Metre	1 Metre
Side building line	0 Metre on side 1 Metre on all other sides	0 Metre on side 1.5 Metre on all other sides
Rear building line	1.0 Metre	1.0 Metre





A TYPE CLUSTER – REV: 1 FIG: 8

B TYPE CLUSTER – REV: 1 FIG: 9



C. PLAN FORMS & HEIGHTS

The plan forms of the homes are either rectangular or composite rectangular in shape. The house forms are to be composed of major and minor plan elements with limited widths. These forms can be linked by flat or lean to roof elements.

Non-parallel rectangular forms may only be used where the erf shape is not rectangular and subject to HOA approval.

The maximum height of all dwellings to be in accordance with the municipal regulations for Residential Zone 1 and Residential Zone 2. Heights will be measured from natural ground level. (8.5m Maximum)



ROOF PLANS – REV: 1 FIG: 10



D. EXTERNAL WALLS & COLOURS:

All the walls of the homes will be constructed with brick or approved building material. Walls are to be plastered and painted (or similar aesthetic), no exposed face brick will be permitted.

It must be noted that the preferred white walls lean on the traditional vernacular chalk-washed walls and contrasting grey charcoal roofs colours. The aim is to create a contemporary Cape vernacular architecture, that lends from the best examples and carries them forward with an array of construction techniques and materials.

Textures could be introduced with scratch plastering techniques, bag wash textures, natural stone cladding and metal sheeting, all relating back to suitable and elegant proportions not detracting from the overall Cape vernacular style- subject to HOA approval.

A plinth may be introduced in either plastered and painted finish or stone cladding finish. Plinth to be preferably min. 0.75m and max 0.9m from ground floor level - subject to HOA approval.

All external walls with windows to be minimum 260mm cavity walls. For aesthetic reasons cavity walls may be enlarged to create deeper reveals. Traditionally thick walls were constructed in a multifunctional nature and allowed the homeowners to create an array of functions such as cupboards, shelves, holders, secret enclaves and window seats to be incorporated into thick walls - subject to SABS requirements & HOA approval.



SHOW UNIT – REV: 1 FIG: 11



E. YARD WALLS AND DIVISIONS

The Three walls types discussed here are – **Yard wall, Site Boundary wall & Estate perimeter wall.**

Estate perimeter wall - Given that the whole of the development will have a secure perimeter, and be constructed as per the George City council enforced requirements – 60 % of wall on municipal street front to be transparent – this in effect creates safer public streets.

Yard wall - the design of individual site boundaries will form part of the visual extension of the buildings and blend in with the architectural character of the development. The main function of the low yard walls is to create a sense of privacy and restrict movement of domestic animals and young children; these will be provided for by the developers as per the specification and may be improved upon through correct HOA approval processes.

The intended architectural aesthetic of the yard walls are low green hedges that form the boundary distinctions, with simple openings and doorways into the garden. The preferred construction methodology is to make use of a fence that is to be overgrown by an indigenous shrub or hedge, these will be maintained by the HOA to form a soft green boundary and homogenous streetscape. All walls, fences and gates facing the street will have a max height of 1.2 meters.

Gates entering through the yard walls to be – timber or charcoal finished steel / aluminium with vertical or horizontal panel design to the HOA approval. Colour to match doors and windows or house or be stained as a dark wood. Small brick posts may be constructed to frame a yard gate.

Site Boundary wall - boundary walls are placed along a boundary line to divide and separate erven - these may be applied for and constructed by homeowners on application and approval and will not be the developers responsibility. Boundaries lines relate to the SG diagram and Site diagram for each erf. All common rear boundaries to be constructed as either a solid wall, fence or timber trellis maximum HT (1.80m height) . The colour and finish must match the dwelling in plaster and paint. No solid boundary wall(s) are to be built over existing municipal services.

General Note : All solid / permanent division walls must be indicated on the plans and provided for approval by HOA before installation or construction. No modifications or additions to the estate perimeter wall or fences around the estate shall be permitted unless approval is obtained. Home owners should be extremely considerate in this regard towards their neighbours and the effect it has on place. Lighting on the boundary walls should not cause visual disturbance to neighbours.

Visual privacy - it is important that individual property owners ensure that homes are designed in a manner which respects the need for private outdoor space of neighbouring properties - planters, hedges, water features can be used.



F. ROOFS

Roof forms have a major impact on the skyline and on the overall visual appearance of the Estate and should therefore be designed with care and consistency.

The estate regulations will allow hipped and gabled roofs on the major plan forms, with between 25- and 45-degrees pitch. Roof coverings to be roof sheeting Chromadek, or standing seam sheeting in approved colours ranging from a dark charcoal to a light grey. See reference image below.

Where lean-to roofs (min. 2 degrees – Only when using a standing seam profile – 5 Degree when using standard IBR or S profile) as for covered patios, garage carports. Polly-carbonate or approved clear Perspex to be applied over entrances on pergola structures.



SHOW UNIT – REV: 1 FIG: 12

The colours and finishes of all the approved roofing materials will be according to a finishing schedule prepared by the HOA. - Factory painted steel or aluminium roof sheeting



ROOF RENDER– REV: 1 FIG: 13



G. CHIMNEYS

These are important elements in the architectural composition of the house as they form the highest point and generally stand as the central focal node of social events.

Plastered and painted masonry or stone cladded chimneys will be allowed. If not cladded with stone the chimney colour must match that of the colour of the house. The highest point of the chimney should be a maximum of 1m above the relative roof ridgeline and a minimum of 1m above the highest exit point on the roof.

The chimneys are to be designed so that there is a broad base below the patio roof and tapers to a slender chimney as it extends past the roof. It is necessary to design functional countertop- and storage spaces at the base near the braai area; these functional spaces may be enclosed with timber or aluminium doors if required.

H. WINDOWS AND DOORS:

Fenestration (doors and window openings) are to be addressed as a unique feature for homes. These are the “eyes” of a house (Feature elements). They play an important role as light draws attention to textures, colours, and form within a space.

Windows and doors are to comply with the requirements as per the NHBRC. The proportions are flexible in its length or breadth, yet non-rectilinear are .

All windows and doors may be made up with either aluminium or timber. A combination of aluminium and timber may be used to create individuality in the different villages. The colour of doors to be the same as the windows in the house. The front door or ornate doors can be a feature colour to HOA approval. Garage doors are styled to be a horizontal aluminium pattern.

Shutters - Functional timber and/or aluminium shutters are encouraged. The colour is to match that of the windows and doors of the house. If a door or window – such as a stacking door – is used, either a roof covering or pergola is mandatory to reduce the glare of the glazed area, unless the door or window is South-facing.

I. PERGOLAS AND TRELLISES

Pergolas and trellises are used as an architectural device to blend the division between the indoor and outdoor space, they are lightweight structures that create dappled light, and often create beautiful shadows (painting with shadows) as light shines through a perforated plane onto the walls and floors of a house. Pergolas serve a multifunctional purpose aesthetically and functionally and can be used in an array of spaces to bring definition.

The recommended construction methodology is that of a galvanised steel frame that is mounted and fixed to walls and cladded with treated timber. Timber is vulnerable to warping and damage if not properly maintained, these elements must be looked after by homeowners in order to ensure the estate is well kept. It is also optional to construct a pergola with charcoal coloured aluminium slats. It is well



recommended to grow indigenous creeping plants and vines onto these structures and will bring a natural softening to the houses. The use of pergolas is encouraged in areas such as carports, verandas, to frame entrances, and to screen water tanks.

Column and pergola types:

- Charcoal aluminium, steel and wood pergolas
- Galvanised steel posts, painted to match the pergola frame / or clad in timber.
- Detailed timber posts, treated or painted charcoal, or white to match the house.

J. PAVING

Hardscaping of driveways and paving will be constructed from either grey / charcoal cobble stones or cemented dump rock by the developers as per the site development plan. Curbing will be either a precast cemented finish or paving as per the civil engineers specification.

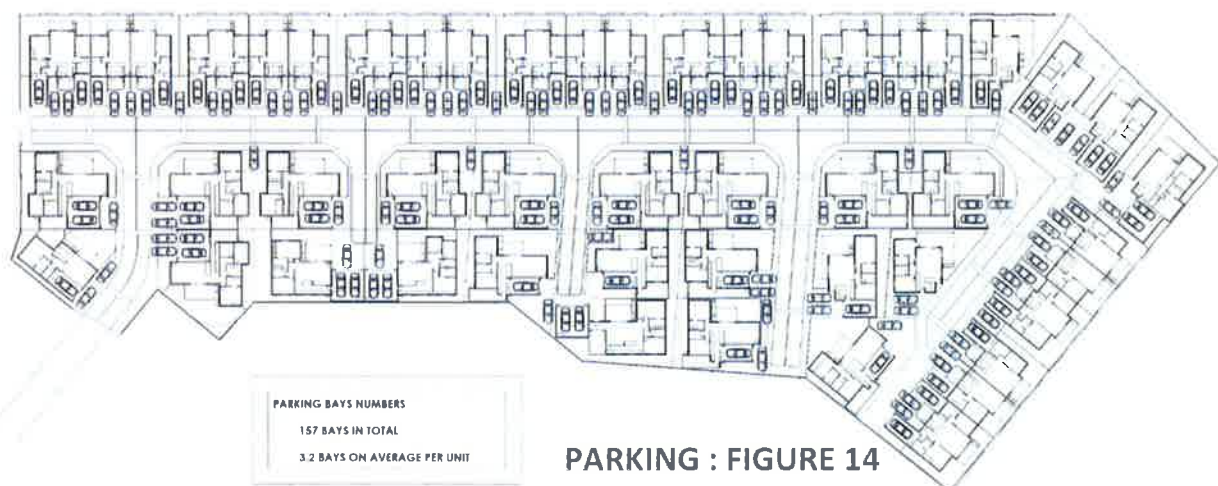
All further hardscaping on the yard must be approved by the HOA and should never exceed more than 70% of the overall site - greenery and natural vegetation is an essential feature of the estate.

Paving should be installed over all municipal services as opposed to cemented surfaces, this applies to all roads, sidewalks and driveways.

K. PARKING

Homeowners are subject to council regulated parking allowances as per unit types and areas. Garages are included in the built area for units, whereas carports are not. Homeowners may not place dustbins or any other item that may impede on the entrance of their neighbours driveways.

Each homeowner is intended to have visitors park on their own property, or they may park off the street. Each property should provide 2.25 parking spaces of which 0.25 is for visitors. As per the attached image below there are a total of 157 bays made available for phase one, this equates to an average of 3.2 bays per unit on average. Parking is an extremely important aspect in relation to the liveability of any estate and should be maximised to accommodate visitors, yet not create a sea of parking and some of the visitors parking should be allowed for on grass surfaces.



L. WATER AND SUSTAINABILITY

Glen Village encourages the ideal of a self-sustainable ecosystem, we would like our community to be forward thinking about the environment. See the wholistic sustainability diagram below.

Energy : Solar Panels – colour to be aligned with the roof colour, and to be positioned flush with the sheeting, and substructure allowed on pitched roofs only. Only solar panels may be visible on the roof. It is recommended to make use of a standing seam profile sheeting as it is possible to clamp on as opposed to drilling into sheeting. It is also recommended to make use of low energy consuming appliances and lightbulbs. Gas tanks are encouraged as they are energy efficient. 2 x 9L tanks stored in a health and safety compliant cage and the gas system must have a COC – certificate of compliance.

Water: Rainwater collection in water tanks are intended for garden watering, and grey water systems, these tanks are to be standard green or grey “Jojo” type tank of 1000 – 5000 litres for phase 1 - as per council approval. They are to be positioned to be screened by trellises as per above chapter. Rainwater run-off that cannot effectively be channelled to rainwater storage tanks should be channelled into the street storm water system or dispersed on the stand in a controlled way to avoid erosion and the potential damage to properties at lower levels.

Water-saving measures to be taken in this development. This would include:

- Low flowing shower heads and taps.
- Dual flush low flow toilet cisterns.

Waste: Material Recycling is encouraged, this is a conscious effort habit based responsibility.



SUSTAINABILITY : FIGURE 15



M. LANDSCAPING

Indigenous flora and fauna such as grassland and fynbos are encouraged to homogenise the estate with its natural endemic environment and localised ecosystem. It is ideal for gardens to have many indigenous plants, however gardens may have a maximum of 30% exotic plants, excluding harmful alien species.

Plants that are encouraged are fynbos, Bloukweek and Buffalo lawn, or other indigenous ground cover.

Landscaping throughout the estate is intended to soften the architecture and create a “sense of place”. The landscaping design ensures that the development is sensitive to the environment and will encourage the incorporation of various indigenous flora and fauna - that will be replanted from the site, contributing to natural food for birds and other small living creatures, enabling coexistence with a healthy environment.

Homeowners are cautioned in using poison, pest control to be directed to HOA. Homeowners must be mindful that the estate has gradual thresholds that allow for landscaping between properties to be connected and must not use pesticides that could harm neighbouring personnel, animals, or fauna.

When designing or installing any solid divisions it is vitally important to consider the movement of stormwater and opening should be provided in boundary walls, these openings will also be used by the small animal life and insects all contributing to a healthy natural flowing environment. It is encouraged that homeowners retain as much greenspace as possible and do not pave over any green areas. Additional paving is subject to the HOA approval. No more than 70 % of the site may be paved.

Landscaping in the parks will be maintained by the Glen Village Management.

N. INTERIOR DESIGN

Internal layout and finishes of Glen Village Country Estate homes are unrestricted – free will and creativity when it comes to style and sentiment, decorating a home is the free joy of being a homeowner.

Products can be sourced through the developers at a discounted rate from Weylands and Cilio 15 % , and negotiable discounts from Mr Price Home and @home are also available. – please contact the Glen Village Interior Designer team on (082459 3438 or 011 706 5391) for procurement details - (T&C'S Apply)

4. GENERAL

- All finishes should be considered in relation to the finishing schedule approved by the HOA
- Downpipes to be painted the same colour as the roof.
- Aerials and satellite dishes not to project above the roof ridge line.
- Decorative superficial detailing is discouraged, form should follow its function.
- All air-conditioning condensers should be screened. Window mounted units will not be permitted. Mounted units will only be allowed if below 1.2m height taken above the finished floor level.



- All clothing lines, gas cylinders and waste bins should be screened with a 1.8m high wall or separate service courtyard.
- No externally mounted burglar bars and security gates are allowed. Burglar bars and security gates must compliment the building design and overall appearance. Sections should preferably be hidden behind window mullions, translucent toughened plastic bars are advised to meet a well-balanced recommendation.
- All lighting on the exterior of the building or in the garden to be low intensity and to be positioned thus to
 - not impede on neighbours. No bright exterior, garden and security lighting will be allowed. Design exterior
 - lighting to be as unobtrusive as possible.
- **All architectural illustrations represented in this document are artists impressions. Final plans to be signed by land owners on council submission.**

5. ARCHITECTURAL DESIGN REVISIONS

Based on the design and technical requirements for each unit, homeowners can make alterations to the plans prior to construction at a set cost. The process is initiated by making contact with the Local Architect (See professional team attached) – a deposit of R10,000 for design changes is submitted to initiate the correct procedures of Estate and Municipal approvals where necessary. Costs will apply and adjust to scope of change, charges in accordance with SACAP (South African Council of The Architectural Profession) hourly rates and billed to the client's account.

CLIENT NAME:.....

DATE.....

CLIENT SIGNATURE..... PLACE.....



ARCHITECTURAL PRECEDENT – CAPE VERNACULAR – CONTEMPORARY FARM





PRECEDENT STUDIES : FIGURES 17-21





ARCHITECTURAL TEAM

Principle Architect : Gerrit Pieterse : Lapalaka Property Projects

082 350 5353 : Gerrit@lapalaka.com

Local Architect : Johan Jacobs : JDS Design Studio

084 400 5666 : johan@jdsdesign.co.za

Architectural Technologist : Max Turner : Quill Designs

072 843 8979 : quill.designs@gmail.com

Interior Designer : Dania Sciarappa : Avant-Garde Projects

066 234 1033 : dania@avgprojects.com





**Glen Village Country Estate Home Owners Association
Contractor's Code of Conduct**

Checklist (Before HOA Sign off)		Dated
Erf Number		
Purchaser's name, cell nr, email address		
Contractor's name, cell nr, email address		
Copy of approved municipal plan		
Deposit Paid		
Building start date for invoicing monthly fee		
Site Establishment		
NHBRC Certificate for house and Builder		
Letter of Good Standing Workman's Compensation (COID)		
Certificate from Occupational Health and Safety (OHS) practitioner that OHS file is in place		
Builders All Risk Insurance		
GV induction program		

Preamble

The purpose of this set of rules is to ensure a harmonious integration of residential living and building activities within Glen Village (GV) with minimal impact on the environment, residents and others. GV is a secured residential estate and in order to maintain aesthetics, standards, general appearance and security arrangements it is necessary that owners, builders, contractors and their subcontractors adhere to the rules and regulations as determined by the GVHOA from time to time.

Strict adherence to all aspects of the rules is required and expected at all times and in all respects. Penalties as specified in this document may be imposed by the GVHOA in the event of non-compliance.

GVHOA is not liable for any design or construction defects affecting the safety or structural integrity of the building work.

1. CODE OF CONDUCT AGREEMENT

1.1 The Building Contractor is a builder/contractor ("the Contractor") appointed by the owner ("the Purchaser") of an erf in GV for the purpose of constructing a dwelling house and other improvements ("the Works") on the Purchaser's erf in a professional manner and substantially in accordance with the plans and specifications as approved.

1.2 The Glen Village Home Owners' Association (GVHOA) has been established to look after the communal property and the interest of the homeowners in GV.

2. QUALIFICATION OF CONTRACTORS

2.1 Only Contractors that are duly appointed and approved by the Developer and that are registered with the NHBRC will be allowed to build within GV.

2.2 Contractors shall ensure compliance with the National Building Regulations and Building Standards Act, The Occupational Health and Safety Act, 1993 and the Workman's Compensation Act.

3. PRECONDITIONS

3.1 The following preconditions shall be complied with before any building activities may commence:

3.1.1 A meeting between the Contractor and a representative of the GVHOA must take place prior to commencement of building.

3.1.2 The Contractor shall provide copies of:

- A valid Compensation for Occupational Injuries and Diseases Act (COID) Letter of Good Standing
 - Certificate of enrolment of the residential unit by the National Builders Registration Council (NHBRC)
 - Certificate for compliance with the Occupational Health and Safety Act, Act 85 of 1993 and other relevant health and safety regulations for site start- up.
 - Copy of the Contractor's All Risk (CAR) including Public Liability Insurance.
- 3.1.3 The Contractor must display an approved builder's board on the site at a position as directed by the GVHOA for the duration of the construction period. No further signs of contractors, subcontractors, suppliers, finance companies or any other party may be erected on the site without the necessary approval by GVHOA. Builder's boards must be removed no later than one month after the construction has been completed.
- 3.1.4 Prior to the commencement of building work a reinforced screen may be erected where necessary in the discretion of the Contractor.
- 3.2. To cover possible expenses due to non-compliance with GV rules and regulations, a Contractor may be required by the Developer to pay a deposit in the amount of R10 000.00 per building site to the GVHOA before any building operations are allowed to commence.
- 3.2.1 The GVHOA may in its sole and absolute discretion deduct amounts from the deposit to recover expenses incurred in respect of non-compliance with all rules applicable to GV. The GVHOA will inform the Purchaser / Building Contractor of the nature of the offence and the amount deducted therefore.
- 3.2.2 Should any deduction be made and confirmed by the GVHOA the Purchaser / Building Contractor will be obliged to restore the deficit immediately.
- 3.2.3 Any amount remaining of the deposit amount after completion will be refunded to the Purchaser / Building Contractor.
- 3.2.4 If the dwelling is sufficiently complete, that the Purchaser may be granted occupation, provided any outstanding or incomplete work listed in the inspection report must be fully completed within 3 months of the date of the HOA occupation certificate. No deposit will be refunded if the Purchaser / Contractor fails to fully complete the improvements in terms of the approved plan and specifications within this 3 (three) month period.
- 3.2.5 The amount of the Deposit may vary in the sole discretion of the Developer at the time of appointment (refer 2.1 above).

4. THE CONTRACTOR'S RESPONSIBILITY

- 4.1 Contractors are, at all times, responsible for their sub-contractors, suppliers and employees, guests, invitees and agents while in GV.
- 4.2 The Contractor is responsible for any person making deliveries to GV. Any damages caused by his own employees, subcontractors or vehicles delivering materials to his erf, will make him liable for any damages that may occur within

GV. Any damage to GV including, but not limited to, damage to kerbs, roads, street lights, distribution boxes, plants, irrigation and/or damage to private property in GV caused by the Contractor, its sub-contractors, agents, employees, guests or invitees is the responsibility of the Contractor. In addition, the Contractor will be responsible for any damage caused to common areas in the immediate surroundings of his erf to an extent to be determined by the GVHOA in its sole and absolute discretion.

- 4.3 The Works shall be at the risk of the Contractor who hereby indemnifies the GVHOA against any liability, loss, claim or proceeding whatsoever arising out of damage caused thereto and undertakes to insure against all risks normally included in a Contractors' All Risks and Public Liability Insurance.

5. MUNICIPAL AND COMMUNICATION SERVICES

- 5.1 A prepaid electrical meter and a water meter, exclusively of a type and specification as directed by the Municipality, shall be installed by the Developer at his own cost.
- 5.2 All the conditions, processes and fees payable for the connection of water, sewer and electricity in terms of the Municipal by-laws apply and are the responsibility of the Purchaser.
- 5.3 All dwellings must be equipped with data communication installed by the fibre contractor and the Contractor must make provision for the slide box, conduit, electrical sockets and sleeves for fibre optic cabling as required for the installation thereof. The Developer will appoint the Fibre contractor.

6. BUILDING ACTIVITIES

6.1 Limits of building activity

All activities relating to the construction must be confined within the boundaries of the erf upon which construction is taking place. This relates to location of staff, site material, storage bins etc. If any material needs to be stored outside the erf boundaries, written permission must first be obtained from the GVHOA. Approval or refusal of such requested permission shall be solely at the discretion of the GVHOA.

6.2 Erf presentation

The Contractor will be expected to keep the appearance of his building erf neat and tidy and free of litter at all times. Excess soil and plant material that results from levelling the erf must be removed from the erf once excavation is completed. The street in front of the erf must be swept regularly. The Estate Manager, or his representative, may at any time request the Contractor to clean the site, if in their opinion, the site is untidy.

6.3 Cleaning of vehicles/equipment

Washing of vehicles and equipment will not be allowed in GV and must be carried out elsewhere.

6.4 Fires

No fires will be allowed in any part of GV including the building site without the prior written approval of the GVHOA.

6.5 Ablution facilities

Contractors must make adequate provision for temporary chemical toilets or flush toilet for the use of their employees and positioned on the site as directed by the GVHOA in its sole and absolute discretion. The Contractor shall provide water and washing facilities on site.

6.6 Spoil of excess material and building rubble

The Contractor must make adequate provision for the removal of building rubble and excess material. No material or building rubble may be spoiled in GV.

6.7 Placement of litter bins on site

All litter must be placed in litter bins (weatherproof container/skip with a lid) within the fenced boundaries of the erf. Any litter spread outside the erf is to be picked up daily.

6.8 Stockpiling of topsoil

The Contractor shall temporarily stockpile topsoil materials in such a way that the spread of materials is minimised and thus the impact on the natural vegetation.

6.9 Environment

No trees or indigenous shrubs on sidewalks or park areas may be removed without the written permission of the GVHOA. The Contractor shall ensure that fuels and chemicals are stored and handled so as to minimise the risk of spillage and that appropriate steps are taken to prevent pollution in the event of a spill.

The Contractor shall be held responsible for protection against wash away and erosion damage throughout the duration of the works.

7. HOURS OF WORK

7.1 Contractors may only be present in GV during the following public time hours:

Monday – Friday: 06:00 to 17:30

Saturday: 07:00 to 13:00

7.2 Contractors are not allowed into GV on Sundays, Public Holidays and the annual builders' recess.

8. WATCHMEN

Will be allowed in phase one of the GV development.

9. VEHICLE SIZES ALLOWED

9.1 Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering GV:

9.2 No trucks with trailers will be allowed.

Only fixed axel designed vehicles will be allowed.
No "horse and trailers" will be allowed in GV without prior written permission by the GVHOA.

- 9.3 Maximum length: 9.1m
Maximum width: 2.6m

Maximum gross mass: 20 000 Kg
Maximum axel weight: 8 000 Kg

- 9.4 Vehicles larger than the above will be denied access to GV.

10. DELIVERIES TO CONTRACTORS

10.1 General deliveries

Contractors will, at all times, be responsible for deliveries to the building site.

All delivery times will be limited to times as defined under 7.1 above. Size of delivery vehicles will be limited as defined under 9 above.

Deliveries to the building erf will take place only from the street frontage of the erf unless prior arrangements have been made with the GVHOA.

The Contractor has the responsibility of advising the entrance security staff of deliveries.

10.2 Concrete deliveries

The delivery of concrete has the potential of causing the most damage to the road surface and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. Drivers of concrete delivery vehicles must be made aware of environmental issues by the contractor before their first delivery to the site.

10.3 Washing of concrete delivery vehicles

The washing of concrete delivery vehicles must take place within the confines of the erf and spillage and runoff must be contained within the erf. Under no circumstances may concrete be spilled onto the road surface and the Contractor will be held responsible for the repair to the road if this occurs.

11. STORAGE CONTAINERS

The Contractor will be permitted to erect containers within the boundaries of the erf to the maximum height of 2.4m.

12. SURVEY BEACONS

The Contractor is responsible for maintaining the boundary pegs.

13. SECURITY

- 13.1 The development is located in a secure and controlled environment.
- 13.2 The Contractor must at all times adhere to the instructions of security personnel appointed by the GVHOA.
- 13.3 Contractors and delivery vehicles may only use the Contractors' Gate and will not be allowed to use the main entrance gate.
- 13.4 Employees must be transported by vehicle to the relevant building site and will not be allowed to walk around in GV other than for purposes to complete the construction of the dwelling.
- 13.5 All Contractors, their employees and sub-contractors must be registered for access by the GVHOA before starting work on site.
- 13.5.1 Contractors must notify GVHOA when employees are no longer in their employment.
- 13.6 All Contractors and their employees must complete the GV induction program.

14. TRAFFIC CONTROL

- 14.1 For security and safety reasons the speed limit in GV for all Contractors' vehicles is limited to 30 km ph. The contractor is responsible for ensuring that all his employees, sub-contractors and delivery vehicles adhere to this rule.
- 14.2 Parking of vehicles must be confined to within the boundaries of the building erf. No parking on other erven, pavements, road verges in GV will be allowed without permission from GVHOA.
- 14.3 None of the Contractors' vehicles will be allowed to be overloaded with materials or personnel.
- 14.4 The Contractor is responsible for all his employees, subcontractors and delivery vehicles to be conversant with the security and traffic rules.

15. BUILDING PLAN CONTROLS

- 15.1 The building Contractor must ensure that a copy of the signed Municipal approved building plan is available on the erf at all times for inspection by the GVHOA representative.
- 15.2 Any variations to the approved building plans must be approved by the Developer's architect and may not be implemented before the approved variation is available to the Contractor / Purchaser.

16. ROADS AND ROAD VERGES

- 16.1 Contractors must ensure that the road in front of their building site is at all times swept clean. This is to minimize damage and ensure longevity of the road surface.
- 16.2 Contractors must ensure that kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.
- 16.3 Building material must be stored on the erf. Special permission may be obtained from the GVHOA, in its sole and absolute discretion, to store material in the road reserve directly in front of the building site, or on other approved locations should the need arise.

17. ADVERTISING

- 17.1 The Contractor must place an approved A1 size builder's board as per GVHOA specifications on the Erf indicating the erf number, the name of the contractor and the architect for the duration of the construction period.
- 17.2 A new builder's board is to be procured for each building site.
- 17.3 The sub-contractors of the Contractor may not place any advertising material in GV.

18. ELECTRICITY SUPPLY

The GVHOA shall not be liable for damages, expenses or costs caused to Contractors for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity.

19. GENERAL CONTROLS

A representative of the Contractor must be available on the erf during working hours and be authorised to receive all correspondence addressed to the contractor.

20. OCCUPATION AND COMPLETION OF CONSTRUCTION

- 20.1 Occupation certificates will only be issued by the Council on confirmation by the GVHOA that the completed works substantially conform to the plans approved by the GV Design Review Committee (GV DRC) and the Municipality.
- 20.2 The outstanding or incomplete work (if any), as listed in the inspection report of the GVHOA representative, must be completed within 3 months of the date of the GVHOA occupation certificate.

21. BUILDING PERIOD

All houses must be originally constructed in accordance with the Architectural Guidelines within a period of 6 – 8 months from commencement.

22. BREACHES

- 22.1 Breach of any of the aforementioned requirements will result in the GVHOA calling upon the Contractor and or Purchaser to immediately rectify the breach and in the event of the Contractor not responding promptly, the GVHOA will appoint an independent contractor to rectify the breach and recover the remedy cost from the contractor.
- 22.2 In the event of any breaches of the Building Contractors Code of Conduct, the Contractor or Purchaser may be subject to a penalty for non-compliance. Penalties vary on a sliding scale from R500.00 to R5000.00 per transgression as determined by the GVHOA or such other sanction as the GVHOA sees fit to impose. Such other sanctions may include, but shall not be limited to, building stop orders. Any such action will be at the sole and absolute discretion of the GVHOA.
- 22.3 The penalty is over and above the cost of rectifying the problem and/or damage.

23. CONTRACTOR'S DETAILS AND DOMICILIUM

Contractor:

Contact Person:

Physical Address:

.....

Postal Address:

.....

E-mail Address:

Telephone No:

Fax No:

Cell phone No:

Erf No:

24. PURCHASER'S DETAILS AND DOMICILIUM

Purchaser:

Physical Address:

.....

.....

Postal Address:

.....

E-mail Address:

Telephone No:

Fax No:

Cell phone No:

Erf No:

25. BANKING DETAILS FOR RETURN OF DEPOSIT

Bank:
Branch:
Branch Code:
Account Name:
Account number:
Account Type:

26. ARCHITECTS' DETAILS AND DOMICILIUM

Architect:
Contact Person:
Physical Address:

Postal Address:
.....

E-mail Address:

Telephone No:

Fax No:

Cell phone No:

Erf No:

The Purchaser indemnifies the GVHOA and his service providers, employees and contractors against any cost or damages whatsoever arising from actions taken by the implementation of this Code of Conduct and against any loss caused by the breach of this Code of Conduct.

Signed at on the day of20.....

For and on behalf of the
Contractor

Signed at on the day of20.....

For and on behalf of the
Purchaser

Signed at on the day of20.....

For and on behalf of the
GVHOA

GLEN VILLAGE ESTATE, CONDUCT & MANAGEMENT RULES



1. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 1.1 Owners and occupiers of property shall observe and shall ensure that their visitors and guests:
 - 1.1.1 Observe any road signs on the common property;
 - 1.1.2 Do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees not to be in the interests of safety; and
 - 1.1.3 Do not allow any unlicensed person to drive any vehicle within the common property;
- 1.2 Hooters shall not be sounded within the common property other than in emergencies;

- 1.3 The use of the owners' and occupiers' parking bays and garages is limited to the parking of light motor vehicles, caravans, boats, trailers and the like ;
- 1.4 Damaged vehicles and vehicles that are not in general use, drop oil or brake fluid onto the common property or that are not road- worthy may not be parked on the common property other than for such short periods as may be approved by the trusteesand then only with their prior written consent;
- 1.5 No persons may dismantle or effect major repairs to any vehicles on any property of the common property;
- 1.6 The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property in contravention of these rules;
- 1.7 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the association or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequences of his vehicle having been parked on the common property;
- 1.8 Vehicles may not travel in excess of 20 (twenty) kilometers per hour on any property of the common property;

2. CYCLES

The use of soapbox carts, scramblers, skate boards, roller skates, quad bikes etc. on the common property is prohibited.

3. LAUNDRY

An owner or occupier of a property shall only be allowed to hang linen or clothing on his property in a place especially designated therefore which is suitably screened from the common property and other property. Any linen or clothing so hung shall be at the sole risk of the owner thereof. No carpets or washing may be hung over any walls.

4. REFUSE DISPOSAL

Any owner or occupier of a property shall:

- 4.1 Place all his refuse within the Refuse Area designated by the trustees in writing for collection thereof;
- 4.2 Ensure that before refuse is placed in such Refuse Area it is securely wrapped, or in the case of tins or other containers, completely drained; and
- 4.3 For the purpose of having the refuse collected, place all his refuse within the Refuse Area at the times designated by the trustees in writing; and
- 4.4 Not allow any of his/her/its possessions whatsoever or rubbish, debris, dirt or refuse to be left on any part of the common property; and
- 4.5 At all times comply and adhere to the George Municipality Scheme Regulations regarding refuse.

5. NOISE

5.1 An owner or occupier shall:

5.1.1 Ensure that he and his visitors or guests do not make or create undue noise;

5.1.2 Not cause or permit any disorderly conduct of whatsoever nature either in or on his property and/or the common area;

5.1.3 Not do or permit any act to be done in or about his property and/or common property, which shall constitute or cause a nuisance or inconvenience to owners or occupiers of other property or to the association and any other employee of the association;

5.2 Radios, musical instruments, record players, TV sets and home movies must be used in such manner as not to be heard in adjoining properties or on the common property;

5.3 Intercoms, car radios and car telephones must be switched off when cars are parked on the common property.

5.4 Silence must be maintained between 22h00 and 07h00.

5.5 Motor hooters may not be sounded unless used to warn or in case of an emergency.

6. GARDENS

- 6.1 All gardening and landscaping shall be strictly done in accordance with the architectural and development guidelines forming part of the Constitution of the association;
- 6.2 No plant or flower may be picked from nor any damage caused to the garden areas on the common property and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way without the prior written consent of the trustees;
- 6.3 The trustees shall be responsible for the mowing of lawn areas and the trimming of edges of common property but the responsibility for the upkeep and maintenance of the garden areas within the property shall rest with owner or occupier.
- 6.4 Private gardens must at all times be kept neat.
- 6.5 Garden tools and other equipment must not be kept in any place where it will be in view from residential units or any portion of the common property.'
- 6.6 Braaivleis equipment shall only be allowed outside THE residential unit in use.
- 6.7 All private gardens and lawns must be regularly watered and at all times kept tidy.
- 6.8 No creeper plants which may damage the paint work of the any improvement or unit may be planted on any property.

7. ACTIVITIES ON COMMON PROPERTY

- 7.1 Occupants must supervise their children and the children of their visitors so that no damage or nuisance is caused to the property of other owners and common property. in particular children may not interfere with the plants, decorations, house numbers, exterior lights, lights and the like;
- 7.2 No hobbies or other activities may be conducted on the common property if they would cause a nuisance to the other owners.

8. SIGNS AND NOTICES

The owner or occupier of a property shall not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or a property so as to be visible from the outside of the property.

9. LITTERING

Any owner or occupier of a property shall not deposit, throw, or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

10. STORAGE OR INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

Any owner or occupier of a property shall not store any material, or do, permit or allow to be done, any other dangerous act on any property of the property, which will or may increase the rate of the premium payable by the association or any owner of any insurance policy.

11. ERADICATION OF PESTS

An owner or occupier of a property shall keep his property free of ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agents, and their duly authorised agents or employees, to enter his property from time to time for the purpose of inspecting the property and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection and eradication of any such pests as may be found within the property, and replacement of any woodwork or other material forming part of such property, which may have been damaged, by any such pests, shall be borne by the owner or occupier of the property concerned.

12. EXTERIOR

- 12.1 The owner or occupier of a property shall not place or do anything on any part of the common property, including balconies, patios, stoops and gardens which, in the sole discretion of the GAC is aesthetically displeasing or undesirable when viewed from the outside of the property;
- 12.2 No owner, except with the written approval of the trustees, shall undertake alterations or additions, to the exterior of the property. Especially, no security fencing including spikes, razor wire and electric fencing, may be erected within the complex. Any such existing fencing shall be removed once the permanent perimeter fencing is complete;
- 12.3 All exterior paintwork must conform to the color scheme of the scheme.

- 12.4 all and any alterations or additions, to the exterior of any property, if approved by the trustees in writing, must adhere in all aspects to the Architectural and Design Guidelines of the association.
- 12.5 All of the owners and occupiers as well as the trustees, is subject to the Architectural and Design Guidelines of the association (ACC).

13. PETS

- 13.1 A property shall have a maximum number of 2 small to medium size pets only. Application must be made to the Trustees before occupation with relevant details pertaining to the pets. The Trustees have the discretion to permit or refuse such application.
- 13.2 Each Member shall ensure that their pets remain within the boundaries of his/her Property at all times. Pets are not allowed to move freely outside his/her Property without a leash.
- 13.3 Each Member takes responsibility for its own pets and is liable for any damages or injuries that a pet may cause another Member or damage to the Estate. The Member hereby indemnifies the Association and the Trustees against any claims in the regard and accepts liability without reservation.
- 13.4 No kennel or other accommodation for any pet kept by a member may be visible from any place on the common property or from neighboring residential units.
- 13.5 The removal of any excrement left on the common Property shall be the responsibility of the member concerned.
- 13.6 The privilege to keep an animal on the premises can be withdrawn by the association if such an animal is a nuisance, is too large or too aggressive in the exclusive discretion of the association.

14. PROPERTY TRANSACTIONS AND VILLAGE RULES

- 14.1 The Developer reserves the sole and exclusive right to sell and appoint Estate Agents during the Development Period. The Developer reserves the sole and exclusive right to sell and appoint Estate Agents for purposes of resales during and post the Development period for an additional 36 months from date of completion of the Development Period.
- 14.2 The Estate agent must be accredited by the association provided that:
- 14.2.1 Such agent has signed an agreement with the association in terms of which such agent agrees to abide by the procedures applicable to the sale and/or lease of the property as prescribed by the association;
 - 14.2.2 That they undergo induction by the association in respect of the rules and conditions under which a purchaser and/or tenant acquires and/or leases any property within the Village;
 - 14.2.3 The association reserves the right to review any procedures and/or policies applicable to the accreditation of any Estate agent from time to time in its sole discretion;
- 14.3 The Member and each accredited agent shall ensure that a prospective purchaser and/or tenant is informed of and receives a copy of the Constitution and these Rules which shall be attached as an annexure to any Deed of Sale or Lease Agreement concluded with such prospective purchaser and/or tenant;

14.4 The accredited agent shall furthermore be obliged to complete and submit the prescribed "Estate agent application form for access card" to the association prior to any access disks being issued to such accredited agent; (a separate form shall be required for each individual).

15. SECURITY RULES

15.1 Security guards shall not under any circumstances be abused;

15.2 Security protocol at the gate houses shall be adhered to at all times. Under no circumstances shall residents or any person other than security personnel or trustees be allowed into the gatehouses;

15.3 The ID card system for permanent workers, temporary workers, contractor and sub-contractor representatives must be diligently enforced by every member of the association with respect to his employees and contractors and sub-contractors;

15.4 Gardeners and domestics workers must visibly display the security access tags at all times;

15.5 All residents must ensure that visitors and invitees adhere to security protocol;

- 15.6 Residents are requested to always treat the security personnel in a co-operative manner;
- 15.7 All Members must ensure that contractors and/or sub-contractors in their employ adhere specifically to the security stipulations of the contractor's registration form;
- 15.8 Security related incidents must be reported to the security control room immediately;
- 15.9 Except for the trustees, no other person or security officer shall authorize a deviation from these Rules;
- 15.10 Security guards shall be treated with the necessary respect at all times by members and visitors.
- 15.11 No electric fences may be erected inside the Village boundary;
- 15.12 No property shall be secured with razor wire or similar fencing during or after the construction period;
- 15.13 Residents are responsible for keeping any overgrowth at least 500 mm clear of the electrified boundary fence and shall advise any visitors of the dangers pertaining to such electric fences;
- 15.14 No resident may issue instructions to or countermand the standing instructions to security personnel;
- 15.15 Access cards shall not be utilized by anyone other than the

Member and/or registered user and shall not be lent to other persons; a breach of this Rule shall entitle the association to levy a fine on the responsible Member;

15.16 Visitors to the Village must produce either a driver's license, valid ID book or passport for access to the Village, failing which such visitors may be refused entry;

15.17 Contractors/sub-contractors, visitors and employees may be requested to produce valid identification documentation by the association;

15.18 Members shall comply with the security protocols and other directives as published from time to time relating to security issues (including but not limited to access to/ingress from the Village, monitoring and supervision of staff, safety precautions (including with respect to children, pets, vehicles, etc.), fire prevention and control and, without limiting the meaning of the foregoing, such measures as are necessary from a security and security related perspective to implement the orderly management and control of the Village and the safety and security of persons and property); these security protocols which shall be delivered to the Members shall be considered, to the extent that same contain any obligations and/or restrictions to comprise of these Rules.

16. DISCIPLINARY RULES (Provisions of Constitution)

16.1 In the event of any breach of these Rules by a Member/resident/visitor/occupants/contractor/ sub-contractor and/or Estate agent or any other person bound by these Rules (the "defaulting party"), the trustees shall be entitled to:

- 16.2 Request the defaulting party to provide an explanation, or apology in writing; or
- 16.2.1 Issue a reprimand (orally or in writing) and request such defaulting party to cure such breach within a period prescribed by the trustees in their sole discretion; or
 - 16.2.2 impose a fine in terms of the schedule of transgressions and fines (“the schedule”), as amended by the trustees, in their sole discretion, from time to time, and/or
 - 16.2.3 Withdraw any previously given consent applicable to the particular matter to which such default pertains; and/or
 - 16.2.4 Take such further action as the trustees may deem fit in order to enforce these Rules;
- 16.3 Should the trustees impose a fine in respect of any transgression and where the defaulting party is a Member, or a visitor , contractor or subcontractor of the Member, such fine shall form part of the levy as provided in the Levy Rules;
- 16.4 In the event of an imposition of a fine and where the defaulting party is not a Member, such fine shall be payable on demand by the Member;

- 16.5 The association and/or the trustees, as the case may be, shall be entitled to take such action and impose such penalties in terms of these Disciplinary Rules as they deem fit, from time to time;
- 16.6 In the event of repeated breaches of a particular Rule by a defaulting party, the trustees shall be entitled, but not obliged, to escalate the fines which may be imposed in respect of such breach in terms of the Schedule by 25% (twenty five Percent) on each and every occasion that such breach re-occurs;
- 16.7 The decision of the trustees regarding the enforcement of these Rules and the imposition of any sanctions in terms of these Disciplinary Rules shall be final and binding;
- 16.8 Should a defaulting party dispute that he has committed a breach of any obligation in terms of the Rules, he shall be entitled to deliver a submission, in writing, to the trustees within a period of not more than 7 (seven) days from the date of expiry of the period of demand contained in a notice delivered to the affected defaulting party;
- 16.9 Against receipt of such notice, the committee of trustees of the Constitution shall convene a meeting no later than 14 (fourteen) days after receipt of such notice;
- 16.10 The proceedings of such a meeting of trustees shall comply with the principles of natural justice;
- 16.11 The decision of the trustees shall be final and binding upon the association and the defaulting party;

- 16.12 However, the provisions of this Clause shall not preclude any party from seeking any urgent or interim relief from a Competent Court;
- 16.13 Members acknowledge that they are responsible, as provided in these Rules, for the acts and omissions of their family, employees, contractors (and sub-contractors), visitors and invitees and that the exercise by the trustees of any rights insofar as an offending party (who is not a Member) is concerned shall not relieve the Affected Member from his obligations, nor abrogate from the rights of the trustees to exercise any right or enforce any remedies against such Member arising from the offending breach of these Rules.

17. GENERAL PROVISIONS

- 17.1 The association or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a property or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual properties by reason of any defect in the common property, its amenities or in the individual properties or for any act done or for any neglect on the part of the association or any of the associations employees, servants, agents or contractors;
- 17.2 The association or its agents, representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property;
- 17.3 No business or trade may be conducted on the common property or in the properties except in accordance with municipal regulations for residential areas and in such a way that no nuisance is caused to other residents;

- 17.4 No auctions or jumble sales may be held on the common property or in the properties;
- 17.5 No firearms or pellet guns may be discharged on the COMMON property;
- 17.6 No stones or other solid objects may be thrown or propelled on the common property;
- 17.7 Any owner or occupier causing damage to any areas of the common property shall be liable to make good such damage at his own cost;
- 17.8 Should an owner or occupier, his family, his tenants, his visitors or those of his family, his tenants or his visitors cause any damage of whatsoever nature to the common property, the owner or occupier shall be liable to reimburse the association for the cost of repairing such damage.
- 17.9 Each member must make sure that he/she has a torch, candle or such light source at his disposal in the event of power failures.
- 17.10 No residential unit shall be left unoccupied by a member for longer than 6 (six) months of each year.

