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# BERGHOF ESTATES

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Constitution



2014  
VERSION 1  
BERGHOF ESTATES, ONRUSRIVIER, HERMANUS

# CONSTITUTION OF BERGHOF HOME OWNER'S ASSOCIATION

## 1. NAME

The name of the association is Berghof Home Owner's Association.

## 2. DEFINITIONS

In this constitution, unless the context indicates the contrary:

- 2.1 The "Association" shall mean Berghof Home Owner's Association.
- 2.2 "The Area" or "Township Area" shall mean a portion of the Remainder of Erf 3710 Onrustrivier or any sub-division thereof excluding Erf 4725 Onrustrivier.
- 2.3 "Person" shall include a Company, Close Corporation, Partnership, Trustees for the time being of a Trust, Club or other Association of persons entitled by law to hold title of immovable property.
- 2.4 "Member" shall mean a member as defined in clause 5 hereof.
- 2.5 "Unit" shall mean an erf together with a dwelling, outbuilding(s), garden, driveway and all improvements of a permanent nature.
- 2.6 "The Developer" shall mean Topsiprops (Pty) Ltd or its successors in Title.
- 2.7 "The Committee" shall mean the committee of the association as constituted in terms of clause 6 hereof.
- 2.8 "Financial Year" shall mean the period commencing of 1<sup>st</sup> March in a particular year and terminating of the last day of February of the following year.
- 2.9 "Design Guidelines" shall mean the design guidelines attached hereto as Annexure "A".
- 2.10 Words imparting the singular shall include the plural and the converse shall also apply; the masculine gender shall include the feminine and neuter genders.

## 3. HEADNOTES

The head notes to the clauses in this constitution are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

## 4. OBJECTS OF THE ASSOCIATION

- 4.1 Promote and enforce standards, not the least of which should be the congenial atmosphere in the Area in such a way that members may derive the maximum collective benefit therefrom.
- 4.2 Promote and enforce acceptable aesthetic, environmental and architectural styles and design criteria for the Area in order to achieve harmonious development thereof, to enhance the ambiance thereof and in particular to preserve the sea view of property owners.
- 4.3 To control, regulate, maintain and improve the private open space in the Area and all communal facilities thereon and to control and maintain all services, roads and amenities in the Area for the mutual benefit of members.
- 4.4 To ensure that members satisfactorily maintain their erven in the area and the buildings thereon.
- 4.5 In general to do everything necessary to promote the well being of all residents of the area.

## **5. MEMBERS**

- 5.1 The Association shall be constituted without capital, and membership thereof shall be evidenced by registered ownership in the Deeds Registry in Cape Town of one or more erven in the township Area. Upon registration of ownership, membership of the Association shall be automatic, and members shall be obliged to comply with the provisions of this Constitution. No person shall be entitled to cease to be a member of the Association while remaining the registered owner of an erf in the township Area.
- 5.2 Each member shall be entitled to one (1) vote for each erf registered in the member's name in the Area. Multiple ownership of an erf in undivided shares shall constitute only one membership, which membership shall be represented by one individual.
- 5.3 Membership shall be transferred by the registration of a Deed of Transfer in the Deeds Registry, Cape Town, passing transfer of one or more erven in the Area from the previous member to the new member.
- 5.4 Should the registered owner or his successor in title sell, donate or in any manner alienate or transfer his property, the contract in respect of such sale, donation, alienation or transfer of the erf shall be subject to the approval of the committee, which approval shall not be unreasonably withheld. The cession of a member's interest in a Close Corporation or change in the controlling interest in the shareholding in a company will be deemed to be a transfer of property for the purposes of this clause.

- 5.5 Every member shall pay such levy as determined by the Association from time to time in order to implement the provisions of this Constitution.
- 5.6 The liability for the payment of levies shall commence on the member taking transfer of any one or more erven and shall be payable monthly in advance.

## 6. **COMMITTEE**

The powers of the Association, other than those exercised by members in General Meeting, shall be exercised by the committee.

### 6.1 Composition:

- 6.1.1 The number of committee members shall be determined from time to time by the members of the Association in General Meeting, provided that there shall be not less than three (3) nor not more than (5) committee members.
- 6.1.2 The committee shall consist of a chairman, secretary/treasurer, and one (1) member. Three committee members shall form a quorum. Until such time as all the erven are sold, the quorum shall consist of the developer/representative plus 2 committee members. All matters at any meeting shall be determined by a majority of those present and voting. In the event of an equality of votes, the Chairman of any meeting shall have the casting as well as a deliberative vote but remains subordinate to clause 6.2.3.
- 6.1.3 Committee members shall receive no remuneration but will be entitled to a refund of expenses incurred in the execution of their duties within the budget as approved by the members of the Annual General Meeting.

### 6.2 Election at Annual General Meeting:

- 6.2.1 Committee members shall be elected annually at the Annual General Meeting and shall, subject to the provisions herein contained, remain in the office until the following Annual General Meeting.
- 6.2.2 Only members and their spouses duly authorised by written Power of Attorney by such member shall be eligible for election to the committee.
- 6.2.3 Until such time that all the erven in the development shall have been sold and transferred from the Developer to third parties, the Developer shall:
- a) be represented on the Committee by one of its shareholders or a person duly nominated by the Developer in writing to represent the Developer at any Annual General Meeting, Special General Meeting and any Committee Meeting; and
  - b) have a right to veto all Resolutions taken by an Annual General Meeting, a Special General Meeting and any Committee Meeting.
  - c) Clause (a) and (b) above are for the sole benefit of the developers and can be waived by the developers at any time.
- 6.2.4 Nominations of candidate for election to the committee at any meeting shall be in writing, signed by two (2) members and accompanied by the written consent of the

candidate nominated, so as to be received at the domicilium of the Association not later than forty-eight (48) hours before the meeting.

- 6.2.5 Committee members may fill any vacancy in their number or co-opt any additional member, provided that the number of committee members shall not exceed five (5). Any committee member so appointed or co-opted shall hold office until the next Annual General Meeting when he shall retire and be eligible for re-election as though he had been elected at the previous Annual General Meeting.

6.3 Vacation of Office:

A committee member shall cease to hold office as such if:

- 6.3.1 by notice in writing to the committee, he resigns his office;
- 6.3.2 he is or becomes of unsound mind;
- 6.3.3 he surrenders his estate as insolvent or his estate is sequestrated;
- 6.3.4 he is convicted of an offence which involves dishonesty;
- 6.3.5 he absents himself from three (3) consecutive meetings of the committee without special leave of absence from the committee;
- 6.3.6 by resolution of a General Meeting of the Association, he is removed from his office;
- 6.3.7 he ceases to be a resident member;
- 6.3.8 casual vacancies on the committee may be filled by co-option subject to confirmation at the next Annual General Meeting.

6.4 Meetings and Procedures thereat:

- 6.4.1 Committee members may give seven (7) days written notice convening meetings, meet together for the dispatch of business, adjourn or otherwise regulate their meetings as they think fit. It shall not be necessary to give notice of a meeting to any committee member for the time being absent from the Republic.
- 6.4.2 A committee member may at any time convene a meeting of the committee by giving to the other members no less than seven (7) days written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting; provided that in cases of urgency such shorter notice as is reasonable in the circumstances may be given.
- 6.4.3 At the commencement of this first meeting of the committee after each Annual General Meeting, committee members shall elect a Chairman from their number who shall hold office as such until the end of the next ensuing Annual General Meeting and such Chairman shall have a casting as well as a deliberative vote. If any Chairman vacates his office or is removed therefrom by the members at a General Meeting, then the committee members shall elect another Chairman who shall hold office for the remaining period in respect of which the first mentioned Chairman was elected and he shall have the same rights of voting.
- 6.4.4 All matters at any meeting of the committee shall be determined by a majority of those present and voting.

6.5 Powers and/or duties of the committee:

The management and administration of the Association shall be vested in the committee which may exercise all such powers of the Association and do, on behalf of the Association, all such acts as may be exercised and done by the Association

itself and as are not in its Constitution required to be exercised or done by the Association in General Meeting. Without in any way limiting the generality of the foregoing, such powers and/or duties shall include, but not be limited to the following:

- 6.5.1 the determination of what constitutes appropriate standards for community living and the maintenance of properties in the Area;
- 6.5.2 the performance of such acts as are necessary to accomplish the objects expressed or implied herein.
- 6.5.3 the investment and re-investment of monies of the Association not immediately required, in such manner as may from time to time be determined;
- 6.5.4 the operations of banking accounts with all powers required by such operations;
- 6.5.5 the making of, entering into and carrying out of contracts or agreements for the benefit of the Association;
- 6.5.6 the employment and payment of agents, servants and any other parties;
- 6.5.7 to institute proceedings in the name of the Association, to defend actions in the name of the Association and to appoint legal representatives for this purpose; in particular and without derogating from the generality of the foregoing, the power to sue shall include the right to sue members for the payment of arrear levies and/or for the carrying out of their obligations in terms of the Constitution;
- 6.5.8 to make regulations and rules applicable to all owners and inhabitants of the Area in order to accomplish the object of the Association;
- 6.5.9 performance of such acts as are required to ensure the security of persons and property in the Area;
- 6.5.10 the amendment and repeal of provisions of the Constitution or rules which shall be binding upon members as if they form part of this constitution (provided that such amendments have been passed at an Annual General Meeting or at a Special Meeting of members called for that purpose in accordance with the provisions contained in clause 7.3.3 hereunder and the prior written Consent of all the Relevant Authorities have been obtained) and the formation of sub-committees and the delegation of such powers to such sub-committees as may be deemed necessary;
- 6.5.11 levying of a charge payable by members as provided in clause 9 hereof and, subject to the said clause, the determination, from time to time and as frequently as they may, in their sole and absolute discretion, consider necessary or expedient, of the amount of the levy to be paid to the Association by its members;
- 6.5.12 appointment of a qualified practising Architect to assist the Committee in exercising its power in terms of this constitution;
- 6.5.13 assess and impose a scrutiny fee payable in order to implement clause 15;
- 6.5.14 the keeping of proper administration and accounting records;
- 6.5.15 the prescription and approval of plans in accordance with the Design Guidelines of the architectural style and the materials to be used in respect of any buildings to be erected or in respect of any alterations or additions to be carried out to existing buildings and in particular to control the exterior design of such buildings and the materials and colours used so as to ensure an attractive, aesthetic and pleasing character to the buildings in the Area;
- 6.5.16 the provisions of 6.5.15 shall apply mutatis mutandis to other site works on a member's property, including but not limited to, fences, pergolas, boundary walls and paving;

6.5.17 the appointment of an auditor or a person qualified to act as financial officer of a Close Corporation to do an annual audit of the Association's financial records.

6.6 Validity of Acts of Committee Members:

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

6.7 Indemnity:

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

## **7. MEETINGS**

7.1 Annual General Meetings shall be held once in every year at such time and place as may be determined by the committee, but so that no more than fifteen (15) months shall be allowed to elapse between any two (2) such successive meetings. A quorum at all General Meetings shall consist of not less than 1/3 (One Third) of the number of members of the Association. The business to be done at the Annual General Meeting shall include:

7.1.1 a report on the affairs of the Association;

7.1.2 the adoption of the Balance Sheet and accounts for the past financial year;

7.1.3 the adoption of an annual budget for the next financial year;

7.1.4 the consideration of any Resolution concerning the affairs of the Association of which due notice has been given;

7.1.5 the election of members of the committee;

7.1.6 any other business.

7.2 An Annual General Meeting shall be convened by not less than twenty-one (21) days notice in writing to every member's last known address and the Minutes of the previous Annual General Meeting, the financial accounts for the previous year, agenda, nomination and proxy forms as well as the budget for the next financial year shall be sent to members together with the notice convening the meeting.

7.3 Special General Meetings:

7.3.1 The committee may call a Special General Meeting whenever necessary. Special General Meetings shall also be called upon the written request of not less than 20 (Twenty) members, directed to the Chairman of the committee.

7.3.2 A Special General Meeting shall be convened by not less than fourteen (14) days notice in writing. The notices shall specify the place, day and the hour of the meeting and the general nature of the matter to be discussed. A quorum at all Special General Meetings shall consist of not less than 1/3 (One Third) of the number of members of the Association.

7.3.3 No special resolutions shall be valid unless it is supported by sixty percent (60%) of all the members of the association present or represented at such meeting by proxy.

7.4 Validity of Meeting:

The accidental omission of giving notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate such meeting or its decisions.

7.5 Adjournment:

If a quorum is not present within thirty (30) minutes from the time appointed for the holding of a meeting, the meetings shall, if convened on the requisition of members, be dissolved. In such case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum. All members of the Association shall be given notice of such adjourned meeting.

7.6 Chairman:

At all Meetings, the Chair shall be taken by the Chairman of the committee. In his absence, the members shall elect a Chairman at the meeting provided a quorum is present.

7.7 Votes:

At all Meetings a Resolution put to the vote of the meeting shall be decided on a poll which shall be taken immediately in accordance with the following provision:

7.7.1 each member present in person shall have one (1) vote for every erf registered in his name;



- 7.7.2 each person present as proxy for a member shall have one (1) vote for every erf registered in the name of the member for whom he is proxy;
- 7.7.3 each member and person present as proxy for a member shall orally announce how he cast each vote to which he is entitled as aforesaid;
- 7.7.4 except when stated herein specifically to the contrary, all Resolutions shall be by simple majority of those members present in person or proxy at the meeting and voting;
- 7.7.5 the Chairman of the meeting shall count the votes cast for and against the Resolution and shall declare it carried or lost as the case may be;
- 7.7.6 a declaration by the Chairman of the result of the poll and entry thereof in the Minute Book of the Association shall be conclusive evidence of that fact.

7.8 Incapacity:

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

7.9 Proxy:

- 7.9.1 Votes may be cast either personally or by proxy;
- 7.9.2 The instrument appointing a proxy shall be in writing in the common form, or any form approved by the committee under the hand of the appointer, or of his attorney or agent, duly authorised in writing, or if such appointer is a Juristic person, under the hand of an Officer duly authorised on that behalf;
- 7.9.3 The instrument of appointing a proxy, together with the Power of Attorney (if any) under which it is signed or a certified copy thereof shall be deposited at the domicilium citandi of the Association at least twenty four (24) hours before the time appointed for holding the meeting, or adjourned meeting, at which the person named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof.

7.10 Companies:

Any company or Close Corporation which is a member of the Association shall, by Resolution of its Directors or Members, authorise such person as it thinks fit to act as

its representative at any meeting of the Association and the person so authorised shall be entitled to exercise the same powers on behalf of the Company which he represents as that Company could exercise if it were an individual member of the Association. The foregoing provisions shall apply mutatis mutandis in the case of a Trust, Association, Club or Partnership.

## **8. STATUS OF THE ASSOCIATION**

The association shall be an association:

- 8.1 with legal personality, capable of suing and being sued in its own name, and
- 8.2 none of whose members in their personal capacities shall have any right, title or interest to or in the property, funds or assets of the association, which shall vest in, and be controlled by, the committee in terms hereof, and
- 8.3 not for profit, but for the benefit of the owners and occupants of immovable property situated in the Area, and
- 8.4 with the right to acquire, hold, lease, offer as security and alienate property, both movable and immovable.

## **9. LEVIES**

- 9.1 The Association, through the committee, shall have the power, subject to any restriction imposed or direction given, at a General Meeting:
  - a) to establish for administrative expenses a levy fund sufficient in the opinion of the committee to defray all costs required to accomplish the objects of the Association;
  - b) to require from the members whenever necessary, to pay the levy for the purposes of satisfying any claims against the Association;
  - c) to determine from time to time the amounts to be raised for the purposes aforesaid and the contribution payable by each member in this regard;
  - d) to refuse consent to the transfer or any alienation of an erf in the Area unless any levy or other money due to the committee in respect of the erf concerned have been paid or provision has been made to the satisfaction of the committee for the payment thereof.

- 9.2 Any contribution levied under any provision or sub regulation shall be due and payable on the passing of a resolution to that effect by the committee and may be recovered by the committee by action in any court including any magistrate's court of competent jurisdiction, from persons who are members at the time such resolution is passed. Interest at the prescribed rate shall be payable on all outstanding levy contributions unpaid seven (7) days after it becomes due and payable.

## **10. ACCOUNTS**

- 10.1 The committee shall cause proper books of account of the administration and finance of the Association to be kept at the domicilium of Association, or at such other place or places as it may consider necessary, and shall produce an annual audited Balance Sheet and an Income Statement;
- 10.2 The committee shall cause to be laid before the Association in Annual General Meeting, the annual audited Balance Sheet, as well as an Income Statement.

## **11. DOMICILIUM**

- 11.1 For all purposes arising out of this Agreement, including the giving of notices and the serving of legal process, the Association and each member chooses domicilium citandi et executandi as follows:

11.1.1 the Association: Current Managing Agents as voted in at the last AGM.

11.1.2 each member – at the erf registered in his name whether such erf is vacant land;

Provided that the Association or any member may at any time by notice change his domicilium citandi et executandi to some other address, which new address shall be in the Republic of South Africa and shall not be a Post Office Box or post restante; and provided further that such change shall become effective only fourteen (14) days after receipt of the notice in question.

- 11.2 Any written notice which may be required to be given in terms of this Constitution may be delivered by hand or may be given by the dispatch of such notice in writing by pre-paid registered post to the relevant domicilium citandi et executandi, in which event, such notice shall be deemed to have

been received five (5) days after the posting thereof from any Post Office within the Republic of South Africa, the exhibition of the certificate of registered item shall be full and complete proof of the date of dispatch of the said notice.

## **12. WINDING UP**

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

12.1.1 ninety per cent (90%) of members present or represented at a meeting, duly convened, vote in favour thereof, and

12.1.2 the Developer, whilst it remains the registered owner of any property in the Area, consents thereto; and

12.1.3 the Local Authority consents thereto.

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

## **13. RULES AND REGULATIONS AND AMENDMENTS TO THE CONSTITUTION**

Notwithstanding anything contained herein to the contrary:

13.1 Any proposed:

13.1.1 rule or regulation or any proposed repeal of, or amendment or addition to, any rule or regulation by the committee in terms of clause 6.5.10 hereinabove; and

13.1.2 amendment or addition to the Constitution shall while clause 6.2.3 hereof is in force;

Shall be submitted to the Developer for approval and shall subject to clauses 13.3 and 13.5 hereunder be of no force or effect whatsoever unless and until same has been approved by the Developer.

- 13.2 Any proposed amendment or addition to the Constitution shall, subject to clauses 13.3 and 13.5 hereunder, require the consent of seventy five percent (75%) of the members of the Association in addition to the requirements contained in clause 13.1 hereinabove.
- 13.3 Subject to clause 13.5 hereunder no repeal or amendment to clause 16.6 hereunder shall be of any force or effect whatsoever unless a unanimous decision by all the members of the Association has been obtained.
- 13.4 While clause 6.2.3 hereof is in force, the Developer shall, subject to clauses 13.3 and 13.5 hereunder, notwithstanding the provisions contained in clause 13.2 above, be entitled to make amendments or additions to the Constitution and shall be obliged to send by pre-paid registered post a copy of each amendment or addition to each member.
- 13.5 Any amendments to the constitution and/or Design Guidelines shall require the consent of the Local Authority.

#### **14. INTERPRETATION / DISPUTES**

- 14.1 While clause 6.2.3 hereof is in force, the Developer's interpretation of this Constitution and any Rules of Regulations of the Association shall be binding on the members;
- 14.2 Any other dispute whatsoever between members, including a dispute as to interpretation of this Constitution which arises after clause 6.2.3 hereof no longer applies, shall subject to the provisions of clause 14.5 be referred for decision to a practising Advocate of the Cape Bar of not less than ten (10) years standing, or in the event of a dispute in the case of clause 6.5.17 and 6.5.18 to an Architect of no less than five (5) years standing, agreed upon by the parties to the dispute, who shall then adjudicate the dispute and his decision shall be final and binding upon the parties and capable of being enforced in a Court of Law;
- 14.3 In the event of the parties being unable to agree upon the Advocate who should be appointed to determine the dispute, then he shall be nominated by the President of the Cape Bar Counsel;

- 14.4 In the event of the parties being unable to agree upon the Architect who should be appointed, he shall be nominated by the President of the Cape Provincial Institute of Architects;
- 14.5 Notwithstanding anything to the contrary herein contained, the committee shall at its sole option be entitled to institute proceedings in the Court having jurisdiction for any relief to which it is entitled under the provisions of this Constitution including the recovery of arrear levies.
- 14.6 Should a dispute arise on a matter of interpretation between the English and Afrikaans texts of the Constitution or Rules imposed in terms thereof, the English text shall be accepted as correct.

## **15. SUBMISSION OF PLANS**

Members shall be obliged to submit all and or any building plan, whether such plan is for the construction of new building/s or for renovations, alterations or additions to existing building/s to the committee for examination and approval in accordance with clause 6.5.15 hereinabove prior to the submission of such plan to the Local Authority for approval.

## **16. GENERAL**

- 16.1 The registered owner shall not make any alterations, additions or demolitions to the exterior of the property including boundary walls, fences, landscaping, etc., nor shall he be permitted to paint or change the colour scheme of the outside or exterior of any wall or structure whatsoever without the written consent of the Association.
- 16.2 The registered owner and his successor in title shall permit access to the property by the Association, for the purpose of maintaining, cleaning, renovating, repairing, renewing, altering and adding to any property of the Association or any improvement thereon of any nature, and shall not do anything which will prevent or hinder any such access or work from being done. The cost incurred in the aforementioned regard shall be covered by the levy fund referred to in Clause 9 hereinabove.

- 16.3 No member shall be entitled to dump waste or other material or matter within the area or on any erf and shall be liable for payment of the cost of rectifying the damage or removal of material or goods.
- 16.4 No member shall be allowed to display any advertisement or sign on his erf nor do or suffer to be done on the same anything which in the opinion of the Committee can be noisome, injurious, objectionable or detrimental or a public or a private nuisance or a source of damage or disturbance to any other owner, tenant or occupier of erven in the Area.
- 16.5 Every member shall observe and comply with the laws, ordinances, by-laws and regulations or rules imposed by any statutory or other authority.
- 16.6 No structure, vegetation, hedges, trees or object of whatever nature, exceeding the maximum height for residential buildings laid down by the appropriate local authority shall be permitted on any erf in the Area.
- 16.7 Funds available for investment may only be invested with registered financial institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984 and in shares listed on a licensed stock exchange as defined in the Stock Exchange Control Act, 1985 (Act No 1 of 1985).
- 16.8.1 Notwithstanding anything to the contrary contained herein, it is recorded that Erf 4725 Onrustrivier is excluded from the Area for which the Association is established in terms of Section 29 of the Land Use Planning Ordinance No 15/1985 and that the registered owner from time to time thereof shall not be a member of the Association. The registered owner/s of the aforesaid erf shall, notwithstanding the aforementioned, be entitled to utilise the electric, water and sewerage service take off points installed by the Developer on the boundary of Erf 4725 Onrustrivier which are maintained by the Association. In consideration for the use of the aforesaid service take off points the aforesaid registered owner/s shall be liable for payment of a monthly levy to the Association which levy shall annually not exceed 0,1% of the capital value of the sewer and water reticulation.
- 16.8.2 The registered owner/s from time to time of Erf 4725 Onrustrivier shall, in addition to the right to utilise the services referred to in Clause 16.8.1 above, be entitled to a right of way over a portion of the road in the Area from the public link road to gain access to Erf 4725 Onrustrivier. The said access road shall be maintained by the Association at no cost to the registered owner/s of Erf 4725 Onrustrivier.
- 16.8.3 The rights of the owner/s of Erf 4725 Onrustrivier as contained in Clause 16.8.1 and 16.8.2 above shall be notarially recorded and registered against the title deeds of the said owner/s and of the Association. While Clause 6.2.3

hereof is in force, the Developer shall be entitled to sign all documentation on behalf of the Association required to give effect to the foregoing.”

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*Amended Constitution by Burgers & van Noordwyk - 25 May 2011  
Amended Constitution accepted by Overstrand Municipality - 26 May 2011*

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*Motion carried by all present at the 2014 AGM to include the following item into the Architectural rules:*

*As of the 1 March 2014 all new plot owners must start building on their homes within two years of date of transfer. The building of the home must be completed within 12 months from the start of foundation. A penalty charge of R5000,00 per month will be levied if the building is not completed within three (3) years. The penalty will be charged from the third anniversary of the date of purchase – 12 April 2014*