

“the Trustee Committee” Trustee Committee;	means the Board of Trustees of the Association “a Trustee” means one of the
“Chairman”	means the Chairman of the Trustee Committee;
“Vice-Chairman”	means the Vice-Chairman of the Trustee Committee;
“Auditors”	means the Auditors of the Association;
“the Council”	means WINELANDS DISTRICT COUNCIL;
“Business Day”	means weekdays other than Saturdays, Sundays and Public Holidays;
“LA BELLA VITA WINE ESTATE”	means the group housing development constructed on PORTION 39 of the Farm SIMONSVLEI 791 situate in the PAARL DIVISION, Western Cape Province;
“Special Resolution”	means a resolution passed at a special general meeting of which not less than 21 clear days’ notice has been give specifying the intention to propose the resolution as a special resolution, the terms and effect of the resolution and the reasons for its, and passed, on a show of hands, by not less than three-fourths of the total number of members present at the meeting who, at a minimum, for a quorum for a general meeting;
“Ordinary Resolution”	means a resolution passed at a general meeting of the Association.

- 2.2 Unless the context otherwise requires, any words importing the singular number only shall include the plural number, and vice versa and words importing any one gender only shall include the other two genders.

3 PURPOSE DESCRIBING THE MAIN BUSINESS

The main business of the association is to carry on the promotion, advancement and protection of the owners of the Unit Erven.

4 MAIN OBJECT

provided that anything done in the capacity of a Trustee in good faith, by a person who ceases to be Trustee, shall be valid until the fact that his is no longer a Trustee has been recorded in the Minute Book of the Trustee Committee.

- 11.3 Upon any vacancy occurring on the Trustee Committee prior 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 Trustee Committee.

12 OFFICE OF TRUSTEES

- 12.1 The Trustees shall appoint from among themselves, a Chairman and Vice-Chairman.
- 12.2 The first Chairman, and Vice-Chairman, shall be appointed by the Registered Owner, and such office bearers shall hold their respective office until the first Annual General Meeting following the date of their appointment, provided that any such office shall ipso facto be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason.
- 12.3 Within seven (7) days of the holding of such Annual General Meeting, the Trustee Committee shall meet and shall elect from its own number the Chairman and Vice-Chairman, who shall hold their respective offices until the Annual General Meeting has next after their said appointment provided that the office of the Chairman and Vice-Chairman shall ipso facto be vacated by the Trustee holding such an office upon his ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices at any time, the Trustee Committee shall immediately meet to appoint one of their number as replacement in such office.
- 12.4 Save as otherwise provided in these presents, the Chairman shall preside at all meetings of the Trustee Committee, and all general meetings of the Members, and shall perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Trustee Committee or of Members, provided however, that any such invitees shall not be entitled to vote at any such meetings.
- 12.5 The Vice-Chairman shall assume the powers and duties of the Chairman in the absence of the Chairman, or his inability or refusal to act as Chairman and shall perform such other duties as may from time to time be assigned to him by the Chairman or the trustee Chairman.
- 12.6 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 and/or Chairman, Vice-Chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration fees or salary in respect of the performances of such duties.

15 GENERAL MEETINGS OF THE ASSOCIATION

15.1 The Association shall before 31 May in each calendar year, hold a general meeting as its Annual General meeting, in addition to any other general meetings, during the year, and shall specify the meeting as such in the notices, in terms of 16.1.3 below calling it:

15.1.1 such Annual general Meeting shall be held at such times and place, subject to the foregoing provisions, as the Trustee Committee shall decide from time to time.

15.1.2 All General Meetings other than Annual General meetings shall be called special general meetings.

15.1.3 The Trustee Committee, may, whenever they think fit, convene a special general meeting.

16 NOTICE OF MEETINGS

16.1 An annual General meeting and a meeting called for the passing of a special resolution, shall be called by twenty-one (21) days' notice in writing at the least, and special general meeting other than the one called for passing of a special resolution, shall be called by fourteen (14) days' notice in writing at the least. In each case, the notice shall be exclusive of the day of which it is given, and shall specify the place, the day and the hour of the meeting and, in the case of special business, in addition to any other requirements contained in these presents, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trustee Committee to such persons as are under these presents entitled to receive such notices from the Association; provided that a general meeting of the Association shall, notwithstanding that it is called by the shorter notice than that specified in these presents, be deemed to have been duly called if it is so agreed:

16.1.1 in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and

16.1.2 in the case of special general meeting, by a majority in number of the Members having a right to attend and vote at the meeting being a majority together holding seventy-five percent (75%) of the total voting rights of all Members.

17 VENUE OF MEETINGS

General Meetings of the Association shall take place at such place(s) as shall be determined by the Trustee Committee from time to time.

18 QUORUM

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to in this clause, of the members to alienate or transfer his land unit by ordinary resolution at a general meeting.

14. Dealings with common property

14. (1) The common property has been set aside and, where applicable, developed for the common use and enjoyment of all owners.

(2) All members, by special resolution, and the trustee committee shall be obliged to do whatever is reasonably necessary or required, including the signing of all necessary documentation, to procure that any portion of the common property which is currently not registered in the name of the association, be transferred to, and registered in the name of a Non-Profit company, established for the sole purpose of taking transfer of the common property of the association, the voting rights of which, will be distributed as so resolved by the members, to the owners of the SWBC and the Villa Farms.

(3) It is recorded that the primary responsibilities of the association, include maintenance, monitoring and operation of security at the main entrance to the association and in respect of the electric fencing on the perimeter of the property, the maintenance of the gardens, landscaped areas, roads, structures and infrastructure, including water and effluent plant and equipment, which form part of the common property, as well as the management of the association's gardening and maintenance staff.

(4) A member's use of the common property shall be exercised in such a manner so as not to unreasonably infringe on the rights of other members or persons who are also entitled to the use thereof.

(5) Unless authorised by way of a special resolution, neither the whole nor any portion of the common property shall be:

(a) sold, let, alienated, otherwise disposed of, subdivided or transferred;

(b) mortgaged or otherwise encumbered, or

(c) subject to any rights of use, occupation or servitude other than those contained in the title deeds of the property or in the title deed(s) of the common property, if applicable or as contained in this constitution.

(6) The association acknowledges that it shall be solely responsible for the construction, care, repair, maintenance, cleaning, upkeep, testing, improvement and proper administration of the common property, all services therein, other than services provided and/or maintained by the local authority,

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if any, and all amenities and improvements located, or to be located, on or within the common property.

(7) It is noted that there are various dams situated throughout the association, including on certain land units. To this end, owners are not permitted to interfere with the natural flow of water and must ensure that proper maintenance is undertaken and allowed to be undertaken.

(8) It is noted that the owners of the Commercial Farms will retain the right of use and enjoyment of the aforementioned parts of common property, including the dams and its water supply, and will contribute to the expenses associated to these parts of common property.

(9) The land on which the sewage treatment plant is situated, is to be transferred to common property, by way of a boundary move to the adjacent common property access roadway.

(10) It is further noted that the treated water emanating from the sewage treatment plant is to be stored in the main dam located on Portion 63.

15. Budget and approval

15. (1) The trustee committee shall, by not later than 30 (thirty) days prior to the end of each financial year, prepare a detailed budget and projection of the association's income and expenditure for the next financial year, including in respect of the common property, as well as the cash flows of the association for the next financial year.

(2) The trustee committee shall estimate the expenditure of the association for the next financial year after taking into account the estimated surplus or deficit, if any, which is carried forward from the preceding financial year, and may include in such estimate, an amount to be held separately in reserve to meet anticipated future maintenance, repairs, as determined by means of a maintenance repair and replacement plan, or capital expenditure. In particular, provision shall be made in such budget for the quantum of levies for the forthcoming financial year.

(3) In preparing the budget, in particular the quantum of levies, the trustee committee shall take into account:

(a) other income, if any, earned by the association;

(b) the extent of the services supplied to and/or utilised by specific land units, in particular which land units do not utilise all or any services, and

(c) the demand placed on the association by land units and/or owners for the supply of services by the association.