



STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/17023 (TP711/2024)

Our File Reference Number: Erf 11224, Stellenbosch

Your Reference Number:

Enquiries: Ulrich von Molendorff

Contact No: 021 – 808 8682

Email address: Ulrich.Vonmolendorff@stellenbosch.gov.za

PER E-MAIL [REDACTED]

Sir/Madam

APPLICATION FOR PERMISSION REQUIRED IN TERMS OF CONDITIONS OF APPROVAL IN TERMS OF SECTION 15(2)(L) OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BYLAW, 2023: ERF 11224, WELGEVONDEN, STELLENBOSCH

1. The above application refers.

2. The duly authorised decision maker has decided on the above application as follows:

2.1 That the application in terms of Section 15(2)(l) of the Stellenbosch Municipal Land Use Planning Bylaw, promulgated by notice number 8768/2023, dated 9 June 2023 to obtain a permission in terms of a condition of approval (29/01/1998) for the approval of the amended Constitution and Architectural Guidelines of the Welgevonden Home Owners' Association, dated: 29 November 2023, Version 7 & 8.

BE APPROVED in terms of Section 60 of the said Bylaw and subject to conditions of approval.

2.2 The approval is subject to the following conditions imposed in terms of Section 66 of said Bylaw:

2.2.1 The approval only applies to the application under consideration and shall not be construed as authority to depart from any other legal prescriptions or requirements from Council or other legislation or Bylaws or Regulations that may be applicable.

2.2.2 The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed use.

2.2.3 The Welgevonden Homeowners' Association be subject to the Constitution and Architectural Guidelines of the Welgevonden Home Owners' Association, *dated: 29 November 2023, Version 7 & 8*, attached as **Annexure B**.

2.3 The reasons for the above decision are as follows:

2.3.1 The proposed Constitution and Design Guidelines of the Welgevonden Home Owners' Association is in line with the Stellenbosch Zoning Scheme By-Law and the approvals granted for the development.

- 3 You are hereby informed in terms of section 79(2) of the Stellenbosch Municipal Land Use Planning Bylaw of your right to appeal the above decision to the Appeal Authority within 21 days from the date of notification of the above decision. Please note that no late appeals or an extension of time for the submission of appeals are permitted in terms of Section 80(1)(a) of the said By-Law.
- 4 Appeals must be submitted with the prescribed information to satisfy the requirements of Section 80(2) of the said By-law, failing which the appeal will be invalid in terms of Section 81(1)(b) of the said By-Law. The following prescribed information is accordingly required:

4.2 The personal particulars of the Appellant, including:

- a) First names and surname
- b) ID number
- c) Company of Legal person's name (if applicable)
- d) Physical Address
- e) Contact details, including a Cell number and E-Mail address

- 5 Reference to this correspondence and the relevant property details on which the appeal is submitted.

5.2 The grounds of the appeal which may include the following grounds:

- a) that the administrative action was not procedurally fair as contemplated in the Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- b) grounds relating to the merits of the land development or land use application on which the appellant believes the authorised decision maker erred in coming to the conclusion it did.

5.3 Whether the appeal is lodged against the whole decision or a part of the decision.

5.4 If the appeal is lodged against a part of the decision, a description of the part.

5.5 If the appeal is lodged against a condition of approval, a description of the condition.

5.6 The factual or legal findings that the appellant relies on.

5.7 The relief sought by the appellant.

5.8 Any issue that the appellant wishes the Appeal Authority to consider in making its decision.

5.9 That the appeal includes the following declaration by the Appellant:

- a) The Appellant confirms that the information contained in the subject appeal and accompanied information and documentation is complete and correct
- b) That the Appellant is aware that it is an offence in terms of Section 86(1)(d) of the said By-Law to supply particulars, information or answers in an appeal against a decision on an application, or in any documentation or representation related to an appeal, knowing it to be false, incorrect or misleading or not believing them to be correct.

6 Appeals must be addressed to the Municipal Manager and submitted to his/ her designated official by means of e-mail at the following address: landuse.appeals@stellenbosch.gov.za

7 Any party (applicant or other) who lodges an appeal must pay the applicable appeal fee in terms of the approved municipal tariffs and submit the proof of payment together with the appeal. The **LU** Reference number on this correspondence, or the applicable Erf/ Farm Number must be used as the reference for the payment of the appeal fee.

8 The approved tariff structure and the banking details for the General Account can be accessed and viewed on the municipal website. For any enquiries the office can be contacted at landuse.appeals@stellenbosch.gov.za

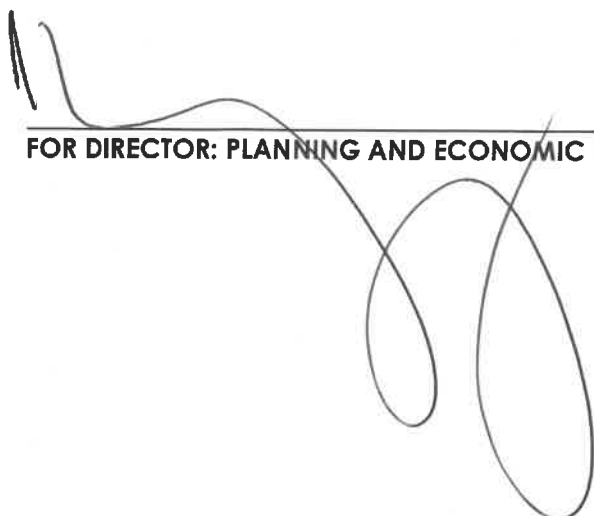
9 An applicant who lodges an appeal must also adhere to the following requirements stipulated in terms of section 80(3) to (7) of the said By-law:

- (a) Simultaneously serve the appeal on any person who commented on the application concerned and any other person as the municipality may determine.
- (b) The notice by the applicant must invite persons to comment on the appeal within 21 days from date of notification of the appeal.
- (c) The notice must be served in accordance with section 35 of the said legislation and in accordance with the prescripts or such additional requirements as may be determined by the Municipality.
- (d) Proof of serving the notification must be submitted to the Municipality at the above E-mail address within 14 days of serving the notification.

10 Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.

11 Kindly note the above decision in the case of any approval, is suspended, and may therefore not be acted on, until such time as the period for lodging appeals has lapsed, any appeal has been finalised and you've been advised accordingly.

Yours faithfully



A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

7/6/2024.
DATE



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ANNEXURE B



WELGEVONDEN HOME OWNERS' ASSOCIATION (WHOA) CONSTITUTION

Previously established under Section 29 of the
Land Use Planning Ordinance (LUPO), 1985 (No 15 of 1985),
now governed in terms of
Stellenbosch Municipality Land Use Planning By-law, 2015, Section 15(2)(f).

Version 7 – 29 November 2023

To be read with the:

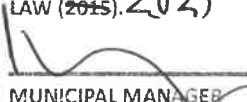
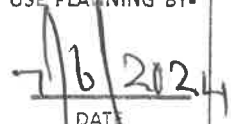
WHOA Estate Rules V3, 29 November 2023

WHOA Architectural Directives and Design Guidelines V8, 29 November 2023

WHOA Control Measures to Regulate the Performance of Services and Building Work V2, 29 November 2023

Amendments are recorded in the Schedule of Amendments at the end of this document.

This version of the WHOA Constitution replaces all previous versions.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015). 2023	
 MUNICIPAL MANAGER	 DATE 16/2024

WHOA Constitution Version 7 – 29 November 2023 web

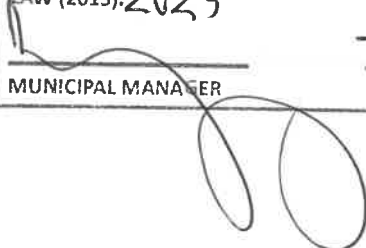
**WELGEVONDEN ESTATE DISCLAIMER
PERSONS ENTERING THE ESTATE ACCEPT THE RULES
AND LEGAL TERMS EXCLUDING WHOA LIABILITY**

- Whilst every effort is made to secure and monitor the Estate, entering the Estate and using any of the facilities is entirely at own risk to person or property; persons who enter the Estate accept this risk.
- Entry into the Estate and use of facilities are subject to the Estate Rules, which are available on the Welgevonden Estate website (www.welgevonden.co.za).
- Persons, including parents or guardians on behalf of minors, agree that they / the minors will not claim from the Welgevonden Home Owners' Association (WHOA) and its workers, employees, agents or contractors for any harm. The exclusion of liability also applies to negligence by the WHOA.
- Parents or guardians of minors agree to indemnify the WHOA against any claim of a minor.

WARNING: DANGEROUS ELECTRICAL FENCE

The Estate is surrounded by an electrical fence, which is dangerous and could cause death, if touched.



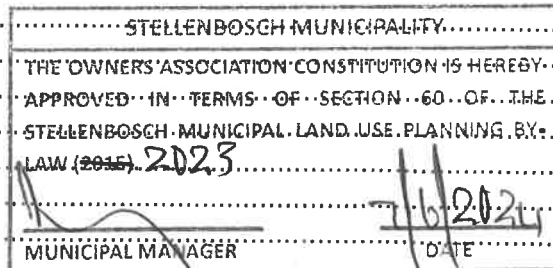
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PLEASE ADHERE TO THE SPEED LIMIT – 30 KM/H

Note: Speed humps constructed on streets as a traffic calming measure must be negotiated with utmost care to prevent damage to vehicles.

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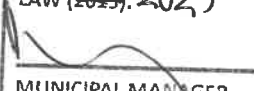


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CONSTITUTION

PRELIMINARY

1. Definitions

In the interpretation of this Constitution, unless the context otherwise indicates –

- 1.1 "common property" means the private open spaces in the Township Area¹, including the –
 - 1.1.1 river, dam and retention dams;
 - 1.1.2 gateways, entrance buildings, security fences, boundary walls, roadways and common parking areas;
 - 1.1.3 park areas and water features; and
 - 1.1.4 other improvements from time to time erected on the private open spaces in the Township Area;
- 1.1A "A member in good standing" means a member who has remained current on organisation dues and payments;
- 1.2 "conduct rules" means all rules made, and architectural directives issued, under clause 7.1.2², read with clause 59³;
- 1.2A "control measures" means all measures issued or implemented by Excom under clause 59A⁴;
- 1.3 "days" – **Relocated**
- 1.4 "domicillium" – **Omitted**
- 1.4A "Estate" means the Welgevonden Township Area;
- 1.5 "Excom" means the executive committee of the Association contemplated in clause 8⁵;
- 1.5A "in writing" means written, printed or transmitted in electronic format, or partly one and partly the other;
- 1.6 "levy" means any contribution which Excom, on behalf of the Association, may under clause 7.1.6⁶, read with clause 39⁷, collect from members to defray the incurred or anticipated expenses of the Association;
- 1.7 "member" means a member of the Association as defined in clause 5⁸;
- 1.7A "penalty" means any penalty from time to time determined by Excom under clause 60⁹ and that may be imposed for the contravention of any provision of this Constitution, any conduct rule or any control measure;

¹ See clause 1.10 below

² Powers of Association

³ Conduct Rules

⁴ Control Measures

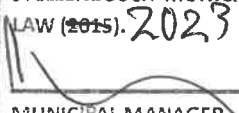
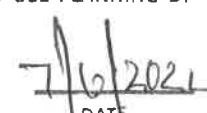
⁵ Constitution and Function of Excom

⁶ Powers of Association

⁷ Contributions to Defray Expenses

⁸ Membership of Association

⁹ Penalties Determined by Excom

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- 1.8 "person" with regard to membership of the Association, includes a company, club, partnership, trustees for the time being of a trust, or other association of persons entitled in law to hold title to immovable property;
- 1.9 "the Association" means the Welgevonden Home Owners' Association as defined in clause 3¹⁰;
- 1.10 "the Township Area" means the Township Area currently known in its entirety as Welgevonden (previously known as Green Oaks) as shown on Annexure A to the *Architectural Directives and Design Guidelines*, subject to any existing or future legally binding agreements that might affect the extent of the Township area;
- 1.11 words and expressions to which a meaning has been assigned in this Constitution bear the meaning so assigned to them; and
- 1.12 words importing a reference to –
- 1.12.1 the singular include the plural, and the converse also applies;
- 1.12.2 a gender include the other genders; and
- 1.12.3 natural persons include legal persons, and the converse also applies.

1A. Calculation of Periods

When any number of days is prescribed in this Constitution, the same means calendar days which must 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 which event the last day will be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

2. Headings

The headings to the respective clauses are provided for convenience of reference only and must not be taken into account in the interpretation of the provisions of this Constitution.

HOME OWNERS' ASSOCIATION

3. Establishment of Association

- 3.1 There is only one overall Association for the Township Area, known as the Welgevonden Home Owners' Association.
- 3.2 The Association is organised without capital.

4. Object of Association

The object of the Association is to promote the collective interests of all its members by performing the functions entrusted to it by or under this Constitution, which functions include, but are not limited to, the function –

- 4.1 to determine and maintain standards for community living in the Township Area in such a way that its members may derive the maximum collective benefit therefrom;

¹⁰ Establishment of Association

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- 4.2 to determine and preserve the basic aesthetic standards, including the basic architectural style, in the Township Area; and
- 4.3 to maintain the common property in the Township Area for the mutual benefit of its members.

5. Membership of Association

- 5.1 Upon registration of ownership of an erf in the Township Area, the owner of such erf automatically becomes a member of the Association and will be obliged to comply with the provisions of this Constitution and any conduct rules made, and any control measures issued or implemented, hereunder.
- 5.2 Ownership of an erf, and thus membership of the Association, is evidenced by registered ownership in the Deeds Registry in Cape Town of one or more erven in the Township Area.
- 5.3 No person is entitled to cease to be a member while remaining the registered owner of an erf in the Township Area.
- 5.4 Membership is, subject to the provisions of clause 66¹¹, transferred by the registration of a Deed of Transfer in the Deeds Registry at Cape Town, passing transfer of one or more erven in the Township Area to the new member.
- 5.5 Where any Erf is owned by more than one person, all the registered Owners of that Erf shall together be deemed to be one Member and have the rights and obligations of one Member who is deemed to be in good standing of the Association.

6. Status of Association

- 6.1 The Association is an association as contemplated in section 29 of the *Land Use Planning Ordinance, 1985 (No 15 of 1985)*, now governed in terms of the *Stellenbosch Municipality Land Use Planning Bylaw, 2015, Section 15(2)(l)*.
- 6.2 The Association has legal personality, capable of suing and being sued in its own name.
- 6.3 The Association is not for profit, but for the benefit of its members.
- 6.4 None of the members in their personal capacities has any right, title or interest to or in the property, funds or assets of the Association.

7. Powers of Association

- 7.1 The Association may exercise the powers conferred upon it by or under this Constitution, and such powers include, but are not limited to, the power –
 - 7.1.1 to establish for administrative expenses a fund sufficient in the opinion of members for the repair, upkeep, control, management and administration of the common property (including reasonable provision for future maintenance and repairs), for the payment of rates and taxes and other charges by any competent authority and of any premiums of insurance, and for the discharge of any duty or the fulfilment of any other obligation of the Association;
 - 7.1.2 to make and enforce such conduct rules and to ~~issue such architectural directives, and to collect such fees and deposits in connection therewith, as it from time to time deems necessary to achieve its object and to perform its functions,~~

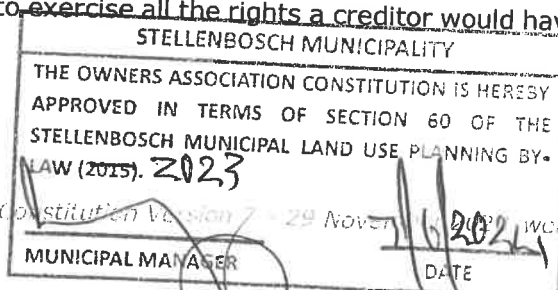
¹¹ Consent to Transfer of Erf

- 7.1.3 to engage such persons and service providers as it deems necessary to assist the Association to achieve its object and to perform its functions;
- 7.1.4 to ensure compliance with any law relating to the common property;
- 7.1.5 to do all other things reasonably necessary –
- 7.1.5.1 for the control, management and administration of the affairs of the Association, including the maintenance of the common property;
- 7.1.5.2 for the implementation and enforcement of the provisions of this Constitution, the conduct rules made, and control measures issued, hereunder; and
- 7.1.6 to incur reasonable expenses in the discharge of any duty or fulfilment of any other obligation of the Association, from time to time to determine the amounts required to defray such expenses, and to raise these amounts by collecting levies and contributions from members and in such other manner as members in general meeting may approve.
- 7.2 If the Stellenbosch Municipality, when approving the relevant development agreements or any subdivision or other scheme in respect of an erf forming part of Welgevonden Estate (previously known as the Welgevonden Development, and before that the Green Oaks Development), or such other name as it may in future be known as, imposed a condition in terms whereof a specific portion or portions of the Development or such erf will have its own set of conduct rules, then such rules will be subject to the provisions of this Constitution.
- 7.3 The Association may after consultation with the owners of any erf or group of erven forming part of the Township Area establish a separate management structure in respect of such erf or group of erven for the purposes of administering the common affairs of such owners: Provided that the terms and conditions subject to which such management structure will operate must be reduced to writing.

EXECUTIVE COMMITTEE OF ASSOCIATION (EXCOM)

EXCOM MEMBERS

- 8. **Constitution and Function of Excom**
- 8.1 The members in general meeting must annually elect persons to constitute an executive committee of the Association (Excom).
- 8.2 Subject to any restriction imposed or direction given by members in general meeting, the control, management and administration of the affairs of the Association vests in Excom, who may, on behalf of the Association, exercise all such powers of the Association and do all such acts in the discharge of their duties or the fulfilment of their obligations as may be exercised and done by the Association itself and as are not by this Constitution required to be done by members in general meeting.
- 8.3 Excom may designate one or more of its members to attend meetings of creditors of a member who is indebted to the Association irrespective of whether the meeting is in connection with insolvency, liquidation or business rescue proceedings, to vote on any matter regarding the meeting and generally to exercise all the rights a creditor would have in similar circumstances.



WHOA Constitution Version 7 - 29 November 2023

9. Contracts and Agreements

Excom may for and on behalf of the Association make, enter into and carry out contracts and agreements for the purposes of the Association, including a financing agreement for improvements contemplated in clause 30¹².

10. Legal Proceedings

10.1 Notwithstanding anything to the contrary contained in clause 72¹³, Excom may at its sole option institute in any court (including a magistrate's court) of competent jurisdiction proceedings in the name of the Association for any relief to which it is entitled under the provisions of this Constitution and/or the conduct rules and/or the control measures, to defend actions in the name of the Association and to appoint legal representation for this purpose.

10.2 Any costs incurred as a result of such proceedings must be determined on the scale as between attorney and client.

11. Delegation of Powers, Duties and Obligations

11.1 Excom may delegate to one or more of its members or to any person or service provider engaged by it under clause 27¹⁴ or clause 28¹⁵ such powers, duties and obligations as it deems fit, and may at any time revoke such delegation.

11.2 A delegation contemplated in this clause must be recorded in the minutes of proceedings of Excom or in the appointment agreement of the person or service provider concerned, and must clearly set out the scope of the delegation.

12. Number, Election and Qualifications of Excom Members

12.1 Excom consists of eight (8) members of which one half must be elected in one year and one half in the next ensuing year.

12.2 Subject to the provisions of clause 17A¹⁶, an Excom member holds office until the second ensuing annual general meeting after the one at which she/he was elected, and is eligible for re-election, if so nominated.

12.3 **Omitted**

12.4 At every annual general meeting the members –

12.4.1 must elect persons to replace those Excom members whose term of office has expired; and

12.4.2 may elect a person to fill each vacancy in Excom's number¹⁷, provided that an Excom member so elected will remain in office only for the remainder of the term of office of the member whose seat became vacant.

12.5 **Omitted**

12.5.1 **Omitted**

¹² Improvements

¹³ Interpretation/Disputes

¹⁴ Engagement of Persons and Service Providers

¹⁵ Appointment, Powers and Duties of Managing Agent

¹⁶ Ineligibility or Disqualification to Serve on Excom

¹⁷ See also clause 14

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- 12.5.2 A person engaged by Excom under clause 27¹⁸ or the managing agent (or any of her/his employees) appointed under clause 28¹⁹ may not be an Excom member.

12.6 Omitted

13. Nominations for Election

Nominations for the election of Excom members must be given in writing, accompanied by the written consent of the nominee, so as to be received at the address determined by Excom not later than forty-eight (48) hours before the meeting: Provided that nominations may, with the consent of the nominee, also be accepted at the meeting itself.

14. Appointment to Fill Vacancy and Appointment of Alternates

- 14.1 Excom may appoint a person –

14.1.1 to fill any vacancy in its number²⁰; or

14.1.2 to act as an alternate during the absence or inability to act of an Excom member.

14.2 An Excom member appointed to fill a vacancy holds office until the expiration of the term of office of the Excom member whose seat became vacant.

14.3 An Excom member appointed to act as an alternate ceases to hold office if the Excom member in whose place she/he acts, ceases to be an Excom member, or if the alternate's appointment is revoked by Excom.

14.4 An Excom member appointed under this clause has the powers, duties and obligations of an Excom member elected by members at an annual general meeting and is eligible for election as an Excom member, if so nominated.

14.5 Excom must at the next annual general meeting table a list of all Excom members appointed by it under this clause since the previous meeting.

15. Remuneration

Unless otherwise determined by a resolution of members in general meeting, Excom members are not entitled to any remuneration in respect of their services as such: Provided that the Association must reimburse to Excom members all disbursements and expenses actually and reasonably incurred by them in the exercising of their powers, the discharge of their duties or the fulfilment of their obligations.

16. Validity of Acts

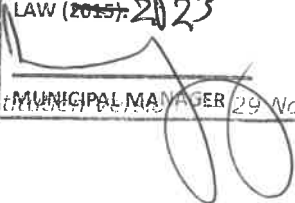
Any act performed by Excom will, notwithstanding that it is after the performance of the act discovered that there was some defect in the election, appointment or continuance in office of any Excom member, be as valid as if such Excom member had been duly elected, appointed or had duly continued in office, under the provisions of this Constitution.

17. Indemnity – Re-located

¹⁸ Engagement of Persons and Service Providers

¹⁹ Appointment, Powers and Duties of Managing Agent

²⁰ See also clause 12

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17A. Ineligibility or Disqualification to Serve on Excom

A person is ineligible or disqualified to be elected or appointed, or to continue to serve, as a member of Excom if she/he –

- 17A.1 would be ineligible or disqualified to be appointed or elected as a director of a company as contemplated in section 69 of the *Companies Act, 2008 (No 71 of 2008)* as amended;
- 17A.2 is or becomes of unsound mind;
- 17A.3 surrenders her/his estate as insolvent;
- 17A.4 is for a period of three (3) months in arrear with the payment of her/his levies, contributions or other amounts which the Association may under this Constitution, the conduct rules or the control measures collect or claim from her/him and provision has not been made to the satisfaction of Excom for the payment thereof;
- 17A.5 absents herself or himself from three (3) consecutive meetings of Excom without special leave of absence from Excom; or
- 17A.6 is removed from office by resolution of members in general meeting: Provided that the intention to decide upon such removal from office has been specified in the notice convening the meeting.

17B. Duties of Executive Committee members

- 17B.1 An Excom member must –
 - 17B.1.1 take reasonable steps to inform and educate himself or herself about the community scheme, its affairs and activities, and the legislation and governance documentation in terms of which the community scheme operates;
 - 17B.1.2 take reasonable steps to obtain sufficient information and advice about all matters to be decided by the scheme executives to enable her/him to make conscientious and informed decisions;
 - 17B.1.3 unless excused in writing by the chairperson of the scheme executives on reasonable grounds –
 - 17B.1.3.1 attend all meetings of the scheme executives;
 - 17B.1.3.2 attend the community scheme's annual general meeting, if it holds such a meeting;
 - 17B.1.4 exercise an active and independent opinion with respect to all matters to be decided by the scheme executives; and
 - 17B.1.5 exercise due diligence in relation to any business of, and necessary preparation for and attendance at meetings of, the scheme executives or any committee to which such scheme executive is appointed.
- 17B.2. The obligations of a community scheme executive in terms of sub-regulation are in addition to and do not derogate from the fiduciary obligations of a scheme executive in terms of the common law or any applicable statute.

18. Resignation from Excom

An Excom member may at any time by notice in writing resign from Excom.

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EXCOM MEETINGS

19. Convening of Meetings

- 19.1 Excom may after notice to its members meet for the dispatch of business and may regulate its meetings as it deems fit.
- 19.2 An Excom member may at any time convene a meeting by giving to the other Excom members not fewer than ten (10) days' written notice of the meeting proposed by her/him, which notice must specify the reason for convening the meeting: Provided that in case of urgency such shorter notice as is reasonable in the circumstances may be given.

19.3 Omitted

20. Quorum

- 20.1 Four (4) Excom members form a quorum.
- 20.2 If at any meeting a quorum is not present within thirty (30) minutes of the time set for the meeting, such meeting will stand adjourned to the third (3rd) day thereafter at the same time and place, and Excom members then present, who may not be fewer than two (2), will form a quorum: Provided that the chairperson may upon the request of at least two (2) Excom members determine such other day for the resumption of business as she/he deems appropriate.
- 20.3 If the number of Excom members falls below four (4), the remaining Excom members, who may not be fewer than two (2), may continue to act, but only for the purpose of filling a vacancy, appointing an alternate or convening a general meeting of members.
- 20.4 An Excom member may be represented at a meeting of Excom by a proxy provided such proxy is a member of Excom.
- 20.5 The instrument appointing a proxy shall be in writing and signed by the Excom member concerned but need not be in any particular form. The proxy shall be deposited with the Chairperson at any time before the time appointed for the commencement of a meeting and shall be valid only for such meeting or any adjournment thereof.

21. Voting

- 21.1 All matters at any Excom meeting are determined by a majority of those Excom members present and voting: Provided that the chairperson has a deliberative as well as a casting vote.
- 21.2 An Excom member who has any interest in any contract or proposed contract, or any litigation or proposed litigation, with the Association, must declare such interest and is by virtue of such interest disqualified from voting in respect thereof.
- 21.3 Furthermore, an Excom member is prohibited from voting on the following matters affecting her/him, which items are not limited to the listed items below:
- 21.3.1 discipline of the Excom member (i.e the vote to impose a penalty against the Excom member);
- 21.3.2 an investigation against the Excom member for damage to common areas or facilities (i.e. the decision to raise a penalty against the Excom member);
- 21.3.3 a request, by the Excom member, for the approval of a payment plan for the Excom member's arrear contribution;

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- 21.3.4 a decision whether to foreclose on a lien on the property of the Excom member; and
- 21.3.5 the review and approval of an application for building alterations by an Excom member.
- 21.4 Decisions taken by electronic voting, submitted in writing by Excom members being not fewer than four (4), will be decided by a majority of the votes cast. Excom members may in such instance be represented by proxy in accordance with clause 20.5. Such decisions will be as valid and effective as if it had been passed at a meeting of Excom duly convened and held. The resolution is to be recorded in the minutes of the following Excom meeting.

22. Chairperson

- 22.1 At the commencement of the first meeting of Excom after an annual general meeting, Excom members must elect a chairperson from among their number, who will hold office as such until the end of the next annual general meeting of the members of the Association.
- 22.2 If the chairperson resigns from the office of chairperson or ceases to be a member of Excom as contemplated in clause 17A²¹, Excom members must elect another chairperson from among their number, who will hold office for the remaining term of office of, and will have the same voting rights as, the first-mentioned chairperson.
- 22.3 If the chairperson vacates the chair during the course of a meeting or is not present or is for any other reason unable to preside at any meeting, or is disqualified from voting as contemplated in clause 21.2²², Excom members present must elect another Excom member to act as chairperson for such meeting or such voting, as the case may be, who will have the same voting rights as the first-mentioned chairperson.

23. Attendance of Excom Meetings by Other Persons

Excom may in its sole discretion allow any person to attend an Excom meeting and to address it at such meeting.

24. Resolution Signed by Excom Members

A resolution in writing signed by all Excom members for the time being present in the Republic of South Africa and being not fewer than four (4), will be as valid and effective as if it had been passed at a meeting of Excom duly convened and held.

25. Minutes of Proceedings

- 25.1 Excom must –
- 25.1.1 keep minutes of its proceedings in a minute book;
- 25.1.2 cause minutes to be kept of all meetings of the Association in a minute book; and
- 25.1.3 include in the minute book concerned a record of every resolution of Excom or of the Association, as the case may be.
- 25.1.3A Minutes may be signed electronically, after which a hard copy must be placed in a minute book. Concurrent electronic filing, not replacing minute books, can be done to facilitate electronic searching of records.

²¹ Ineligibility or Disqualification to Serve on Excom

²² Voting

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- 25.2 Excom must, on the written application of a member, make all minutes of its proceedings and all minutes of the proceedings of meetings of the Association available for inspection by such member at the address determined by Excom.
- 25.3 Excom must retain all minute books for so long as the Association remains registered.

26. Report on Affairs of Association

Excom must annually prepare a report on the affairs of the Association, which report must be –

- 26.1 tabled at the first annual general meeting following on the period to which the report relates; and
- 26.2 available for inspection at the address determined by Excom at least seven (7) days prior to the annual general meeting concerned.

ASSISTANCE FOR EXCOM

27. Engagement of Persons and Service Providers

Excom may for and on behalf of the Association engage and remunerate such persons and service providers as it deems necessary to assist it in connection with the execution of its powers, duties and obligations under this Constitution, the conduct rules and the control measures, and to provide the services required by the Association.

28. Appointment, Powers and Duties of Managing Agent

- 28.1 Excom may from time to time appoint in terms of a written contract a managing agent to control, manage and administer the common property and to exercise such powers, discharge such duties and fulfil such obligations as may be entrusted to the managing agent, including the power to collect levies, contributions and other amounts owing to the Association.
- 28.1A A managing agent may be appointed for a maximum period of three (3) years at a time; Provided that the appointment may at the written request of Excom be continued after its natural duration for a maximum period of three (3) months on the conditions determined by mutual agreement between the parties.
- 28.2 Excom must ensure that a provision is included in the contract that if the managing agent is in breach of any of the provisions the contract, or if she/he is guilty of conduct which at common law would justify the termination of a contract between master and servant, Excom may, without notice, cancel such contract, and that the managing agent will have no claim whatsoever against the Association or any of its members as a result of such cancellation.
- 28.3 The contract must further provide for the appointment to be revoked, and that such managing agent will cease to hold office, if –
- 28.3.1 where the managing agent is a juristic person, an order is made for its provisional or final liquidation or, where the managing agent is a natural person, she/he applies for the surrender of her/his estate as insolvent, or her/his estate is sequestrated either provisionally or finally; or
- 28.3.2 the managing agent is convicted of an offence involving an element of fraud or an element of dishonesty or, where the managing agent is a juristic person, any of its directors or

members is convicted of an offence involving an element of fraud or an element of dishonesty; or

- 28.3.3 a resolution to that effect is passed by members at a general meeting: Provided that in such event the managing agent will not be deprived of any right she/he may have to claim compensation or damages for breach of contract.
- 28.3A The contract must further stipulate that the managing agent must provide indemnity in favour of the Association against all costs, losses, expenses and claims which it may incur or become liable to by reason of any act done by the managing agent or any of her/his employees in the exercising of her/his powers, the discharge of her/his duties or the fulfilment of her/his obligations under her/his contract.
- 28.4 The managing agent must keep full records of her/his administration and must report to Excom on her/his activities with regard to such administration.

COMMON PROPERTY

29. Control, Management and Maintenance

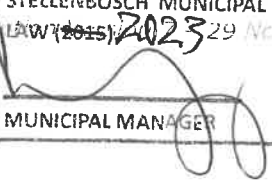
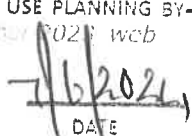
The control and management of the Association's common property vests in Excom, who must do all things reasonably necessary for the maintenance of such common property and to keep it in a state of good and serviceable repair.

30. Improvements

- 30.1 Members may by resolution passed at a general meeting by a two-thirds ($\frac{2}{3}$ ^{rds}) majority of members present in person or by proxy and voting, direct Excom to effect improvements of a luxurious nature to the common property.
- 30.2 If Excom intends to effect any improvement to the common property other than luxurious improvements referred to in clause 30.1, it must first give written notice of its intention to all members, and such notice must –
- 30.2.1 indicate Excom's intention to proceed with the improvement upon the expiry of a period of not fewer than thirty (30) days reckoned from the date of posting such notice; and
- 30.2.2 provide details of the improvement as to –
- 30.2.2.1 the costs thereof; and
- 30.2.2.2 the manner in which it is to be financed and the effect upon levies payable by members; and
- 30.2.2.3 the need, desirability and effect thereof.
- 30.3 Excom must upon the written request of not fewer than twenty (20) members convene a special general meeting to deliberate upon the proposals contained in the notice referred to in clause 30.2, at which meeting members may veto, amend or adopt such proposal.
- 30.4 In the event of such a special general meeting being convened, Excom may not proceed with its proposals until the holding of such meeting, whereupon it will be bound by any resolution passed at the meeting by a two-thirds ($\frac{2}{3}$ ^{rds}) majority of members present in person or by proxy and voting.

31. Traffic Control Measures – Relocated

32. Alienation of Common Property

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- 32.1 Members may by unanimous resolution passed at a general meeting direct Excom on their behalf to alienate the common property of the Association or any part thereof, and thereupon Excom will, subject to compliance with any law relating to the subdivision of land or to the re-zoning of land, have power to deal with such common property or such part thereof in accordance with such directive, and to execute any deed required for that purpose.
- 32.2 Excom must keep a register of all alienated common property, which must be available for inspection at the address determined by Excom.

33. Letting of Common Property

- 33.1 Excom may on behalf of the Association let common property or any part thereof under a written lease on the terms and conditions it deems appropriate.
- 33.2 Excom must keep a register of all common property so let, which must be available for inspection at the address determined by Excom.

34. Insurance

- 34.1 Excom must cause to be prepared, and must table at every annual general meeting, schedules reflecting its estimate of the replacement values of the common property.
- 34.2 Excom must annually take steps to insure the common property to the extent and against such risks, perils or dangers as may be directed by members at the meeting concerned.
- 34.3 Excom must annually take steps to insure against the risk of loss of money belonging to the Association, or for which it is responsible, sustained as a result of any act of fraud or dishonesty committed by any insurable person. Such insurance shall be arranged according to the specific requirements of the *Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)*.

FINANCIAL MATTERS

35. Financial Year

The financial year of the Association ends on 31st March of each year.

36. Books of Account and Records

- 36.1 Excom must cause to be prepared, and must table at every annual general meeting –
- 36.1.1 a financial statement in conformity with the International Standard of Auditing, which statement must fairly present the state of affairs of the Association and its finances and transactions as at the end of the financial year concerned, including a report thereon prepared by an auditor qualified to act as such under the *Auditing Profession Act (No 26 of 2005)*;
- 36.1.2 a record of the assets and liabilities of the Association;
- 36.1.3 a record of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure occurred; and
- 36.1.4 a register of members and individual ledger accounts in respect of each such member.
- 36.2 Excom must keep such books and records at the address determined by Excom and must cause them to be retained for a period of six (6) years after completion of the transactions, acts or operations to which they relate.

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- 36.3 Excom must, on the written application of a member, make all or any of the Association's books of account and records available for inspection by such member at the address determined by Excom.

37. Annual Estimate of Anticipated Income and Expenditure

- 37.1 Excom must cause to be prepared, and must table at every annual general meeting, an itemised estimate of the anticipated income and expenditure of the Association during the next financial year²³.
- 37.2 Such estimate must include a reasonable provision for contingencies.

38. Deposit and Investment of Funds

- 38.1 Excom must cause all moneys received by the Association to be deposited to the credit of an account or accounts in the name of the Association and, subject to any direction given or restriction imposed by members at a general meeting, such moneys may only be withdrawn for the purpose of payment of the expenses of the Association: Provided that Excom may –
- 38.1.1 invest and re-invest such moneys not immediately required in the manner it determines from time to time;
- 38.1.2 use interest earned on such moneys for any purpose of the Association; and
- 38.1.3 authorise the managing agent to administer and operate such account or accounts on its behalf.
- 38.2 The moneys of the Association may be deposited, invested or re-invested only with registered financial institutions as defined in section 1 of the *Financial Institutions (Protection of Funds) Act, 2001 (No 28 of 2001)*.

LEVIES PAYABLE BY MEMBERS

39. Contributions by Members to Defray Expenses

- 39.1 Excom, on behalf of the Association, is entitled to collect contributions from members in the form of levies to defray all the expenses which the Association has incurred, or which Excom anticipates the Association will incur, in the attainment of its object or the exercising of its powers, the discharge of its duties or the fulfilment of its obligations. Such contributions may be collected in advance.
- 39.2 Subject to the provisions of clause 42A.3, each member must pay a levy in respect of each erf registered in her/his name, including such special levy²⁴ as Excom determines from time to time, and a contribution to the Levy Stabilisation Fund of the Association²⁵.
- 39.2A **Omitted**, with footnote ²⁶.
- 39.3 A person is not entitled to a refund of levies lawfully levied upon her/him and duly paid by her/him.

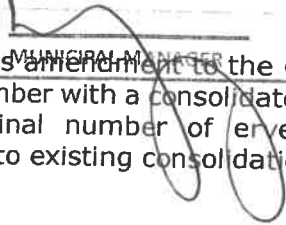
²³ See clause 47.3.2

²⁴ See clause 42

²⁵ See clause 42A

²⁶ Omitted, with clause 39.2A



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39.4 As from the date of the special resolution approving this amendment to the Constitution by members in general meeting (24 October 2019), a member with a consolidated erf, must pay a levy calculated in accordance with the original number of erven prior to consolidation. This clause will not apply retrospectively to existing consolidations.

40. Determination of Monthly Levy

40.1 The amount of a monthly levy is determined annually by using the approved estimate of anticipated income and expenditure²⁷ of the Association for the year to which it relates and the number of building opportunities allocated to each erf as basis for such calculation. For purposes hereof –

40.1.1 a single (1) residential erf or a group housing erf is regarded as a single (1) building opportunity;

40.1.2 the number of building opportunities in respect of all other erven is, in respect of each such erf, the maximum number of residential sectional title units, in the case of a sectional title scheme, erected on that erf, and, in the case of a subdivision of such erf, the maximum number of residential units/portions into which such erf was subdivided, regard being had to the relevant Ministerial Approval and Development Agreements; and

40.1.3 an erf in respect of which a determination as contemplated in clause 43²⁸ is in force is not regarded as a building opportunity.

41. Interim Monthly Levy

Excom may, in anticipation of the determination of the monthly levy for a financial year as contemplated in clause 40²⁹, determine an interim monthly levy for that financial year based on its estimate of the anticipated income and expenditure of the Association for that financial year, and may collect such interim monthly levy with effect from the first day of that financial year until such time as the monthly levy for that year is determined as contemplated in clause 40.

42. Special Levy

Excom may whenever necessary make special levies upon members or call upon them to make special contributions in respect of all expenses expected to be incurred or actually incurred by it in the exercising of its powers, the discharge of its duties or the fulfilment of its obligations and which are not included in any estimates of anticipated income and expenditure prepared under clause 37³⁰, or to satisfy a judgement debt against the Association.

42A. Contribution to Levy Stabilisation Fund

42A.1 Each member other than a member contemplated in clause 42A.3³¹ must on each sale and subsequent transfer of her/his erf contribute a percentage of the gross selling price to the Levy Stabilisation Fund of the Association.

42A.2 For the purposes of clause 42A.1, "a percentage of the gross selling price" means –

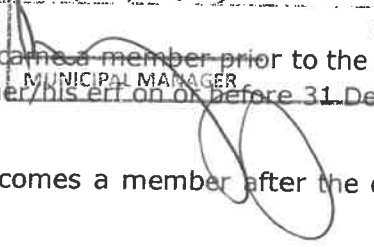
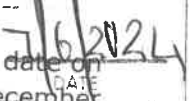
²⁷ See clauses 37 and 47.3.2

²⁸ Special Dispensation iro Certain Erven. For the vote entitlement of the owners of such erven, see clause 54.1.2

²⁹ Determination of Monthly Levy

³⁰ Annual Estimate of Anticipated Income and Expenditure

³¹ Contribution to Levy Stabilisation Fund, 42A.3

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- 42A.2.1 half a per cent (0,5%) in the case of a person who became a member prior to the date on which this clause comes into operation and who sells her/his erf on or before 31 December 2019; and
- 42A.2.2 one per cent (1,0%) in the case of a person who becomes a member after the date on which this clause comes into operation.
- 42A.3 A contribution (exit levy) towards the Levy Stabilisation Fund shall not be required in the below-stated circumstances:
- 42A.3.1 where a determination has been made in terms of clause 43, partially or fully exempting the owner of an erf from payment of levies; or
- 42A.3.2 where the alienation of such erf is exempt from transfer duty by virtue of:
- 42A.3.2.1 inheritance by heirs or legatees; or
- 42A.3.2.2 an acquisition by a surviving or divorced spouse; or
- 42A.3.2.3 an acquisition from a spouse by virtue of a marriage in community of property; or
- 42A.3.3 where the transfer of an erf is into the name of the former life partner / co-inhabitant / common law partner of the owner following the death of the owner or the termination of their relationship.
- 42A.3.4 Applicable supporting documentation shall be required for all exemptions.
- 42A.4 The Levy Stabilisation Fund must be administered in accordance with this Constitution.
- 42B. Once-off Contribution to Levy Stabilisation Fund**
- 42B.1 Notwithstanding the provisions of clause 42A³², a person who became a member prior to the date of the implementation of clause 42A may in lieu of making a contribution to the Levy Stabilisation Fund of the Association on the sale and subsequent transfer of her/his erf, on or before 31 March 2015 make a once-off contribution to that Fund in the amount of ten thousand rand (R10 000).
- 42B.2 A member who has made a contribution as contemplated in clause 42B.1 will be issued with a certificate exempting her/him from making a contribution as contemplated in clause 42A, which certificate must be surrendered to Excom when the exemption is claimed.
- 43. Special Dispensation iro Certain Erven**
- 43.1 Excom may, on the written application of the owner of an erf, determine that because of special circumstances particular to that erf it qualifies for a special dispensation with regard to the payment of levies.
- 43.2 A determination made under clause 43.1 must indicate –
- 43.2.1 the special circumstances which in the opinion of Excom qualify the erf for a special dispensation;
- 43.2.2 the conditions subject to which the determination is made; and
- 43.2.3 the percentage (if any) of the full levy that is payable in respect of such erf.
- 43.3 Excom must at each annual general meeting table a list of the erven in respect of which –

³² Contribution to Levy Stabilisation Fund

- 43.3.1 a determination is in force;
- 43.3.2 a determination was made during the year under review;
- 43.3.3 a determination was revoked or amended during the year under review; and
- 43.3.4 an application for a determination was rejected during the year under review.
- 43.4 The list contemplated in clause 43.3 must indicate the special circumstances pertaining to, and the percentage (if any) of the full levy payable in respect of, each affected erf.
- 43.5 Excom may reconsider, revoke or amend any decision under this clause if in its view an affected erf no longer qualifies for a special dispensation, a determination was incorrectly made, an application was not properly considered or if new information regarding an affected erf has come to the fore: Provided that the member concerned must be informed in writing of Excom's intention and be afforded a reasonable opportunity to make representations.
- 43.6 Members in general meeting may direct Excom to reconsider, revoke or amend any decision under this clause if in their view an affected erf no longer qualifies for a special dispensation, a determination was incorrectly made, an application was not properly considered or if new information regarding an affected erf has come to the fore: Provided that the member concerned must be informed in writing of the directive and be afforded a reasonable opportunity to make representations.

44. Status of Erf Fully or Partly Exempt from Levies

The fact that the owner of an erf is in terms of clause 43³³ fully or partly exempt from paying levies in respect of a particular erf, does not in any way derogate from the status of such erf as being part of the Township Area, and this Constitution, the conduct rules made hereunder and the control measures issued or implemented hereunder, will, subject to the provisions of clause 54.1.2³⁴, apply to it and its registered owner or registered owners in undivided shares, as the case may be, as they apply to an erf and its registered owner or registered owners in undivided shares in respect of which the full levy is payable, subject to the power of Excom to make rules amending the obligations and privileges of any such member, fully or partly exempt from paying levies in respect of a particular erf.

45. Payment of Levies and Contributions

- 45.1 Any levy or contribution that may be collected under clause 39.2³⁵ may be recovered from the persons who were owners of erven at the time when such levy was imposed or such contribution became payable.
- 45.2 A monthly or interim monthly levy is due on the first day of each calendar month.
- 45.3 A special levy is payable in one sum or by such instalments and at such time or times as Excom deems fit.
- 45.4 If a levy or contribution is not paid within ten (10) days of the due date, same will bear interest from the date of delinquency at a rate per annum equivalent to the prime overdraft rate charged from time to time by the Association's Bankers plus two percent (2%).

³³ Special Dispensation iro Certain Erven

³⁴ Vote Entitlement

³⁵ Contributions by Members to Defray Expenses

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WHOA Constitution Version 29 November 2021	DATE
MUNICIPAL MANAGER	

- 45.5 A person who is in arrear with the payment of a levy or contribution will be liable for all expense incurred by Excom in the recovery of such levy or contribution and the interest thereon, which expense will be added to the levy or contribution payable by that person and claimed as if it were part of such levy or contribution.
- 45.6 Excom may institute legal proceedings as contemplated in clause 10³⁶ or by means of an application to the Community Scheme Ombud Service, against a person for the recovery of arrear levies and contributions, the interest thereon and the expense incurred by Excom in the recovery thereof.
- 45.7 If an owner is in arrears with their levies for more than thirty (30) days, the owner will be considered to be in breach of the good standing provision in terms of the Constitution.

GENERAL MEETINGS OF MEMBERS

CONVENING OF GENERAL MEETINGS

46. Annual General Meetings

Annual general meetings must be held once in every year at such a time and place as Excom determines, but so that no more than fifteen (15) months are allowed to elapse between any two (2) such successive meetings.

47. Business Transacted at Annual General Meetings

The business that must be transacted at an annual general meeting includes –

- 47.1 the consideration of the report referred to in clause 26³⁷;
- 47.2 the consideration of the books of account and records referred to in clause 36³⁸;
- 47.3 the approval with or without amendment of –
- 47.3.1 the schedules of replacement values referred to in clause 34³⁹; and
- 47.3.2 the annual estimate of anticipated income and expenditure referred to in clause 37⁴⁰;
- 47.4 the election of Excom members to replace those Excom members whose term of office has expired as contemplated in clause 12⁴¹;
- 47.5 the consideration of any draft Resolution concerning the affairs of the Association of which due notice has been given; and
- 47.6 any other business of which notice has been received at the address determined by Excom at least sixteen (16) days prior to the date set for the meeting.

48. Special General Meetings

- 48.1 All general meetings other than the annual general meetings referred to in clause 46⁴² are called special general meetings.

³⁶ Legal Proceedings

³⁷ Report on Affairs of Association

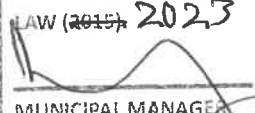
³⁸ Books of Account and Records

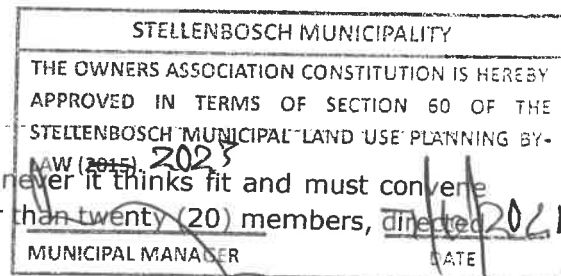
³⁹ Insurance

⁴⁰ Annual Estimate of Anticipated Income and Expenditure

⁴¹ Number, Election and Qualifications of Excom Members

⁴² Annual General Meetings

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- 48.2 Excom may convene a special general meeting whenever it thinks fit and must convene such a meeting upon the written request of not fewer than twenty (20) members, directed to the chairperson of Excom.

49. Notice of General Meetings

- 49.1 Excom must convene an annual general meeting by giving at least twenty-one (21) days' notice thereof: Provided that Excom must cause copies of the documentation relating to the business to be transacted at the meeting as contemplated in clause 47⁴³ to be delivered to each member at least fourteen (14) days before the date of the meeting concerned.
- 49.2 A special general meeting must be convened by giving at least fourteen (14) days' notice thereof: Provided that Excom must cause copies of the documentation relating to the business to be transacted at the meeting to be delivered to each member together with the notice convening the meeting.
- 49.3 The notice convening a meeting must be in writing and must specify the place, the day and the time of the meeting and the general nature of the business to be transacted at the meeting: Provided that any meeting will, notwithstanding that it is called by shorter notice than that specified, be deemed to have been correctly called if it is so agreed by ninety percent (90%) of the members.
- 49.4 Inadvertent omission to give notice of a general meeting to, or the non-receipt of such notice by, any person entitled to such notice, does not invalidate any proceedings at any such meeting.

49A. Adjournment of General Meetings

- 49A.1 The chairperson may, with the consent of any general meeting at which a quorum is present, and if so directed by the meeting, adjourn a meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business which could be transacted at the meeting from which the adjournment took place.
- 49A.2 Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting must be given in the same manner as of an original meeting.
- 49A.3 Subject to the provisions of clause 49A.2, the members are not entitled to any notice of adjournment under this clause, or of the business to be transacted at an adjourned meeting.

PROCEEDINGS AT GENERAL MEETINGS

50. Quorum

- 50.1 No business may be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business.
- 50.2 For all purposes the quorum is at least thirty-five (35), and consisting of members present in person or by proxy.
- 50.3 If at any general meeting a quorum is not present within thirty (30) minutes of the time set for the meeting, the meeting, if convened at the request of members, must be dissolved. In any other case it will stand adjourned to the same day in the next week at

⁴³ Business Transacted at Annual General Meetings

the same time and place and if at such adjourned meeting a quorum is not present within thirty (30) minutes of the time set for the meeting, the members present in person or by proxy will be a quorum: Provided that all members must be given notice of such adjourned meeting.

50A. Generally Accepted Practice

- 50A.1 Except as otherwise provided in this Constitution, general meetings must be conducted in accordance with generally accepted practice.
- 50A.2 Every motion and amendment to a motion proposed for adoption must be seconded at the meeting and, if not seconded, will be deemed not to have been proposed.

51. Chairperson

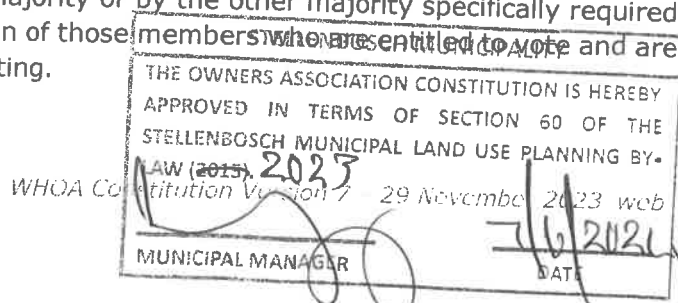
- 51.1 The chairperson of Excom presides at a general meeting.
- 51.2 If there is no such chairperson or if the chairperson is not present within fifteen (15) minutes after the time set for the meeting, or if she/he is unwilling or unable to preside, the members present must elect from among the Excom members present or, if no Excom member is present, or if no Excom member is willing or able to preside, one of their number present to be chairperson of the meeting.

52. Voting Procedure

- 52.1 At any general meeting the question on a motion or amendment put to the vote is decided on a show of hands, unless the chairperson, in her/his discretion, directs that a ballot be taken, or, either prior to or on the declaration by the chairperson of the result of the show of hands, a ballot is demanded by any person entitled to vote.
- 52.2 Each member present in person and entitled to vote, and each person present as proxy for a member who is entitled to vote, must, when a question is to be decided on a show of hands, orally announce how she/he casts each vote to which she/he is entitled if she/he is entitled to more than one vote.
- 52.3 A declaration by the chairperson that the question has on the show of hands been carried or lost will be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour of or against such question.
- 52.4 A directive or demand for a ballot may be withdrawn by the person concerned.
- 52.5 The result of a poll is deemed to be a resolution of the meeting at which such poll was taken, and an entry in the minutes of proceedings to the effect that a question has been carried or lost, with or without a record of the number of votes recorded in favour of or against such question, will be conclusive evidence of the result of the poll if such entry conforms with the declaration made by the chairperson at the meeting concerned.
- 52.6 Notwithstanding any provision to the contrary in this clause, a poll on the election of a chairperson or on any question of adjournment, will be decided on a show of hands.

53. Majority Required

All questions are decided by simple majority or by the other majority specifically required in a particular case by this Constitution of those members who are entitled to vote and are present in person or by proxy and voting.



54. Vote Entitlement

- 54.1 Subject to clauses 54.2 and 54.3, each member is entitled to one (1) vote for each erf in the Township Area registered in her/his name, provided that –
- 54.1.1 ownership of an erf in undivided shares constitutes only one (1) membership; and
- 54.1.2 a member who is under clause 43⁴⁴ fully or partly exempt from payment of levies in respect of a particular erf is not entitled to a vote on account of her/his ownership of that erf.
- 54.2 When two (2) or more persons are joint registered owners of an erf, the vote to which they are entitled may be exercised only by a person (who may or may not be one of them) jointly appointed by them as their proxy: Provided that any one of them may demand a poll.
- 54.3 If an erf is jointly owned by a natural person and a company, the vote to which they are entitled may be exercised only by a person (who may or may not be such natural person or a director of the company) jointly appointed by such natural person and the directors of the company as their proxy: Provided that such natural person and any one of the directors of the company may demand a poll.

55. Right to Vote

Each member entitled to vote has the right, either in person or by proxy, to exercise a vote in respect of any matter to be voted on by members in general meeting: Provided that a member may not exercise a vote to which she/he would otherwise be entitled –

- 55.1 if any levies payable by her/him under this Constitution, together with any interest and costs in connection therewith, have not been duly paid and provision has not been made to the satisfaction of Excom for the payment thereof; or
- 55.2 she/he persisted in breach of any provision of this Constitution or any conduct rule or control measure after written notice requiring her/him to remedy such breach, and provision has not been made to the satisfaction of Excom for the remedying thereof; or
- 55.3 in respect of any contract or proposed contract, or any litigation or proposed litigation, with the Association in which she/he has any interest.

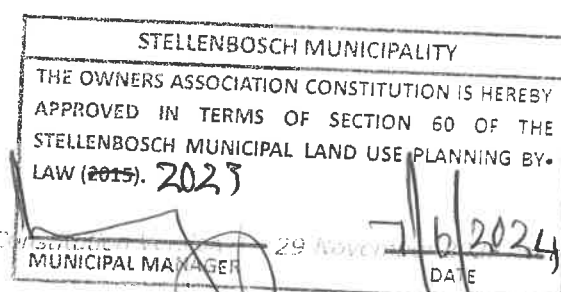
56. Proxy

- 56.1 A member may be represented at a general meeting by a proxy, who need not be a member of the Association, but may not be a person or service provider, or the employee of a service provider, engaged by the Association under clause 27⁴⁵, or a managing agent, or the employee of a managing agent, appointed under clause 28⁴⁶.
- 56.2 The instrument appointing a proxy must be in writing and signed by the member concerned or his duly authorised agent in writing, but need not be in any particular form.
- 56.3 Where a member is –
- 56.3.1 more than one person, any one of those persons may sign the instrument appointing a proxy on such member's behalf;

⁴⁴ Special Dispensation iro Erven

⁴⁵ Engagement of Persons and Service Providers

⁴⁶ Appointment, Powers and Duties of Managing Agent





- 56.3.2 a company, the proxy may be signed by the chairperson or managing director of the board of directors of the company or by its secretary;
- 56.3.3 a close corporation, the proxy may be signed by any of its members;
- 56.3.4 a trust, the proxy must be signed by all of its trustees; and
- 56.3.5 an association of persons, the proxy must be signed by the chairperson or secretary of its managing committee.
- 56.4 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof, must be deposited at the address determined by Excom or given to the chairperson of the meeting at any time before the time set for the meeting, or adjourned meeting, at which the person named in the instrument proposes to represent her/his appointer.
- 56.5 No instrument appointing a proxy will be valid after the expiration of twelve (12) months from the date of its execution.
- 56.6 A vote cast in good faith in accordance with the terms of an instrument of proxy will be valid notwithstanding the previous death of the appointer or revocation of the appointment, provided that no intimation of the death or revocation has been received by Excom or the chairperson of the meeting at least one (1) hour before the time set for the meeting.

57. Companies/Trusts – Re-located

58. Incapacity

Should any member be declared incapable of managing her/his own affairs, or a prodigal or insolvent, or in the case of a juristic person, placed under temporary supervision for the purposes of a business rescue plan, or into liquidation, such member may be represented by her/his appointed curator, trustee, business rescue practitioner, executor or liquidator, as the case may be, who will be entitled to vote on her/his behalf, either personally or by proxy.

CONSTITUTION, CONDUCT RULES AND CONTROL MEASURES

59. Conduct Rules

- 59.1 The Association may make such conduct rules as it deems necessary for the promotion of safe and harmonious community-living in the Township Area and for the control, management, administration, use and enjoyment of the common property of the Association.
- 59.2 The Association may as part of the conduct rules issue such architectural directives as it deems necessary and prescribe the architectural style and the materials to be used in respect of any buildings to be erected or in respect of any renovations, alterations or additions to be carried out to existing buildings and in particular to control the exterior design of such buildings and renovations, alterations or additions and the materials and colours used, so as to ensure an aesthetically pleasing character to the buildings in the Township Area: Provided that such directives will apply *mutatis mutandis* to other site works on a member's erf, including, but not limited to, fences, pergolas, boundary walls, retaining walls and paving.

- 59.3 The conduct rules made by the Association, and any addition thereto, or substitution, amendment, or repeal thereof, may not be in conflict or irreconcilable with any provision of this Constitution. In the event of any such conflict or irreconcilability, the provisions of this Constitution will prevail.

59A. Control Measures

- 59A.1 Excom may in its discretion from time to time issue or implement control measures to regulate –
- 59A.1.1 access and egress control at the entrances to the Estate;
- 59A.1.2 traffic in the Estate, including the erection of traffic signs and speed humps and bumps, the implementation of speed limits and the carrying out of speed checks in the Estate;
- 59A.1.3 the parking of vehicles in the Estate;
- 59A.1.4 the preparation and processing of building plans contemplated in clause 70⁴⁷;
- 59A.1.5 the conduct of persons who perform work in the Estate; and
- 59A.1.6 the application and enforcement of control measures necessitated by unforeseen environmental and legislative changes.
- 59A.2 A control measure may not be in conflict or irreconcilable with any provision of this Constitution or any conduct rule.
- 59A.3 Excom may from time to time determine and collect such fees in connection with such control measures as it deems necessary.
- 59A.4 Where feasible, Excom must prior to issuing or implementing an intended control measure, consult with members in the immediate vicinity of the area where such measure will be implemented.
- 59A.5 Excom must at least fourteen (14) days before its implementation in writing inform all members of any new control measure and any addition to, or substitution, amendment, or repeal of, a provision of an existing control measure and of any penalty determined under clause 60⁴⁸ in respect thereof.
- 59A.6 Excom must at the next annual general meeting table a report on any new control measure and any addition to, or substitution, amendment or repeal of, a provision of an existing control measure issued since the previous meeting.

60. Penalties Determined by Excom

- 60.1 Excom may from time to time determine the penalties to be imposed for the breach of a provision of this Constitution, a conduct rule or a control measure, and the amount of an initial and subsequent penalty.
- 60.2 Any penalty imposed on, or cost of the remedying of a breach of the provisions of this Constitution, a conduct rule or a control measure claimed from, a member may, if it is not paid within ten (10) days after the member has been notified of the imposition of the penalty or the claim, be added to the monthly levy payable by that member under clause 45⁴⁹ and claimed as if it were part of such levy.

⁴⁷ Submission of Building Plans

⁴⁸ Penalties Determined by Excom

⁴⁹ Payment of Levies and Contributions

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60.3 Any penalty imposed on, or cost of the remedying of a breach of the provisions of this Constitution, a conduct rule or a control measure claimed from, a person who is not a member may, if it is not paid within ten (10) days after the offender has been notified of the imposition of the penalty or the claim, be claimed through due process from the relevant member.

60.4 If a penalty or cost referred to in this clause is not paid within ten (10) days of the due date, same will bear interest from the date of delinquency at a rate per annum equivalent to the prime overdraft rate charged from time to time by the Association's Bankers plus two percent (2%).

61. Amendment of Constitution and Conduct Rules

61.1 Any member may propose an addition to, or substitution, amendment, or repeal of, a provision of this Constitution or the conduct rules by submitting a written motivated proposal to that effect to Excom.

61.2 If Excom is of the view that the matter should be proceeded with, it must submit the proposal to members for consideration at the next annual general meeting.

61.3 If Excom is of the view that the matter should not be proceeded with, it must inform the member accordingly in writing: Provided that Excom must upon the written request of not fewer than twenty (20) members place the matter on the agenda of the next general meeting.

61.4 Any proposed addition to, or substitution, amendment or repeal of, a provision of this Constitution or of the conduct rules may be effected only by a resolution passed at a meeting by a two-thirds ($\frac{2}{3}$ ^{rds}) majority of members present in person or by proxy and voting.

61A. Relaxation of / Deviation from Architectural Directives

61A.1 Excom may on good cause shown in a particular instance relax, or deviate from, an architectural directive if in its sole discretion special circumstances warrant such relaxation or deviation.

61A.2 A relaxation or deviation contemplated in this clause does not constitute an amendment or repeal of the architectural directive concerned or prevent its enforcement by Excom in any other instance.

61A.3 Excom must at the next annual general meeting table a report on any relaxation or deviation allowed since the previous annual general meeting.

62. Notification of Interested Parties

62.1 Excom must, within twenty-one (21) days of its adoption in writing inform all members, the Commissioner for the South African Revenue Service and the Stellenbosch Municipality of any addition to, or substitution, amendment or repeal of, a provision of this Constitution.

62.2 Excom must at least fourteen (14) days before its implementation in writing inform all members of any addition to, or substitution, amendment or repeal of, a provision of the conduct rules or any control measure, and of any penalty determined under clause 60⁵⁰.

⁵⁰ Penalties Determined by Excom

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63. Record of Constitution, Conduct Rules and Control Measures

Excom must keep a complete record of this Constitution and of all conduct rules and control measures, and penalties in force from time to time, which must be available for inspection by members at the address determined by Excom.

64. Binding Nature of Constitution, Conduct Rules and Control Measures

- 64.1 The provisions of this Constitution and of the conduct rules and control measures are binding on all members and also on all other persons who reside in, or for whatever purpose enter, the Township Area.
- 64.2 It is the duty of the member concerned to ensure compliance with the provisions of this Constitution and of the conduct rules and control measures by –
- 64.2.1 any of her/his family members who resides in her/his dwelling, and her/his visitor, guest, worker, employee, agent, service provider or contractor; and
- 64.2.2 any person who has the right to reside, or be present, in her/his dwelling in terms of an arrangement granting rights of occupancy, whether for consideration or not, and the family member of such person who resides in that dwelling, and such person's visitor, guest, worker, employee, agent, service provider or contractor.

MISCELLANEOUS PROVISIONS

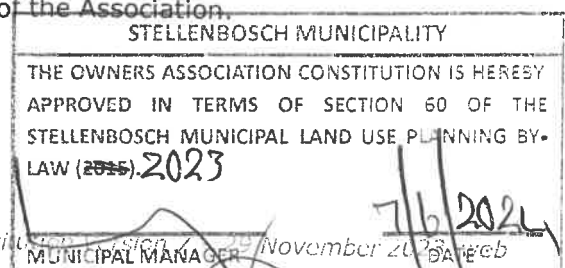
64A. Deposit i.r.o. Building Work

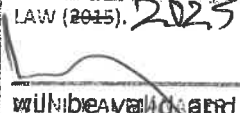
- 64A.1 A member must pay to the Association the building deposit from time to time determined by Excom before any building work may be commenced.
- 64A.2 The building deposit consists of two components, namely –
- 64A.2.1 a refundable component, which is refundable with interest at a rate determined from time to time by Excom, after a certificate of occupancy has been issued by the Stellenbosch Municipality and after any costs that may in terms of the control measures regulating the performance of building work in the Township Area be recovered from it have been deducted; and
- 64A.2.2 a non-refundable component, which is retained as a contribution towards the Maintenance Fund of the Association.

64B. Indemnity

- 64B.1 An Excom member and, if Excom so determines in writing in a particular instance, a person or service provider engaged by Excom under clause 27⁵¹, will be indemnified by the Association against all costs, losses, expenses and claims which she/he may incur or become liable to by reason of any act done by her/him in the exercising of her/his powers, the discharge of her/his duties or the fulfilment of her/his obligations, unless such costs, losses, expenses or claims are caused by the mala fide or grossly negligent act or omission of such person or service provider.
- 64B.2 Excom must pay such indemnity out of the funds of the Association.

⁵¹ Engagement of Persons and Service Providers



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65. Signing of Instruments

No instrument signed on behalf of the Association will be valid and binding unless it is signed by two (2) Excom members or by an Excom member and the managing agent or, in the case of a certificate issued under clause 66⁵², by an Excom member or by the managing agent.

66. Consent to Transfer of Erf

66.1 No member may transfer her/his erf until Excom has issued a certificate consenting to such transfer. Such certificate may not be withheld unless –

66.1.1 such member is indebted to the Association in any way in respect of levies, contributions or other amounts which the Association may in terms of this Constitution, the conduct rules or the control measures collect or claim from her/him and provision has not been made to the satisfaction of Excom for the payment thereof;

66.1.2 the proposed transferee has not agreed to become a member;

66.1.3 such member remains in breach of any of the provisions of this Constitution, the conduct rules or the control measures after written notice requiring her/him to remedy such breach and provision has not been made to the satisfaction of Excom for the remedying thereof.

66.2 Excom may charge a reasonable fee for issuing the certificate, which fee may be determined by Excom from time to time.

66.3 Omitted

67. Loans

67.1 Members may not make loans on behalf of the Association to themselves.

68. Winding up

68.1 The Association may be wound up by a resolution of members provided that –

68.1.1 two-thirds ($\frac{2}{3}$ ^{rds}) of the members present in person or by proxy and voting vote in favour thereof; and

68.1.2 the Stellenbosch Municipality consents thereto.

68.2 In the event of such winding up, it will be the duty of Excom, or a suitably qualified person appointed by it, to convert the Association's assets into cash, pay all the liabilities of the Association and thereafter distribute the rest to a similar association of persons succeeding the Association and which is also exempt from income tax under section 10(1)e(iii) of the *Income Tax Act, 1962 (No 58 of 1962)*. If the Association is not succeeded by such an association, the remaining money must then be paid to such fund as may be required by law.

69. Zoning Conditions

69.1 The conditions pertaining to the municipal zoning scheme regulations applicable to a development phase of the Township Area must at all times be observed by the owner or owners of an erf in the phase concerned.

⁵² Consent to Transfer of Erf

- 69.2 Any application to the Stellenbosch Municipality for permission to deviate from the zoning scheme regulations pertaining to an erf must be accompanied by the written consent of Excom, and the Stellenbosch Municipality may not approve such application if Excom opposes it.

70. Submission of Building Plans

- 70.1 A member shall submit an electronic version of building plans for work on her/his erf to Excom at the Welgevonden Estate Office for examination and approval prior to the submission of such plans to the Stellenbosch Municipality for their approval. No hard copy (paper) plans shall be accepted.
- 70.1A For the purposes of clause 70.1, "electronic building plans" means design drawings and specifications for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of, an existing dwelling, or for the erection of a pergola, fence, boundary wall, retaining wall, or the laying of paving.
- 70.2 Should Excom not approve a plan submitted in terms of clause 70.1, it must furnish the member concerned with its reasons in writing and any disagreements or disputes arising must be dealt with in terms of the dispute resolution procedure provided for in clause 72⁵³.
- 70.3 After such plans are approved by the Stellenbosch Municipality a member shall submit an electronic copy of the approved plans to the Welgevonden Estate Office.
- 70.4 Members' responsibilities regarding the submission of building plans include:
- 70.4.1 All members shall ensure that a digitised/electronic version of the Stellenbosch Municipality-approved building plan for their dwelling, showing all structures and improvements on the erf, is on file at the Welgevonden Estate Office on or before 1 (one) December 2025.
- 70.4.2 Non-compliance to clause 70.4.1. shall result in remedial action taken by Excom in terms of the WHOA Estate Rules, rule 7.
- 70.4.3 Should any property on Welgevonden Estate be transferred or application made for improvements before the member had submitted an electronic version of her/his building plans to the Welgevonden Estate Office, the Excom shall not be able to grant approval for the transfer of the property to a new owner, or for any improvements, until such time that the electronic version of the plans had been submitted to the Welgevonden Estate Office.

71. Servitude for Maintenance of Services by Stellenbosch Municipality

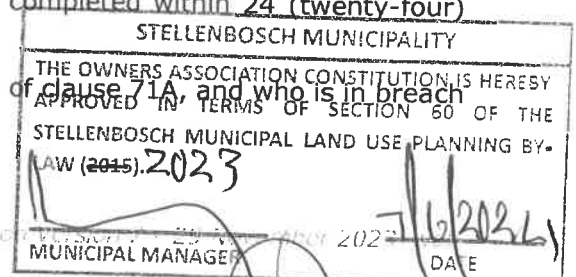
A servitude for the maintenance of services by the Stellenbosch Municipality is registered over all existing and future road reserves, the water supply system, storm water pipes, sewerage system and electrical network where applicable.

71A. Completion of dwelling by a member

In order to maintain high standards and to ensure an attractive and harmonious Estate, the Member acknowledges that the construction of the dwelling and the establishment and landscaping of the garden on vacant erven shall be completed within 24 (twenty-four) months as from 1 January 2023.

Any member who does not comply with the provisions of clause 71A, and who is in breach

⁵³ Interpretation/Disputes



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of the said clause, by not completing the dwelling and establishment of a garden, with the
liable to pay to the Association additional levy amounts calculated as set out hereunder,
over and above the normal levy contemplated under clause 59.

- 71A.1 Year 1 (one) of breach: 100% of normal levy (implies double the normal levy);
- 71A.2 Year 2 (two) of breach: 200% of normal levy (implies three [3] times the normal levy);
- 71A.3 Year 3 (three) of breach: 300% of normal levy (implies four [4] times the normal levy); and
- 71A.4 Thereafter, the total levy payable will be the normal levy plus the 300% of the normal levy (implies four [4] times the normal levy) until compliance with clause 71A by the member.

72. Interpretation/Disputes

- 72.1 Should any dispute, disagreement or claim ("dispute") whatsoever between a member and the Association concerning the interpretation of this Constitution and/or the conduct rules and/or the control measures arise, the aggrieved party must notify the other interested party in writing, and copies of such notification must be served as contemplated in clauses 73⁵⁴–74⁵⁵.
- 72.2 Thereafter the parties must try to resolve the dispute by negotiation, which entails that the one party invites the other party in writing to a meeting where they must attempt to resolve the dispute within seven (7) days from the date of the invitation.
- 72.3 In the event that internal method of resolution fails, the Community Scheme Ombud Service may be approached, should there be a dispute between member(s) or tenant(s) and the HOA, or the HOA and its member(s) or tenant(s), or between members, and all internal remedies have been exhausted.
- 72.4 **Omitted**
- 72.5 **Omitted**

NOTICES, DOCUMENTATION AND LEGAL PROCESS

73. Notice, Delivery and Service by Association

- 73.1 Each member must provide Excom with an address within the Republic of South Africa for the purpose of giving notices, delivering documentation and the serving of legal process.
- 73.2 Each member must provide Excom with her/his electronic mail address. Provided that Excom may on good cause shown absolve a member from complying with this provision.
- 73.3 Every notice given to, document delivered to, or legal process served on, a member by the Association for any purpose arising out of this Constitution, the conduct rules or the control measures must be in writing and must be given to, delivered to, or served on, the member either personally or by post in a prepaid registered letter, properly addressed to the member at the address of the erf owned by her/him or to the other address provided by the member in writing, or to her/his electronic mail address.

⁵⁴ Notice, Delivery and Service by Association

⁵⁵ Notice, Delivery and Service by Member

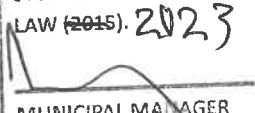
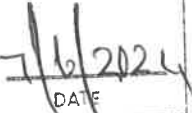
- 73.4 No member is entitled to have a notice given to, documentation delivered to, or legal process served on, her/him at any address not within the Republic of South Africa.

74. Notice, Delivery and Service by Member

Every notice given to, document delivered to, or legal process served on the Association by a member for any purpose arising out of this Constitution, the conduct rules or the control measures, must be in writing and must be given to, delivered to, or served on the Association either personally or by post in a prepaid registered letter, properly addressed to the Association at the address of the managing agent from time to time appointed by Excom, or to the Association's electronic mail address.

75. Receipt by Party

- 75.1 Any notice, document or legal process sent by prepaid registered post will be deemed to have been received by the addressee seven (7) days after transmission.
- 75.2 In proving the transmission of a notice, document or legal process by registered post, it will be sufficient to prove that the notice, document or legal process was properly addressed and posted.
- 75.3 Any notice, document or legal process transmitted to an electronic mail address will be deemed to have been received by the addressee on the date on which it is transmitted.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015). 2023	
 MUNICIPAL MANAGER	 DATE 7/6/2024

SCHEDULE OF AMENDMENTS

WELGEVONDEN HOME OWNERS' ASSOCIATION (WHOA) CONSTITUTION

Special resolutions passed at Annual General Meetings

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HERESY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
2023	2021
MUNICIPAL MANAGER	DATE

DATE OF AGM	DESCRIPTION OF AMENDMENTS
27 November 2014	
Clause 1.2A	A new clause 1.2A is inserted to provide for the wider ranging control measures that Excom will be empowered to issue or implement. Various other provisions are also adjusted to include a reference to such control measures.
Clause 1.6	Clause 1.6 is amended to include in the definition of "levy" the proposed new contribution to the Levy Stabilisation Fund. Various other provisions are similarly amended.
Clause 7.1.2	Clause 7.1.2 is amended so that it now lays the foundation for the issuing of rules and directives and control measures, and for the collection of fees and deposits in connection therewith, and locating all the finer detail thereof in clauses 59 – 64.
Clause 8.3	A new clause 8.3 is inserted that will allow Excom to designate one of its members to attend meetings of creditors of a Member who is indebted to the Association.
Clause 9	Clause 9 is amended to empower Excom to enter into financing agreements for the purpose of improvements authorised by members. See also clause 7.1.6
Clause 11.2	A new clause 11.2 is proposed that will compel Excom to record in its minutes or in the appointment agreement of the person or service provider concerned, and clearly set out the scope of, any delegation.
Clause 14.5	A new clause 14.5 is inserted to make it incumbent on Excom to report to a general meeting any interim appointments it has made to supplement the Excom membership. Appointed Excom members have the same powers, duties and obligations as Excom members elected by members at an annual general meeting, and the Association should, therefore, be informed of who may act on their behalf.
Clause 17	Clause 17 which deals with indemnity is located in a part of the Constitution that deals only with Excom matters, and, therefore, seems out of place. It is re-located to a new clause 64B under "Miscellaneous Provisions", with certain amendments, where it is normally found in HOA constitutions.
Clause 17A	Currently clauses 12.6 and 18 deal with the matter of ineligibility and disqualification of persons to serve on Excom with slightly differing provisions for election and for vacation of a seat. Also, appointment under clause 14 is not properly covered. The proposed provision new clause 17A now covers all in the same manner, and also updates the reference to the <i>Companies Act</i> .

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WHOA Constitution

DATE OF AGM	DESCRIPTION OF AMENDMENTS
27 November 2014 (Continued)	
Clause 28	Clause 28 is amended to provide for the appointment of a managing agent for a maximum period of 3 years at a time in favour of the current provision allowing for an indefinite automatic renewal of the appointment from year to year. This amendment will bring about more certainty for both the WHOA and the appointed managing agent.
Clause 31	<p>Clause 31 currently deals with only traffic control measures that may be issued by Excom. The provision is re-located as clause 59A to the part of the Constitution dealing with conduct rules and the amendment thereof, and extended to allow for control measures also in respect of –</p> <p>access and egress control at the entrances to the Estate, which reflects the current practice;</p> <p>the parking of vehicles on the Estate, which is in line with a general meeting resolution;</p> <p>the preparation and processing of building plans; and</p> <p>the activities of persons who perform work on the Estate.</p> <p>In recognition of the WHOA's overall authority it is further provided that –</p> <p>such a control measure may not be in conflict with the Constitution or any conduct rule and may not create a further conduct rule;</p> <p>Excom may determine and collect fees [e.g. payment for parking] in connection with such control measures; and</p> <p>Excom must at the next annual general meeting table a report on any new and adjusted control measure issued since the previous meeting.</p>
Clause 42A	A new clause 42A is inserted to provide for a contribution to the WHOA Levy Stabilisation Fund by a member upon disposal of her or his property.
Clause 42B	A new clause 42B is inserted to provide for a once-off contribution to the WHOA Levy Stabilisation Fund by current members in lieu of paying the exit levy.
Clause 49A	A new clause 49A is inserted to determine that general Meetings must be conducted in accordance with generally accepted practice. Excom is in the process of compiling a manual that sets out generally accepted practice at meetings of this nature.
Clauses 56 and 57	The current clauses 56 and 57 do not deal sufficiently with a number of important aspects regarding proxies. The two clauses are now combined into one comprehensive provision that is in line with the provision currently found in most other HOA constitutions.

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY
APPROVED IN TERMS OF SECTION 60 OF THE
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-
LAW (2015). 2023

7/12/2023
DATE

MUNICIPAL MANAGER

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015) 2023	
MUNICIPAL MANAGER	DATE 7/11/2024

DATE OF AGM	DESCRIPTION OF AMENDMENTS
27 November 2014 (Continued)	<p>A new clause 61A is inserted that will allow Excom on good cause shown in a particular instance to relax an architectural directive if special circumstances warrant such relaxation or deviation. This is done to give a basis in the Constitution for a current entry in the <i>Architectural Directives and Design Guidelines</i>. It is further provided that Excom must at the next annual general meeting table a report on any relaxation or deviation allowed since the previous annual general meeting.</p> <p>The new clause 64A which provides for a deposit iro building work, is in fact an existing provision in the Estate Rules re-located here in line with the intention to make the Constitution the founding instrument for penalties, fees, deposits etc., and then to provide the detail for the management thereof in the measure concerned.</p> <p>The proposed new clause 64B is in fact the current clause 17 re-located here, because in this location it fits in better with the structure of the Constitution. Clause 64B.1 differs from the current clause 17.1 in that whereas clause 17.1 provides for indemnity of service providers, agents, etc. [except the managing agent], across the board as a matter of course, clause 64B.1 now requires Excom to take a considered decision on whether indemnity is warranted in a particular case.</p> <p>Clause 72 currently provides for disputes to be settled by determination by a practising senior advocate or a senior architect, depending on the nature of the dispute. Because of time and expense implications, and the complicated nature of the appointment process, an increasing number of HOAs are changing their similar dispute resolution procedure to allow a more flexible and cheaper process with the assistance of the Arbitration Foundation of Southern Africa. Clause 72 as amended follows suit</p> <p>Clauses 73 – 75 are amended to allow for a much less complicated system for the serving of notices. It does away with the very formalistic <i>domicilium citandi et executandi</i> provision and rather uses a more modern set of provisions.</p>
24 October 2019	<p>Clause 1 is amended to include a new Clause 1.1A to incorporate the definition of "A member in good standing".</p> <p>Clause 1.10 is amended to make provision for the change in status of erven currently or previously included in "the Township Area". (Clause 1.10 was amended pursuant to a legal opinion dated 30 December 2017, obtained from Adv. AM Breitenbach SC & AE Erasmus.)</p> <p>Clause 5.5: A new clause 5.5 is inserted to explain the rights of joint ownership.</p>

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WHOA Constitution

DATE OF AGM	DESCRIPTION OF AMENDMENTS
24 October 2019 (continued)	
	Clause 17B: A new clause 17B is inserted to stipulate the duties of Excom members in line with the <i>Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)</i> regulations.
	Clauses 20 and 21: A few sub-clauses were inserted under clauses 20 and 21 to add governance to the actions of Excom and to make provision for easier administration.
	Clauses 20.4 and 20.5 are inserted to allow Excom members to be represented by a proxy at Excom meetings.
	Clause 21.3 is inserted to prevent Excom members from voting on matters where a conflict of interest is present.
	Clause 21.4 is inserted to provide for electronic voting.
	Clause 34.3: A new clause 34.3 is inserted to stipulate the responsibility of Excom members to arrange fidelity insurance cover in line with the <i>Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)</i> requirement.
	Clause 36.1.1 is amended to make provision for current legislation.
	Clause 39.4: A new clause 39.4 is inserted to pre-empt the consolidation of erven without cognisance of the impact thereof on levies.
	Clause 44 is amended to make provision for amended obligations and privileges of members who do not pay a levy or who only pays a partial levy.
	Clause 45.4 is amended to increase the interest on late payments of levies to two percent (2%).
	Clause 45.6 is amended to make provision for the <i>Community Schemes Ombud Service Act, 2011 (Act 9 of 2011)</i> provisions.
	Clause 45.7: A new clause 45.7 is inserted for stricter measurements to be available in case of non-payment of levies.
	Clause 59A.1.2 was amended in line with current practice.
	Clause 59A.1.6: A new clause 59A.1.6 is inserted to allow Excom to put interim control measures in place in times of unforeseen and extraordinary environmental or legislative circumstances.
	Clause 60.3 is amended in line with current practice.
	Clause 60.4 is amended to increase the interest on late payments of fines to two percent (2%).
	Clause 70.3: A new clause 70.3 is inserted to state the implied requirements more clearly in terms of the building plan application process.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 50 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
2023	29 November 2021
MUNICIPAL MANAGER	DATE

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WHOA Constitution

DATE OF AGM	DESCRIPTION OF AMENDMENTS
24 October 2019 (continued)	
	Clause 72.3 is amended in line with the Community Schemes Ombud Service regulations regarding disputes.
	Clauses 72.4 and 72.5 are omitted to concur with current legal requirements. See clause 72.3 as amended.
26 November 2020	
	Clauses 12.5 and 12.5.1 are omitted to ensure that only bona fide members (homeowners) are eligible to be nominated to serve on Excom.
24 November 2022	
	<p>General: Revisions of the WHOA Constitution are required from time to time to allow for changed legal instruction, as well as the procedures and the requirements of a dynamic residential estate.</p> <p>In the 2022 revisions a number of grammar and style revisions were effected without changing context or meaning of the content.</p> <p>The word "fine" has been replaced by "penalty" as "fine" is widely regarded as a "sum of money ordered by the court to pay for an offence, after the complete persecution in the matter". On the other hand, "penalties" do not "involve court proceedings and are imposed when a person does not comply with the provision of a specific act."</p>
	Clause 6.1 is revised, inserting the last clause "... now governed ..." to comply with current legislative requirements.
	Clause 7.2 is revised, inserting "... Welgevonden Estate ..." to make provision for current terminology.
	Clause 21.4: The clause number referred to in the third line "clause 22.5" is revised to read "clause 20.5" as it referred to a clause that was not applicable.
	A new clause 25.1.3A is inserted to make provision for changed requirements related to the electronic filing and accessibility of administrative records such as minutes of meetings.
	Clause 45.7: The following words are omitted from this clause "... all access tags to enter into the Estate related to the particular erf will be deactivated ..." to align with current legislative requirements.
	Clause 60.1: The words "... including wheel clamping ..." are omitted and the last word in the paragraph "... fine." Is replaced with " penalty".
	A new clause 71A is inserted to make provision for a new regulation that stipulates that on vacant erven dwellings are to be constructed, and gardens established / landscaping done, within 24 (twenty four) months as from (one) January 2023, if not additional levies amounts will be imposed.

STELLENBOSCH MUNICIPALITY
SECTION 60 OF THE
STELLENBOSCH MUNICIPAL LAND-USE PLANNING BY-
LAW (2015)

2023

24/11/2023

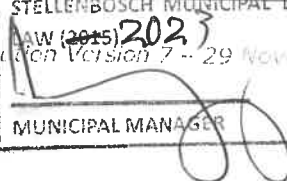
MUNICIPAL MANAGER

DATE

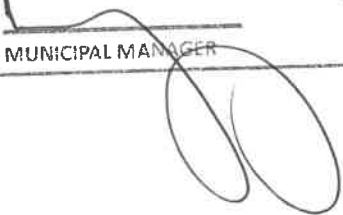
39
WHOA Constitution

DATE OF AGM	DESCRIPTION OF AMENDMENTS
	Clauses 73.2, 73.3, 74 and 75.3 are revised with the words "... and/or facsimile number ..." omitted as this medium of communication is not used anymore.
29 November 2023	Amendments approved at the Annual General Meeting held on Wednesday 29 November 2023
	General: All reference to "address" and "office of the Association" are replaced with "Welgevonden Estate Office".
	Clause 39.2 is amended, replacing reference to clause 39.2A with 42A.3 resultant from the amendment of clause 42A.
	Clause 39.2A is omitted resultant from the amendment of clause 42A.
	<p>Clause 42A is amended to include exemptions from a contribution to the WHOA Levy Stabilisation Fund. These exemptions were approved at the WHOA AGM, 27 November 2014, but were not included in the minutes of that meeting, nor in the WHOA Constitution at the time. This amendment will correct this oversight. These exceptions were granted to the benefit of members since 2014.</p> <p>Clause 42A.1 is amended, replacing reference to clause 39.2A with 42A.3.</p> <p>Clause 42A.3 is amended to list the circumstances (clauses 42A.3.1 to 42A.3.3) under which a contribution (exit levy) towards the Levy Stabilisation Fund shall not be required.</p> <p>A new clause 42A.3.4 is inserted to include the necessity for supporting documents to verify eligibility for exemptions.</p>
	<p>Clause 70: Submission of Building Plans: Electronic submission – a Stellenbosch Municipality requirement</p> <p>All reference to "building plans" to be amended to read "electronic building plans" where applicable.</p> <p>All reference to "address" and "office of the Association" to be replaced with "Welgevonden Estate Office".</p> <p>Clause 70.1 is amended to read: "A member shall submit an electronic version of the building plans for work on her/his erf to Excom at the Welgevonden Estate Office for examination and approval prior to the submission of such plans to the Stellenbosch Municipality for their approval. No hard copy (paper) plans shall be accepted."</p> <p>Clause 70.1A is amended to include "... electronic ..." in the first line.</p> <p>Clause 70.3 is amended to read: "After such plans are approved by the Stellenbosch Municipality a member shall submit an electronic copy of the approved plans to the Welgevonden Estate Office."</p> <p>A new clause 70.4 is inserted to read: "Members' responsibilities regarding the submission of building plans include: STELLENBOSCH MUNICIPALITY</p> <p>70.4.1 "All members shall ensure that a digitised/electronic version of the Stellenbosch Municipality-approved building plan for their dwelling, showing</p>

WHOA Constitution Version 7 – 29 November 2023 with

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 50 OF THE STELLENBOSCH MUNICIPAL LAND-USE PLANNING BY-LAW (2015)	
 MUNICIPAL MANAGER	7/6/2024 DATE

DATE OF AGM	DESCRIPTION OF AMENDMENTS
	<p>all structures and improvements on the erf, is on file at the Welgevonden Estate Office on or before 1 (one) December 2025.</p> <p>70.4.2 "Non-compliance to clause 70.4.1 shall result in remedial action taken by Excom in terms of the <i>WHOA Estate Rules</i>, rule 7.</p> <p>70.4.3 "Should any property on Welgevonden Estate be transferred or application made for improvements before the member had submitted an electronic version of her/his building plans to the Welgevonden Estate Office, the Excom shall not be able to grant approval for the transfer of the property to a new owner, or for any improvements, until such time that the electronic version of the plans had been submitted to the Welgevonden Estate Office."</p>

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015) 2023	
	7/6/2024 DATE
MUNICIPAL MANAGER	



WELGEVONDEN HOME OWNERS' ASSOCIATION (WHOA)

ESTATE RULES

Made by the Welgevonden Home Owners' Association under clause 7.1.2, read with clauses 59 and 59A of the *WHOA Constitution Version 7 – 29 November 2023*.

Version 3 – 29 November 2023

To be read with the latest version of the:

WHOA Constitution V7, 29 November 2023

WHOA Architectural Directives and Design Guidelines V8, 29 November 2023

WHOA Control Measures to Regulate the Performance of Services and Building Work V2, 29 November 2023

Amendments are recorded in the Schedule of Amendments at the end of this document.

This version of the WHOA Estate Rules replaces all previous versions.

WELGEVONDEN ESTATE DISCLAIMER

PERSONS ENTERING THE ESTATE ACCEPT THE RULES AND LEGAL TERMS EXCLUDING WHOA LIABILITY

- Whilst every effort is made to secure and monitor the Estate, entering the Estate and using any of the facilities is entirely at own risk to person or property; persons who enter the Estate accept this risk.
- Entry into the Estate and use of facilities are subject to the *WHOA Estate Rules*, which are available on the Welgevonden Estate Website (www.welgevonden.co.za).
- Persons, including parents or guardians on behalf of minors, agree that they/the minors will not claim from the Welgevonden Home Owners' Association (WHOA) and its workers, employees, agents or contractors for any harm. The exclusion of liability also applies to negligence by the WHOA.
- Parents or guardians of minors agree to indemnify the WHOA against any claim of a minor.

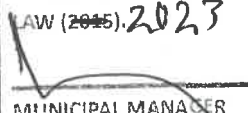
WARNING: DANGEROUS ELECTRICAL FENCE

Note: The Estate is surrounded by an electrical fence, which is dangerous and could cause death, if touched.



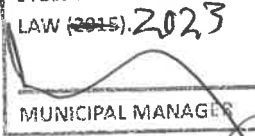
PLEASE ADHERE TO THE SPEED LIMIT – 30 KM/H

Note: Speed humps constructed on streets as a traffic calming measure must be negotiated with utmost care to prevent damage to vehicles.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015). 2023	
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PREAMBLE

The primary objective of the Welgevonden Home Owners' Association (the WHOA) are, firstly, the promotion and enforcing of standards for community-living so that residents may derive the maximum collective benefit therefrom, and, secondly, the maintenance of basic aesthetic standards to enhance property values in the Estate. It aims to provide residents with a superior quality lifestyle, offering safe and harmonious community-living.

To achieve its objectives, the WHOA has made certain conduct rules that are binding on all WHOA members and other persons who reside in, or who enter, the Estate.

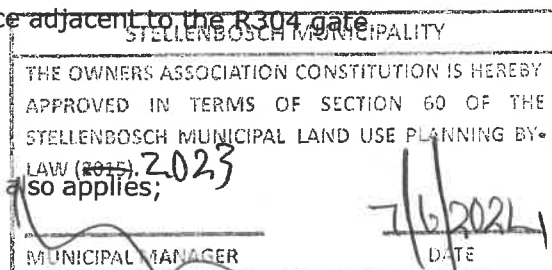
1. Definitions

In the interpretation of these Rules, unless the context otherwise indicates –

- 1.1 "communal facility" means any street, sidewalk, private open space or communal building in the Estate that is the property of the WHOA and that may be used for the purposes, and on the conditions, from time to time determined by the WHOA or Excom;
- 1.1A "Excom" means the executive committee of the Association contemplated in terms of clause 8 of the Constitution;
- 1.2 "family" means a family as defined in the *Zoning Scheme Regulations* from time to time issued by the Stellenbosch Municipality;
- 1.3 "occupant" means any person who has the right to reside, or be present, in a dwelling in the Estate in terms of an arrangement granting rights of occupancy, whether for consideration or not;
- 1.4 "resident" means any person who resides in the Estate, irrespective of whether she/he is a member of the Association or a family member of such member, or an occupant or a family member of such occupant; and
- 1.5 "signage" means any sign, notice, billboard, placard, pamphlet or the like that is used to convey information.
- 1.6 "Welgevonden Park" means the private open space adjacent to the R304 gate.

2. Words and Expressions

- 2.1 Words importing a reference to –
 - 2.1.1 the singular includes the plural, and the converse also applies;
 - 2.1.2 a gender includes the other genders; and
 - 2.1.3 natural persons include legal persons, and the converse also applies.
- 2.2 Words and expressions to which a meaning is assigned in the Constitution bear the meaning so assigned to them, and in the event of any conflict between the Constitution and these Rules, the Constitution will prevail, unless it is inconsistent with the context.



3. Calculation of Periods

When any number of days is prescribed in these Rules, the same means calendar days which must 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 which event the last day will be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

4. Regulations and By-Laws

All persons who reside in, or enter, the Estate are bound by any applicable regulation and by-law of the Stellenbosch Municipality and any other competent authority as if such regulation and by-law are incorporated in these Rules.

5. Binding Nature of Rules

5.1 These Rules and any condition determined or instruction given hereunder are binding on all persons who reside in, or enter, the Estate.

5.2 Excom may at any time apply to a competent court for an order to compel a resident or any other person who enters the Estate to comply with these Rules and any condition determined or instruction given hereunder.

6. Security Measures

A resident and any other person who enters the Estate must comply strictly with the systems and procedures relating to access control and other security measures from time to time issued or implemented by Excom and must comply with the instructions of Estate Security and of Excom.

7. Member's Duties and Obligations

7.1 It is the duty of the member concerned to ensure compliance with these Rules and any condition determined or instruction given hereunder, by –

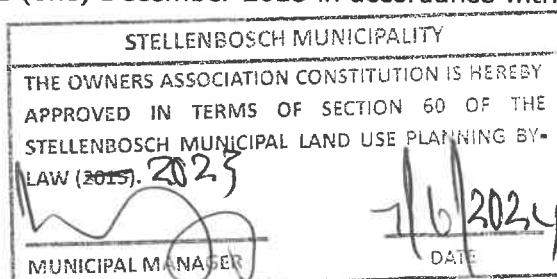
7.1.1 any of her/his family members who resides in her/his dwelling, and her/his visitor or guest; and

7.1.2 any occupant of her/his dwelling, and any of such occupant's family members who resides in such dwelling, and the visitor or guest of such occupant.

7.2 When concluding an agreement for the sale of her/his erf, or an agreement granting rights of occupancy to her/his dwelling, the member concerned must include a provision that the person concerned is obliged to comply with these Rules and any condition determined or instruction given hereunder and furnish her/him with a copy hereof.

7.3 A member may not use, or permit to be used, her/his erf or any structure erected or placed thereon, or a communal facility, in a manner or for a purpose that causes a nuisance or creates a disturbance, or that is injurious to the ambience of the Estate.

7.4 All members shall ensure that a digitised/electronic version of the Stellenbosch Municipality-approved building plan for their dwelling, showing all structures and improvements on the erf, is submitted to the Welgevonden Estate Office on or before 1 (one) December 2025 in accordance with clause 70 of the *WHOA Constitution*.



8. Member's Liability

- 8.1 The member concerned may be held liable for damages, penalties, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by Excom in enforcing compliance by her or him, or any other person referred to in Rule 7.1, with these Rules and any condition determined or instruction given hereunder.
- 8.2 Damages, penalties, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges contemplated in Rule 8.1 are deemed to be a levy contemplated in the Constitution, and may, if it is not paid within fourteen (14) days after the member has been notified thereof, be added to the member's levy statement and will bear interest as a levy debt.

9. Business Activities

- 9.1 No person may conduct a business or practice a trade on or from a residential erf or residential sectional title property in the Township Area without the prior written permission of Excom on such conditions as it deems fit, and of the Stellenbosch Municipality.
- 9.2 If the applicant is not the owner of the residential erf or residential sectional title property concerned, the written consent of that owner for such an application must accompany the application to Excom and the Stellenbosch Municipality.

10. General Conduct

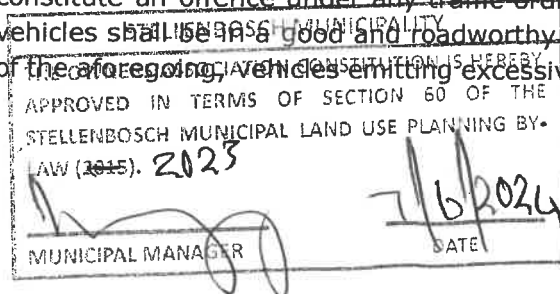
A resident and any other person who enters the Estate must accord other residents and persons in the Estate respect and may not indulge in conduct that, in the discretion of Excom, is unbecoming, constitutes a nuisance or creates a disturbance.

11. Tasking of Persons Engaged by Excom

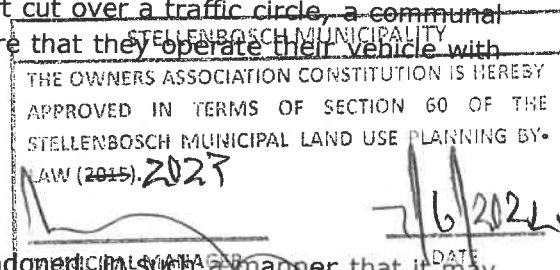
A resident and any other person who enters the Estate may not request a worker, employee, agent or service provider or contractor engaged by Excom to perform tasks for her/him during such person's work hours, may not interfere with such person in the performance of her/his duties, and must at all times give such person her/his full co-operation.

12. Traffic Control

- 12.1 A resident and any other person who enters the Estate must comply strictly with the control measures from time to time issued or implemented by Excom to regulate traffic in the Estate.
- 12.2 The speed limit throughout the Estate is as designated by the traffic signs. A maximum speed limit of 30 km/h (thirty kilometres per hour) shall apply, provided that lower speed limits may be imposed by the Association where this is deemed necessary.
- 12.3 The Association may by means of appropriate signage, give directions as to the use of roads or any portion of roads and common areas. Failure by any person to obey such signage shall constitute a contravention of these rules.
- 12.4 No person shall drive or ride any vehicle within the Estate in such a manner that would constitute an offence under any traffic ordinance or normal statutory traffic law. All vehicles shall be in good and roadworthy condition. Without limiting the generality of the foregoing, vehicles emitting excessive noise, smoke and/or oil are prohibited.



- 12.5 The driving of vehicles is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the Association for that purpose.
- 12.6 Excom reserves the right to introduce any traffic calming measures, including but not limited to, speed humps / bumps and pedestrian crossings, that they in their sole discretion deem necessary from time to time.
- 12.7 The operator of a vehicle may not take a short cut over a traffic circle, a communal facility or an undeveloped erf, and must ensure that they operate their vehicle with utmost care on communal areas.



13. Parking or Standing of Vehicles

13.1 Relocated to rule 12.1

- 13.2 A vehicle may not be left unattended, or abandoned, in such a manner that it may cause an obstruction to other street users or impede the flow of traffic, or occupies more than one demarcated parking bay in the Estate.
- 13.3 Parking or standing of a vehicle in or on a communal facility is subject to the express condition that such vehicle is parked or stood at its owner's risk and responsibility and that no liability will attach to the WHOA, its workers, employees, agents or contractors for any loss or damage of whatever nature which the vehicle's owner, or any person claiming through or under her/him, may suffer in consequence of the vehicle having been parked or stood in or on such facility.
- 13.4 Excom may cause to be removed for the account of the owner or the person in control thereof a vehicle that in her/his discretion has been abandoned in the Estate.
- 13.5 Owners and all third parties who are given access to the scheme are not permitted to dismantle or affect any major repairs to any vehicle on any part of the common property.

14. Maintenance of Properties and Streetscape

- 14.1 The external appearance of any structure erected or placed on an erf and which forms part of the streetscape must at all times be maintained in a state of good repair to the satisfaction of Excom.
- 14.2 A garden and the area between the street boundary line of an erf and the kerb must at all times be kept in a neat and tidy state, free of rubble, refuse, litter, other material and unwanted articles to the satisfaction of Excom. Please note that should a resident fail to maintain the erf following being instructed to do so, the erf will be maintained by a contractor/employee instructed by Excom on behalf of the Association for the member's account.
- 14.3 Trees, shrubs, or plants in a garden or in the area between the street boundary line of an erf and the kerb must regularly, and when Excom in a particular instance so instructs, be pruned back so that they will not impede vehicular or pedestrian traffic or pose a safety hazard.
- 14.4 A washing line may not be erected, and washing may not be hung out, in such a way that it is visible from a communal facility or another erf.
- 14.5 No structure or item that in the discretion of Excom is unsightly, aesthetically displeasing or undesirable or detrimental to the general appearance of the Estate when viewed from a communal facility or another erf may be exposed, installed,

placed or erected on an erf.

- 14.6 Proposals to convert streetscapes in front of dwellings by, amongst others, removal/replacement of soft landscaping, installation of hard landscaping (i.e. paving), removal of trees and creation of parking space shall be submitted to the Welgevonden Estate Office and considered and scrutinised under par. 5.12.1(f) of the *WHOA Architectural Directives and Design Guidelines*.

15. Refuse Containers and Disposal

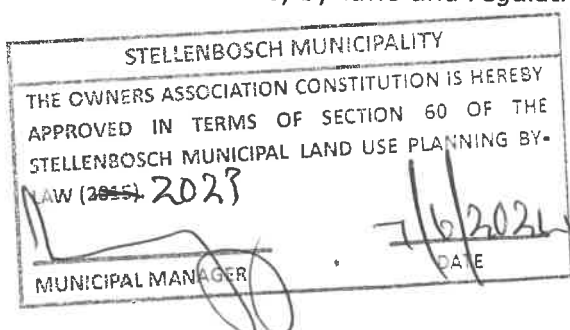
- 15.1 A refuse container must be kept on an erf in such a manner as to prevent foraging as far as possible, and so that it is not visible from a communal facility or another erf.
- 15.2 Refuse containers must on the morning of the day scheduled for refuse collection be placed on the sidewalk in front of the erf concerned.
- 15.3 If refuse is not collected on the scheduled day, the container must be returned to the erf concerned.
- 15.4 Members are personally responsible to dispose of any garden refuse. Should a resident fail to remove their garden refuse following being instructed to do so, the refuse will be removed by a contractor/employee instructed by Excom on behalf of the Association for the member's account.

15A. Water Tanks

- 15A.1 No water tank may be installed without the prior written permission of Excom on such conditions as it deems fit.
- 15A.2 A water tank may be installed, based on the following conditions:
- 15A.2.1 The water tank must not be visible from the street front.
- 15A.2.2 The colour of the water tank, including that of any gutters and/or downpipes must be an aesthetically pleasing colour, to the satisfaction of Excom.

15B. Generators

- 15B.1 No generator may be installed without the prior written permission of Excom, on such conditions as it deems fit.
- 15B.2 A generator may be installed, based on the following conditions:
- 15B.2.1 Generators must be positioned in a way that they are not visible from the street.
- 15B.2.2 Generators must have a manufacturer's low noise level function measuring 75 d/m (seventy-five).
- 15B.2.3 If the generator is installed on the outside of the building, it must be screened off to the satisfaction of Excom.
- 15B.2.4 All visible cabling must be placed in an approved duct as prescribed in the industry and to the satisfaction of Excom.
- 15B.2.5 All generators must be equipped with a change-over switch.
- 15B.3 It is the Owner's responsibility to ensure that the installation is done according to the relevant laws, by-laws and regulations.



16. Signage and Advertisements

A person may not, without the prior written permission of Excom, and on such conditions as Excom determines, display, erect or place any signage on any part of an erf so that it is visible from a communal facility or another erf, or distribute any advertisement or information pamphlet, letter or note whatsoever in the Estate.

17. Undeveloped Erf

17.1 A member must at all times maintain their undeveloped erf in a neat and tidy state to the satisfaction of Excom.

17.2 Building rubble, refuse, litter, unwanted articles or other material may not be deposited, thrown, placed, stored or dumped, or permitted, or allowed, to be deposited, thrown, placed, stored or dumped, on an undeveloped erf.

18. Keeping of Pets

18.1 No more than two (2) dogs and two (2) cats may be kept on any one erf without the written permission of Excom and on such conditions as it determines.

18.2 A poisonous, exotic and/or other undomesticated pet, poultry, pigeons, aviaries, or livestock may not be kept on an erf or in any structure erected or placed thereon.

18.3 A pet must be neutered, spayed or similar and must be regularly inoculated.

18.4 A pet must wear a collar fitted with a tag indicating the contact details of its owner.

18.5 A dog may not roam the Estate, and must at all times be tended and kept on leash when it is not on the erf of its owner: Provided that dogs that are commonly regarded as ferocious must, in addition, be muzzled.

18.6 A pet may not be allowed to create a nuisance or cause a disturbance to residents in the Estate.

18.7 A pet may not be neglected by, for example, leaving it to fend for itself or failing to provide it with sufficient shelter, nutrition or veterinary attention.

18.8 No person may inflict physical cruelty on a pet or subject it to violence.

18.9 The excrement of a pet deposited inside the erf on which it is kept must be removed at least once a day, and must be removed immediately when it is deposited on a communal facility or another erf.

18A. Letting of Properties

18A.1 As set out in the Constitution, the conditions pertaining to the municipal zoning scheme regulations applicable to a development phase of the Township Area must at all times be observed by the owner or owners of an erf in the phase concerned.

18A.2 No member within the Association may part with their erf by means of any rental agreement for a period of less than six (6) months.

18A.3 Any application to the Stellenbosch Municipality for permission to deviate from the zoning scheme regulations pertaining to an erf must be accompanied by the written consent of Excom, and the Stellenbosch Municipality may not approve such application if Excom opposes it.

18A.4 Any member who wants to let her/his property on Welgevonden Estate shall comply with the following: Any tenant shall only be registered on the Welgevonden Estate biometric system if a written rental agreement that complies with the *Rental Housing*

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Act (No 50 of 1999, as amended), signed by all parties, indicating all occupants, is submitted to the Welgevonden Estate Office. Valid FICA documents for all parties and occupants, and a WHOA biometric registration form for each occupant (available from the Welgevonden Estate Office) shall be submitted before registration can proceed.

19. Use of Communal Facilities

- 19.1 A person who makes use of a communal facility in the Estate must at all times be considerate and exercise proper care.
- 19.2 Picnics are permitted in designated areas only.
- 19.3 Open fires or braais are not permitted on a street or communal facility.
- 19.4 Only residents may enter and use the dam, Welgevonden Park and the areas surrounding the dam and Welgevonden Park, as well as the playgrounds.
- 19.5 When at the dam, Welgevonden Park and the areas surrounding the dam and Welgevonden Park, or on the playgrounds, minors must at all times be under adult supervision.
- 19.6 The dam, Welgevonden Park and the areas surrounding the dam and Welgevonden Park, may not be entered before sunrise or after sunset.
- 19.7 A person who is under the influence of an intoxicating substance may not enter the dam, Welgevonden Park and the areas surrounding the dam and Welgevonden Park.
- 19.8 A person may not bring any intoxicating substance into the dam, Welgevonden Park and the areas surrounding the dam and Welgevonden Park.
- 19.9 Swimming in the dam is not advised. Using the dam for swimming, rowing, and any other recreational activities will be at own risk.
- 19.10 Should owners at own risk use the dam for rowing purpose, only kayaks, canoes and similar paddling watercraft may be used on the dam, and no homemade floatation devices or sailing or motorised watercraft are allowed. Users of kayaks, canoes and similar paddling watercraft must at all times wear a personal floatation device when using the dam.
- 19.11 **Omitted, contents included in rule 19.10.**
- 19.12 Fishing in the dam is allowed, but on a catch and release basis.
- 19.13 Trapping, shooting, harassing or in any way harming the fauna in the Estate is prohibited.
- 19.14 Only pets under the control of their owners and on leash are allowed to enter the dam and Welgevonden Park areas. No pets are allowed to enter the dam, watercourse at the Welgevonden Park or any other water feature on the estate. All rules regarding the keeping of pets as formulated the *WHOA Estate Rules, rule 18*, must be observed.
- 19.15 No remotely piloted aircraft systems (or drones), as regulated by Part 101 of the South African Civil Aviation Regulations, are allowed to be operated within and surrounding the Estate.

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20. Damage to WHOA Property

- 20.1 A person may not in any way damage or deface a communal facility or any item placed or installed, or structure erected, by the WHOA in or on a communal facility.
- 20.2 Building rubble, refuse, litter or unwanted articles or material may not be deposited,

thrown, placed, stored or dumped, or permitted or allowed to be deposited, thrown, placed, stored or dumped, in or on a communal facility.

- 20.3 Trees, shrubs or plants may not be removed from or planted in or on a communal facility without the prior written permission of Excom.
- 20.4 An item, fluid or material that may cause a blockage may not be disposed into the sewerage system. In the event of a blockage that is shown to be the result of such disposal, the resident concerned must clear the sewerage system within twenty-four (24) hours after the occurrence of the blockage, failing which Excom may have the system cleared at the risk and for the account of the member who is the owner of the erf concerned.
- 20.5 If a vehicle has dripped or spilled lubricant or other fluid onto a communal facility or in any other way has damaged or defaced WHOA property, the person responsible for it must forthwith clean or repair the area concerned, failing which Excom may clean or repair the area for the account of the person concerned.

21. Maintenance of Communal Services and Facilities

- 21.1 An owner or occupant of an erf on which there are any pipes, wires, cables and ducts used, or capable of being used, in connection with any communal service or facility, must at all reasonable times allow Excom or a person authorised thereto by her/him, to enter the erf to carry out inspections, repairs or maintenance of same.
- 21.2 If a person is obstructed from, or hindered in, the performance of her/his duties contemplated in this Rule, the owner of the erf concerned may be liable for any additional costs incurred by Excom in the performance of such duties.

22. Security Fence and Structures

- 22.1 A person may not damage, remove or make any attachments to any part of the security fence and structures, tamper with the security system or any of its components, or in any way obstruct it so as to prevent the proper functioning of the Estate security system.
- 22.2 A person may not without the prior written permission of Excom, and on such conditions as Excom determines, display, erect or place any signage on, against or on top of the security fence and structures.
- 22.3 Trees, shrubs or plants that in the discretion of Excom are likely to interfere with the proper functioning of the Estate security system may not be planted in the close proximity of the security fence or structures.
- 22.4 The owner or occupant of an erf that borders on the security fence and structures must at all reasonable times allow Excom or a person authorised thereto by her/him, to enter the erf to carry out inspections, repairs or maintenance of same and to prune trees, shrubs and plants that may prevent the proper functioning of the Estate security system.
- 22.5 If a person is obstructed from, or hindered in, the performance of her/his duties contemplated in this Rule, the owner of the erf concerned may be liable for any additional costs incurred by Excom in the performance of such duties.

23. Breach of Rules

- 23.1 If, to the discretion of Excom, the operator of a vehicle contravenes, or a vehicle does not comply with the provisions of Rule 12 and/or Rule 13, Excom may by way of

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written notice –

- 23.1.1 instruct such person to comply with such provision;
- 23.1.2 refuse such vehicle entry into the Estate; or
- 23.1.3 instruct the owner or the person in control thereof to remove the vehicle from the Estate; or
- 23.1.4 impose the prescribed penalty; or
- 23.1.5 apply more than one of the options mentioned.
- 23.2 If a person is in breach of any of these Rules, other than Rule 12 or Rule 13, or any condition determined or instruction given hereunder, the Excom may by way of written notice –
 - 23.2.1 instruct such person to remedy such breach within the indicated period; or
 - 23.2.2 instruct such person forthwith to desist from such conduct; or
 - 23.2.3 impose the prescribed penalty; or
 - 23.2.4 apply more than one of the options mentioned.
- 23.3 In the written notice the particular conduct which constitutes a breach must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if he or she persists in such conduct or contravention, a penalty will be imposed on such person.

24. Failure to Comply with Instruction and/or to Pay Penalty

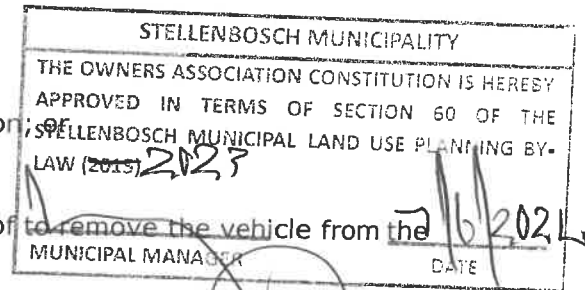
- 24.1 If an instruction is not complied with, and/or a penalty is not paid, within the indicated period, the member concerned will be issued with a written notice giving an adequate description of the instruction and intimating that:
 - 24.1.1 the instruction must be complied with within the indicated period, and that if it is not so complied with, Excom may remedy the breach in question for her/his account;
 - 24.1.2 the penalty imposed, if not paid within the indicated period, may be added to the member's levy statement.
- 24.2 A competent court may be approached for an order to compel them to comply with the instruction and/or pay the penalty.

25. Interest on Cost of Remedying Breach/Penalty

The cost of the remedying a breach and/or a penalty that is not paid by the due date, will bear interest from the date of delinquency at a rate per annum equivalent to the prime overdraft rate charged from time to time by the WHOA's Bankers plus two percent (2%).

26. Appeal Lodged with Excom

- 26.1 A member who is aggrieved by any condition, instruction, or action by Excom under these Rules, may in writing lodge an appeal with Excom within 14 (fourteen) days of the date of sending of such a condition, instruction, or action to the member electronically via e-mail by the WHOA. Provided that if the grievance concerns an instruction to desist from certain conduct, such referral shall not absolve the person concerned from complying with the instruction.
- 26.1A **Omitted**, contents included in clause 26.1.



- 26.2 The appeal must give a full explanation of the circumstances of the matter and clearly indicate the relief sought.
- 26.3 Excom, or a Subcommittee of its members designated by it and consisting of at least two (2) members, must without undue delay convene a meeting to consider the appeal.
- 26.4 A written notice must be sent to the member and, where applicable, the other person concerned, at least seven (7) days before the meeting is held informing her/him or them of the meeting and inviting her/him or them to attend: Provided that if the member and, where applicable, the other person concerned, fails to attend the meeting, Excom or the Subcommittee, as the case may be, may proceed with the meeting and dispose of the appeal.
- 26.5 At the meeting the member and, where applicable, the other person concerned, may present her/his or their case, but except in so far as may be permitted by the chairperson, she/he or they may not participate in the affairs of, or voting at, the meeting.
- 26.6 After the member and, where applicable, the other person concerned, presented her/his or their case, Excom or the Subcommittee, as the case may be, may with a minimum of two (2) Excom or Subcommittee members, as the case may be, present and voting, resolve to:
- 26.6.1 confirm, vary or revoke the condition or instruction; and/or
- 26.6.2 confirm, reduce or revoke the penalty.

26A. Written consent of Excom

- 26A.1 Where written consent is required from Excom, application for such consent must be made in writing, and the applicant shall furnish Excom with all the information, details and documentation, as required by them.
- 26A.2 Written consent of Excom in terms of the Estate Rules, or the withdrawal thereof, shall be in such format as Excom shall from time to time determine.
- 26A.3 Excom may attach reasonable conditions to their consent, and that the trustees may summarily withdraw their consent, in the event of non-compliance with any of their conditions, and that when withdrawing their consent, Excom shall notify the owner in writing and furnish them with the reasons for their decision.

27. Complaints

- 27.1 Excom must investigate in such manner as it deems fit a written complaint received from a member relating to the behaviour and/or conduct of a resident and/or other person in the Estate, and may take such steps with regard thereto as it deems fit.
- 27.2 Excom may on its own initiative, and irrespective of whether a complaint has been received, investigate in such manner as it deems fit the behaviour and or conduct of a resident and/or other person in the Estate, and may take such steps with regard thereto as it deems fit.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015). 2023	
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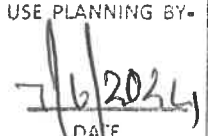
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No	Rule	Breach	Penalty
13	13.2	Leaving vehicle unattended so that it – may cause obstruction / occupies more than one demarcated parking bay	R500
14	13.2	Abandoning vehicle in the Estate	R500
15	13.5	Dismantling or repairing vehicle on any part of common property	R500
16	14.1	Not maintaining external appearance of structure erected or placed on erf in state of good repair	R500
17	14.2	Not keeping garden / area between street boundary line of erf / kerb in neat and tidy state	R500
18	14.3	Trees/shrubs/plants in area between street boundary line / kerb impeding traffic or posing safety hazard	R500
19	14.4	Washing line / washing visible from communal facility / another erf	R500
20	14.5	Structure/item that is unsightly, aesthetically displeasing or undesirable or detrimental to general appearance of Estate exposed, installed, placed or erected on erf	R500
21	14.6	Members not submitting proposals to convert streetscapes in front of dwellings by, amongst others, removal/replacement soft landscaping, installation of hard landscaping (i.e. paving), removal of trees, creation of parking space, etc. to the Welgevonden Estate Office to be considered and scrutinised under par. 5.12.1.(f) of the <i>WHOA Architectural Directives and Design Guidelines</i> .	R500
22	15.1	Refuse container – not kept in manner so as to prevent foraging visible from communal facility / another erf	R500
23	15.3	Refuse container not returned to erf concerned	R500
24	15.4	Garden refuse not disposed of	R500
25	15A	Transgression of any of the provisions regarding water tanks	R500
26	15B	Transgression of any of the provisions regarding generators	R500
27	16	Without permission displaying, erecting or placing signage on erf so that it is visible from communal facility / another erf	R500

STELLENBOSCH MUNICIPALITY

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THE OWNERS ASSOCIATION CONSTITUTION IS HERESY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
2023	Penalty
Information pamphlet / MUNICIPAL MANAGER	R500
	DATE 2/6/2024

No	Rule	Breach	Penalty
28	16	Without permission distributing advertisement / letter / note	R500
29	16	Displaying "For Sale" sign	R500
30	16	Displaying "To Let" sign	R500
31	17.1	Not maintaining undeveloped erf in neat and tidy state	R500
32	17.2	Depositing, throwing, placing, storing or dumping building rubble / refuse / litter / unwanted articles / other material on undeveloped erf	R1000
33	18.1	Keeping of Pets Keeping more than two (2) dogs / two (2) cats without permission Contravening conditions set for keeping more than two (2) dogs / two (2) cats	R750
34	18.2	Keeping poisonous, exotic or other undomesticated pets/poultry/pigeons/aviaries/livestock	R750
35	18.3	Pet not – neutered, spayed or similar / regularly inoculated	R750
36	18.4	Pet not wearing collar fitted with tag indicating contact details of owner	R750
37	18.5	Dogs: <ul style="list-style-type: none"> • Allowing dog to roam • Not keeping dog on leash • Not muzzling ferocious dog 	R750
38	18.6	Allowing pet to create nuisance or causing disturbance	R750
39	18.7	Neglecting pet	R750
40	18.8	Inflicting physical cruelty on pet or subjecting it to violence	R750
41	18.9	Not removing pet excrement	R750
42	18A.2	Letting property for a period less than 6 months	R1000
43	19.2	Picnicking in non-designated area	R500
44	19.3	Open fire / braai on street / communal facility	R500
45	19.4	Non-resident entering and using dam / Welgevonden Park / surrounding areas / playground	R500
46	19.5	Minors not under adult supervision when in the dam / Welgevonden Park / surrounding areas / playgrounds	R500

No	Rule	Breach	Penalty
47	19.6	Entering the dam area / Welgevonden Park before sunrise / after sunset	R500
48	19.7	Entering the dam / Welgevonden Park / surrounding areas while under influence of intoxicating substance	R500
49	19.8	Bringing intoxicating substance into the dam / Welgevonden Park / surrounding areas	R500
50	19.10	Using unauthorised watercraft / homemade floatation device on dam	R500
51	19.10	Not wearing floatation device when using watercraft on dam	R500
52	19.12	Not releasing fish caught in dam	R500
53	19.13	Trapping, shooting, harassing or in any way harming fauna	R500
54	19.14	Pets entering dam / watercourse at Welgevonden Park / water features. Pets entering the dam and Welgevonden Park areas off leash and/or not under control of its owner.	R750
55	19.15	Operating of drones within and surrounding the Estate	R500
56	20.1	Damaging or defacing communal facility / item placed or installed, or structure erected, by WHOA in or on communal facility	R500
57	20.2	Depositing, throwing, placing, storing or dumping building rubble / refuse / litter / unwanted articles / other material on undeveloped erf / communal facility	R500
58	20.3	Removing or planting trees/shrubs/ plants from, in or on communal facility without permission	R1000
59	20.4	Causing blockage of sewerage system	R500
60	20.5	Not cleaning lubricant / other fluid dripped or spilled onto communal facility or that in any other way has damaged or defaced WHOA property	R500
61	21.1	Refusing access to erf to allow maintenance or repair of pipes/wires/cables/ducts used in connection with any communal service or facility	R500
62	22.1	Damaging, removing or making attachments to security fence / structures, tampering with security system or any of its components, or obstructing it so as to prevent proper functioning of security system	R500
63	22.2	Displaying, erecting or placing signage on, against or on top of security fence / structures without written permission	R500

STELLENBOSCH MUNICIPALITY

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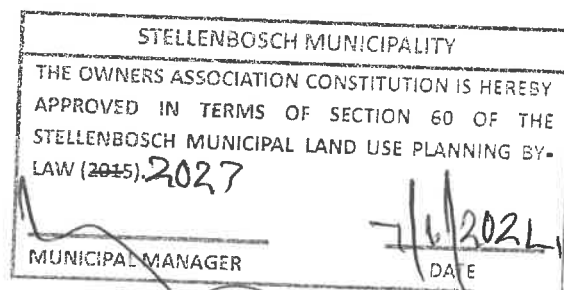
No	Rule	Breach	Penalty
64	22.3	Planting trees/shrubs/plants likely to interfere with functioning of security system in close proximity of security fence / structures	R500
65	22.4	Refusing access to erf to allow – inspections, maintenance or repair of security fence / structures and pruning of trees/shrubs/plants that may prevent functioning of security system	R500

Stipulations:

(1) Excom may in its discretion increase the prescribed penalty by 50% for repeated breaches and ongoing non-compliance by the person in breach.

(2) The person in breach will also be held responsible for the full cost to Excom of remedying a breach plus a 50% administration fee in the event of such person's ongoing failure to respond to a formal notice to attend to same.

(3) If the person in breach is not an owner, the owner concerned will be required to pay the penalty imposed / cost incurred.



/Schedule of Amendments ...

WELGEVONDEN HOME OWNERS' ASSOCIATION (WHOA) ESTATE RULES

SCHEDULE OF AMENDMENTS

Special resolutions passed at Annual General Meetings as indicated.

DATE OF AGM	DESCRIPTION OF AMENDMENTS
27 November 2014	
	General: In view of the provision that words and expressions to which a meaning is assigned in the Constitution will in the Rules bear that meaning, a few definitions have been omitted.
	Rule 16: Mundane tasks allocated to the WHOA, for example the requirement that the WHOA as such must determine standards and specifications for, and give written permission the erection of, Estate Agent's signage, are re-allocated to Excom.
	A new definition 1.2 is introduced to emphasize the fact that Welgevonden Estate is zoned family accommodation as defined in the <i>Zoning Scheme Regulations</i> issued by the Stellenbosch Municipality.
	A new definition 1.3 of "occupant" rather "tenant" is introduced to cover those instances where a member allows occupancy of her or his dwelling by persons who do not necessarily pay rent. This has also resulted in greater drafting consistency as in some instances the expression "tenant" and in some instances the expression "lessees" is currently used.
	Rule 7: Members' obligations, duties and liabilities are now more clearly defined without affecting the essence of the respective current provisions.
	Rule 20.4: Dumping into sewerage systems by people other than building contractors is now also specifically prohibited and made punishable.
	Rule 19: Certain provisions are included to allow greater use of communal facilities by residents, for example: <ul style="list-style-type: none"> • Rowing on, and swimming in, the dam for training and exercise purposes. • Fishing on a catch and release basis in the dam. • The provision regarding the use of cycles, skateboards etc. is omitted. Certain provisions are included to improve the management of communal facilities, for example: <ul style="list-style-type: none"> • Only residents may enter and use the dam and surrounding area. • Minors must at all times be under adult supervision while in the dam and surrounding area and on the playground. • No person may enter and use the dam before sunrise and after sunset. • Intoxicated persons No intoxicating substance may not enter the dam and surrounding area.

STELLENBOSCH MUNICIPALITY
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STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-
LAW (2015). 2023

MUNICIPAL MANAGER

DATE

DATE OF AGM	DESCRIPTION OF AMENDMENTS
27 November 2014 (continued)	<ul style="list-style-type: none"> No homemade floatation devices or sailing or motorised watercraft are allowed on the dam. Users of kayaks, canoes and similar paddling watercraft must at all times wear a personal floatation device when using the dam. Only residents may use the playground area.
	A provision is included to emphasise that a person who makes use of any communal facility on the Estate must apart from the Estate Rules also observe strictly any applicable control measures .
	Rule 20.3: Two slightly differing provisions regarding the planting or removal of trees, shrubs or plants have been reconciled and combined into one provision.
	Rule 16: Erecting of signage and distribution of advertisements are more strictly managed.
	Rule 17: The maintenance of undeveloped erven is defined in more detail.
	Rule 18.5: Ferocious pets must be muzzled when walked.
	Rule 26.6: Excom or its subcommittee may after due deliberation confirm, reduce or revoke a penalty by resolution with an ordinary majority instead of the current two-thirds majority.
24 October 2019	
	Rule 1.1A: A new definition 1.1A is inserted ("Excom").
	Rule 1.6: A new definition 1.6, "vleiland", is inserted to facilitate reference to the private open space located in the corner of the estate next to the R304 entrance gate.
	Rule 12 is amended to more comprehensively address matters related to traffic control.
	Rule 13.1 was relocated to rule 12.1.
	Rule 13.5: A new rule 13.5 is inserted to improve the management of vehicles on private open spaces.
	Rule 14.2 is extended by including the second sentence to make provision for a control measure that is already in place.
	Rule 15 is extended by rule 15.4 that speaks to the disposal of garden refuse.
	Rule 15A: A new rule 15A is inserted to govern the installation of water tanks.
	Rule 15B: A new rule 15B is inserted to govern the installation of generators.
	Rule 18A: A new rule 18A is inserted that speaks to the letting of properties.

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MUNICIPAL MANAGER

7/6/2023
DATE

DATE OF AGM	DESCRIPTION OF AMENDMENTS
	Rule 19 is extended to include the management of the use of the vleiland area in line with the rules already in place for the dam area.
	Rule 19.9 is amended to accommodate a control measure that is already in place.
	Rule 19.10 is a combination of Rule 19.10 and Rule 9.11 without any amendments.
	Rule 19.11 is omitted, with its contents included in Rule 19.10.
	Rule 19.15: A new rule 19.15 is inserted regarding the use of drones.
	Rules 23.1 and 23.2 are amended, and a new rule 23.3 inserted to formalise the administrative process in case of the breach of rules.
	Rule 25 is amended to increase the interest on the cost of the remedying a breach and/or a fine that is not paid by due date to two percent (2%).
	Rule 26A is inserted to more clearly define the application for written consent from Excom.
	Schedule of Fines updated and adjusted in accordance with rules.
26 November 2020	
	Rule 16 was amended, omitting Rules 16.2, 16.3 and 16.4, pursuant to a special resolution passed at the AGM on 26 November 2020.
24 November 2022	
	General: The word "fine" has been replaced by "penalty" as "fine" is widely regarded as a "sum of money ordered by the court to pay for an offence, after the complete persecution in the matter". On the other hand, "penalties" do not involve court proceedings and are imposed when a person does not comply with the provision of a specific act." A number of style and grammatical inconsistencies have been corrected, for example the word "object" is replaced with "objective" where the use of the latter is more appropriate.
	Definition 1.6: The name of the area adjacent to the R304 entrance gate, currently referred to as "vleiland" is amended to "Welgevonden Park". This area was previously erroneously referred to as, "vleiland", while it is in fact not a "vleiland".
	Rule 19 is amended to omit reference to "vleiland" and include the name "Welgevonden Park" instead. See also explanation in "Definition 1.6" above.
	A new rule 26.1A is inserted, stipulating the time period allowed for lodging an appeal, thereby rectifying an aspect that the rules have been silent about.
29 November 2023	
	Rule 12.1 is amended pursuant to a decision taken at an Excom meeting held on 26 January 2023, with the speed limit (Rule 12.2) lowered from 40 km/h to 30 km/h

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION OF THE WELGEVONDEN PARK ESTATE

APPROVED IN TERMS OF THE

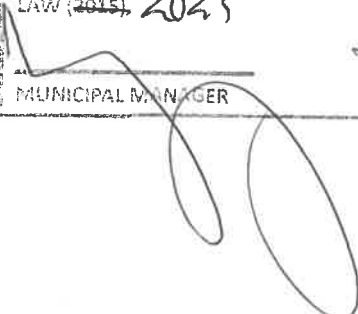
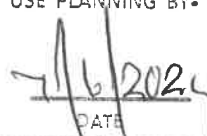
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).

2023

MUNICIPAL MANAGER

DATE 7/6/2024

DATE OF AGM	DESCRIPTION OF AMENDMENTS
	with effect 1 March 2023. Reported at the AGM on 29 November 2023 to clause 59A of the <i>WHOA Constitution</i> .
	<p>A new rule 7.4 is inserted which includes the responsibility of all members to ensure that a digitised/electronic version of the Stellenbosch Municipality-approved building plans for their dwelling is submitted to the Welgevonden Estate Office on or before 1 (one) December 2025 in accordance with clause 70.1 of the <i>WHOA Constitution</i>.</p> <p>Non-compliance penalty: R1 500, imposed with the standard penalty rules of the WHOA applicable.</p>
	<p>A new rule 14.6 is inserted to regulate the submission of proposals to convert streetscapes in front of dwellings by, amongst others, removal/replacement of soft landscaping, installation of hard landscaping (i.e. paving), removal of trees and creation of parking space to the Welgevonden Estate Office in terms of par. 5.12.1.(f) of the <i>WHOA AD&DG, Version 8 – 29 November 2023</i>.</p> <p>Non-compliance penalty: R500, imposed under the standard penalty rules of the WHOA.</p>
	A new rule 18A.4 is inserted to regulate the rental agreements of all properties. Tenants/occupants shall only be registered on the Welgevonden Estate biometric system if all requirements listed in this rule are complied with.
	Rule 19.14 is amended to replace "... river/stream area ..." with "...watercourse..." and to include content to regulate the actions of owners regarding their pets entering the dam and Welgevonden Park areas with them.
	Rules 26.1 and 26.1A are combined to exclude duplicated content.

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MUNICIPAL MANAGER	DATE