



STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/18317 (TP911/2024)

Our File Reference Number: Erf 89, Jamestown

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 A CONDITION OF APPROVAL: ERF 89, LA CLEMENCE RETIREMENT VILLAGE, JAMESTOWN, STELLENBOSCH

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

2.1 That the following application in terms of Section 15(2) of the Stellenbosch Municipal Land Use Planning Bylaw on Erf 89, Jamestown for:

- 2.1.1 a Permission required in terms of a Condition of Approval for the La Clemence Retirement Village in terms of Section 15(2)(l) of the bylaw to approve the amended constitution of the Home Owners Association.

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

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

- 3.1. The approval only applies to the proposed 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.
- 3.2. 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.

3.3. The following provisions in section 15.1 ...*"The provisions contained in 15.1 above are mutatis mutandis applicable to this clause"* must be omitted.

3.4. The La Clemence Home Owners Association be subject to the endorsed Constitution of the La Clemence Home Owners Association attached as **APPENDIX 2**.

4. The **reasons** for the above decision are as follows:

4.1. The amendment of the constitution will not change the previous approvals granted of a retirement village.

4.2. No public amenities and services will be affected by the amendments.

4.3. The amendments primarily deal with better internal arrangements and administration of the Home Owners Association, and will not affect the rights of the owners in the village.

5. **Matters to be noted:**

5.1. None

6. 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.

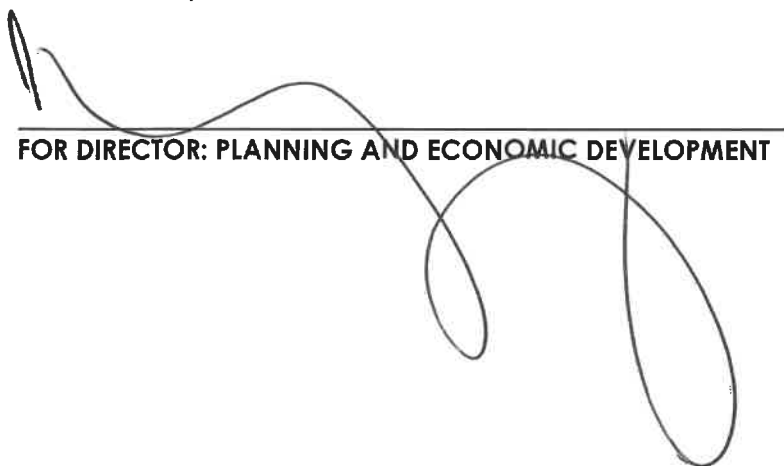
7. Appeals must be submitted by completing the required form with the prescribed information to satisfy the requirements of Section 80(2) of the said By-law, failing which the appeal will be invalid in terms of Section 81(1)(b) of the said By-Law.

8. **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**

9. 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.

10. The appeal form and 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 or 021- 808 8684.
11. 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.
12. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.
13. 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



FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

22/5/2025
DATE

APPENDIX 2

Amended LCHOA Constitution

Constitution of the *la Clémence* Home Owners' Association

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**

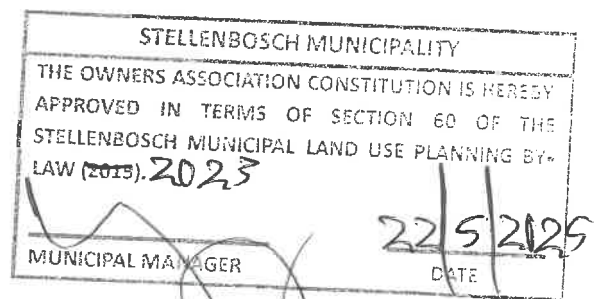
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MUNICIPAL MANAGER

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1. NAME

The name of the Association is “The *la Clémence* Home Owners’ Association (**LCHOA**)”, an association created in terms of section 29 of the Ordinance on Land Use Planning, Ordinance 15 of 1985, as amended, as well as in terms of section 7(a) of Regulation R1351 of 30 June 1989 issued in accordance with the Housing Development Schemes for Retired Persons Act, 65/1988.

2. DEFINITIONS

Unless the content indicates otherwise, in this Constitution the following meanings apply:

“**Act/Acts**” – The Housing Development Schemes for Retired Persons Act, Act No 65 of 1988, as amended; and The Older Persons Act, Act No 13 of 2006; both or either, as indicated by the context, **as well as any relevant legislation and regulations which may become applicable in future;**

“**Association**” – the *la Clémence* Home Owners’ Association;

“**Bonheur**”- a Sectional Title Unit more fully described as “Unit 1 in the Sectional Title Scheme known as La Clémence Health Care Centre, SS452/2009 in the Municipality of Stellenbosch, Province of the Western Cape” consisting of 20 liferight units being sold by the Trustees of the Bonheur Trust, No IT2941/2009;

“**common property**” – with reference to a housing development scheme managed for, or related to:

- (a) a sectional title scheme, common property as defined in the Sectional Titles Act;
- (b) all title deeds registered in the name of the LCHOA;

“**controlling architect**” – Dennis Moss Partnership or any other architects that the Association may appoint from time to time;

“**development**” – all improvements on section 865 of the farm Blaauw Klip No. 510, Stellenbosch and includes the single residential component, the Health Care Centre (HCC), the Club house and all other facilities on the common property, and the streets;

“**domicilium**” – the residential address of any member in *la Clémence*, or any other such address of which the member has informed the Association in writing, where such member will accept delivery of any notice in accordance with this Constitution;

“**estate manager**” – the person appointed by the management association to manage the general and the financial administration of *la Clémence* in accordance with the conditions of **an agreement** concluded with the estate manager. Any reference to general and/or financial manager shall be read as a reference to estate manager;

“**executive committee (EC)**” – a Committee elected by the members at an annual general meeting having a similar meaning as “a committee of the management association” as defined in Regulation 9(1)(p) as well as a “Residents’ Committee” as described in Clause 20 of the The Older Persons Act, Act 13 of 2006, and regulations thereunder. Wherever the word “Executive Committee” is used in this Constitution, it shall have a similar meaning as the term “Committee of the Management Association” or “Residents’ Committee” and vice versa. The said Executive Committee shall consist of as many members as the Association may determine at a special or general meeting;

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“facilities and services” – the facilities and services referred to in section 4 (1) (o) of the Act, including any facility or service, or improvement of an existing facility or service provided in accordance with a decision of the management association or a legal person as defined in the Sectional Titles Act, or a share-block company as defined in the Share-Block Control Act, or a developer, or otherwise, as the case may be;

“frail care centre (FCC)” – a sectional title unit, more comprehensively described as “Unit 2 in the Sectional Title Scheme known as La Clémence Health Care Centre, SS452/2009 in the Municipality of Stellenbosch, Province of the Western Cape” where care services are rendered to frail residents;

“health care centre (HCC)” – Bonheur and the Frail Care Centre (FCC);

“healthcare questionnaire” a confidential medical questionnaire in the form and format as prescribed by the LCHOA;

“home owners’ association” – an association established in terms of section 29 of the Ordinance on Land Use Planning, Ordinance 15 of 1985, as amended, as well as in terms of section 7(a) of Regulation R1351 of 30 June 1989 issued in accordance with the Housing Development Schemes for Retired Persons Act, 65/1988, which has the same meaning as the term “management association”, for which provision has been made in Regulation 8, and wherever the term “management association” is used in this Constitution it shall have the same meaning as the term “home owners’ association”, and vice versa;

“la Clémence” – the Development on section 865 of the farm Blaauw Klip Number 510, Stellenbosch;

“life partner” – a person with whom a permanent relationship has been formed;

“management agreement” – a signed agreement whereby an estate manager is appointed and which prescribes the manner in which an estate manager is to manage the housing development scheme with an emphasis on its financial aspects;

“management association” – an Association as provided for in Regulation 7 and has the same meaning as the term “Home Owners Association” established in terms of Section 29 of the Ordinance on Land Use Planning, Ordinance 15 of 1985, as amended; and includes the word “Residents” referred to in Clause 20 of the “The Older Persons Act, Act 13 of 2006”; and wherever the term “Home Owners Association” is used in this Constitution, it shall have a similar meaning as the term “Management Association” or “Residents” and vice versa;

“management committee” – 3 (three) members of the EC, of which 1 (one) will be the Chair, or in his/her absence the vice-chair, as is referred to in clause 8.4 hereof;

“member” – a member as defined in clause 6.1 of this Constitution;

“multi disciplinary team” – a management team, composed of senior staff members who have experience in different fields of study, including social-, clinical and management fields.

“ordinance” – Ordinance on Land Use Planning, 15 of 1985, as amended;

“owner” – the registered owner of a residential unit or sectional title unit in la Clémence as proved by a title deed registered with the Title Deeds Office in Cape Town;

“person” – includes a company, close corporation, partnership, trust or other association of persons that may legally own immovable property;

“qualifying age” – the age of 55 (fifty-five) years;

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“**regulations**” – either the Regulations issued in terms of the Act being R1351 of 30 June 1989, as amended, R3091 of 31 August 1990, R2092 of 31 August 1990 and R1349 of 14 June 1991 or the Regulations promulgated in terms of The Older Persons Act, Act No 13 of 2006; as indicated by the context, as well as any relevant legislation and regulations which may become applicable in future;

“**resident**” – a natural person as defined in clause 7.1 of this Constitution and also includes a tenant;

“**residential unit**” – a residential erf with a dwelling on it in *la Clémence* which is primarily meant for persons older than 55 years of age who are able to live self-reliant, independent and self-supported;

“**Rules of conduct**” – Rules compiled and implemented by the executive committee (EC) in terms of clause 16 of this Constitution;

“**sectional title unit**” – a section indicated on a Sectional Plan as such in terms of the Sectional Titles Act together with its undivided share in common property allocated to that section in accordance with the sectional title quota of that section;

“**special resolution**” – a decision taken by a majority of at least 75% (seventy-five percent) of the votes of those present and voting, who are eligible to vote at a general meeting for which at least (14) fourteen days’ notice has been given and which notice states the special resolution;

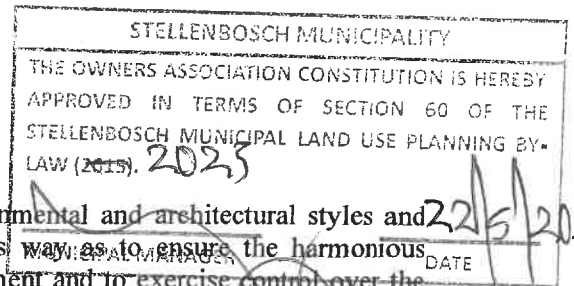
Words in the singular include the plural, and vice versa; the use of the masculine gender includes the feminine and neutral genders, and vice versa.

3. APPLICATION OF THE ORDINANCE, THE ACTS AND THE REGULATIONS ISSUED IN TERMS OF THE ACT

The provisions of the Ordinance with respect to a Home Owners Association as well as the provisions of Regulations 7, 8 and 9 under the Housing Development Schemes for Retired Persons Act with respect to a “Management Association” and of The Older Persons Act and Regulations in terms thereof, are applicable to *la Clémence* and to this Constitution and the Rules of Conduct referred to in paragraph 16 below. These provisions must be read together and reconciled with one another as far as possible. If a dispute arises regarding interpretation, the Act and Regulations which are of a specific nature shall enjoy priority above the provisions of the Ordinance which are of a more general nature.

4. THE AIMS OF THE ASSOCIATION

- 4.1 The aims of the Association are determined by the striving to comply with the provisions of the Act/Acts, namely to provide, promote or, if necessary, enforce by way of the EC such standards for high-density community life in *la Clémence* which would ensure that members derive the greatest shared benefit from this by doing the following, among other things:
 - 4.1.1 The administration and supervision of *la Clémence*, a housing development mainly for persons older than 55 years;
 - 4.1.2 providing care and assistance to residents to promote their wellbeing;
 - 4.1.3 The promotion and application of such standards of community life that members and residents may derive the maximum collective benefit from them;



- 4.1.4 The promotion of acceptable aesthetic, environmental and architectural styles and criteria for design for *la Clémence* in such as way as to ensure the harmonious development and maintenance of the Development and to exercise control over the design, development and maintenance of all units in the Development;
- 4.1.5 Maintaining, to the greatest advantage of all members of the Association, civic and electrical services, street lighting, landscaping (including the irrigation system), the Frail Care Unit (FCC) and all other facilities located in the private open spaces of *la Clémence*; and
- 4.1.6 The implementation of the Rules of Conduct for the benefit of the members of the Association.

5. REALISATION OF THE AIMS

The executive committee (EC) is responsible to ensure that the aims of the LCHOA, as set out in 4.1, be carried out.

6. MEMBERS

- 6.1 Membership of the Association is restricted to the owners of one or more residential or sectional title units in *la Clémence* as proved by a Deed of Transfer registered in the Cape Town offices of the Registrar of Deeds. At the time of registration of the aforementioned deed of transfer the owner automatically becomes a member of the Association and as such is obliged to comply with all the provisions of this Constitution and the Rules of Conduct. No person can terminate his membership of the Association while he is the registered owner of a residential or sectional title unit in *la Clémence*.
- 6.2 Every member is entitled to one vote for each residential or sectional title unit registered in his name in *la Clémence*.
- 6.3 Membership of the Association is transferred from the previous owner to the new owner at the time of the registration of the deed of transfer of one or more residential or sectional title units in *la Clémence* in the Deeds Office in Cape Town.
- 6.4 Every member pays a monthly levy in advance to the Association, as determined by the Association at a general meeting.

7. RESIDENTS

- 7.1 Seeing that *la Clémence* has been developed mainly for the accommodation of retired persons above the age of 55 (fifty-five) years, no residential or sectional title unit in the Development may be owned by persons under the age of 55 (fifty-five), or transferred to such person, or occupied by such person, except under the following circumstances:
- 7.1.1 If the owner is not a natural person, or if the owner decides someone else may occupy the unit, he may appoint a natural person (and his spouse or life partner) as occupant, on condition that the nominated person or his spouse or life partner has reached the qualifying age. Such nomination must be directed in writing to the

Association at its *domicilium* and be approved and accepted by the Association before such nominated person may occupy the unit.



- 7.1.2 A residential unit in *la Clémence* may only be owned or occupied by a person younger than the qualifying age during the lifetime of that person's spouse or life partner, on condition that such spouse or life partner had already reached the qualifying age at the commencement of the ownership or occupation of such residential unit.
- 7.1.3 A person younger than 55 years of age may only reside in the Health Care Centre (HCC) if such person furnishes the EC with a medical certificate certifying that he qualifies, on medical grounds, to be taken up in the HCC.
- 7.2 The maximum number of persons who may occupy residential units in *la Clémence* permanently is as follows:
2 (two) persons in a one-bedroom residential unit; and
4 (four) persons in a two- or three-bedroom residential unit.
- 7.3 An occupant does not include an employee, or a home or health care assistant of the occupant or owner, and such employee, or home or health care assistant may only live with the owner or occupant in his residential unit for such period and under such conditions as may be decided by the EC at its sole and exclusive discretion once the EC has properly considered all the circumstances of the particular case;

8. EXECUTIVE COMMITTEE

- 8.1 The powers of the Association, as opposed to those that can be exercised by members only at a general meeting, are exercised on behalf of the members by the Executive Committee (hereafter the EC).
- 8.2 The EC consists of 9 (nine) persons, or such number of persons as the Association may decide at a Special or General Meeting. A maximum of 4 (four) of the 9 (nine) persons may be elected or co-opted from among residents who are not members of the Association. In the case of ownership by a legal person, his nominee may be elected to the EC. The EC shall be entitled, according to its sole and exclusive discretion and need, to co-opt members or residents to fill any vacancies or gaps in the EC.
 - 8.2.1 The members of the EC are elected at an Annual General Meeting for a term of 3 (three) years;
 - 8.2.2 Members who have completed their term of 3 (three) years and have retired, shall be eligible for re-election for an additional period of 3 (three) years;
 - 8.2.3 No member shall be entitled to be a member of the EC for more than 6 (six) consecutive years. His membership of the EC shall automatically expire at the 6th Annual General Meeting after the date of his first election as member of the EC, and a period of at least 2 (two) years must elapse before he may make himself eligible for re-election as a member of the EC.
- 8.3 The Chair, and in his/her absence the vice-chair, and Portfolio chair(s) of the EC of which the portfolios are relevant to the matter under discussion constitute a management committee that is authorised in the interim between EC meetings to deal with any urgent

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matters, to take decisions and finalise matters. The minutes of such meetings are submitted at the first subsequent EC meeting for notice and authorisation of decisions.

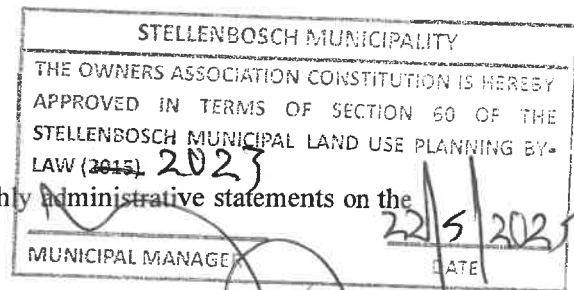
- 8.4 The EC shall meet at a time and place as it determines from time to time, on condition that it must meet within 21 (twenty-one) days before an Annual General Meeting. During the time that a member of the EC is out of the Republic, such member need not receive notice of a meeting. The chair may convene special meetings.
- 8.5 4 (four) members of the EC may at any time convene a meeting by giving other members of the EC 10 days' written notice of the proposed meeting, provided that the notice specifies the reasons for such a meeting. In the case of an emergency there may be a shorter period of notice that is regarded as reasonable under the circumstances.
- 8.6 4 (four) members of the EC form a quorum for any meeting of the EC. If there is no quorum present at any meeting 10 minutes after the specified starting time, the meeting adjourns until the same time the following day.
- 8.7 If the membership of the EC falls to below the number required for a quorum, the remaining members may continue to function with the exclusive purpose of convening a general meeting of members.
- 8.8 The EC keeps minutes of all its meetings and decisions. The minutes must be approved at the subsequent meeting of the EC and a full report on meetings must be supplied to members at an Annual General meeting.
- 8.9 A Chair is chosen from the members of the EC, and as such are automatically in this position for the Association. The Chair and the Secretary hold their posts up to and including the next Annual General Meeting.
- 8.10 All management decisions are taken by an ordinary majority. In the case of an equal vote the Chair shall have a participatory vote as well as a casting vote.
- 8.11 The management and administration of the Association are vested in the EC, which may exercise all powers vested in the Association, with the exception of special resolutions and powers, which are reserved for a general meeting of members. Without any limitation of the general nature of these powers, such powers shall include the following:
 - 8.11.1 Determining what shall apply as acceptable, as well as unacceptable standards for community life in *la Clémence*;
 - 8.11.2 The execution of actions that may be necessary to realise the aims set out in the Constitution;
 - 8.11.3 The investment and reinvestment of the Association's funds that are not required for immediate use in a manner to be determined from time to time;
 - 8.11.4 See to the proper bookkeeping of the accounts of administration and the finances of the Association at the *domicilium* of the Association or at any other place or places that the EC may regard as acceptable, including the management of a bank account with all the powers necessary to operate such an account;
 - 8.11.5 See to it that the financial statements of the Association are audited annually;



- 8.11.6 Negotiate, conclude and implement contracts and agreements with any party for the promotion of any of the aims of the Association;
- 8.11.7 The employment and remuneration of agents, employees and other parties;
- 8.11.8 the compilation, amendment, revocation and addition to the Rules of Conduct will always be subject to the approval at the first subsequent annual- or special general meeting by the members of such amendments or additions or revocations, which Rules of Conduct will be binding upon the members as if the aforesaid Rules of Conduct forms part of this Constitution;
- 8.11.9 The right to issue a summons or defend legal actions in the name of the Association and to appoint legal representation for this purpose;
- 8.11.10 Signing the required approval for transfer in the Deeds Office at Cape Town of a residential unit in *la Clémence* from the seller to the buyer, which approval shall be signed only once the seller has complied with all his obligations in terms of this Constitution;
- 8.11.11 The execution of such actions as may appear to be necessary to ensure the safety of people and residential units in *la Clémence*. *Specific reference is also made of residents with psychiatric- and emotional problems who may pose a risk for themselves, other residents, staff and property;*
- 8.11.12 To properly maintain, control, manage and administer the common property and all improvements and buildings thereon for the benefit of all members;
- 8.11.13 The right to buy, hire or otherwise acquire moveable property for the purposes of operating the housing development scheme.
- 8.12 Any action by a member of the EC shall, regardless of the fact that it may later appear that there were flaws in the appointment or continuation of such member's membership of the EC, be just as valid as if that member had been legitimately appointed as member of the EC;
- 8.13 No member of the EC shall be entitled to any remuneration for services rendered as a member of the EC, with the exception that *bona fide* expenses that EC members incurred in the performance of their duties may be claimed back from the HOA in the prescribed manner.
- 8.14 No member of the EC shall be liable to the Association or any of its members, or to any other person or institution, for any action or omission by himself, or by the Association, its employees or agents. An EC member shall be indemnified by the Association against any loss or damage suffered by him as a consequence of any possible alleged liability, on condition that such member had acted in good faith, and was not grossly negligent, in the light of the information at his disposal or which he could reasonably be expected to have been aware of.

9. PERSONNEL

- 9.1 The EC appoints, on behalf of the Association, an Estate Manager to administer the general and financial affairs of *la Clémence*, to keep a thorough record of such affairs, and to



report to the EC on a monthly basis by means of monthly administrative statements on the finances of la Clémence;

- 9.2 The Estate Manager shall have the necessary financial qualifications and expertise and shall be responsible for such tasks as the EC shall decide in its sole and exclusive discretion.

10. FRAIL CARE CENTRE (FCC)

- 10.1 All costs of managing and operating the Frail Care Unit (FCC), shall be for the account of the LCHOA;

- 10.2 In order to ascertain their healthcare needs, la Clémence require from all prospective residents the furnishing of a prescribed healthcare questionnaire, completed by a general medical practitioner or medical specialist who is involved with and aware of the prospective residents' medical history and current medical condition.

The completed health care questionnaire in respect of each and every prospective resident must be delivered to the estate manager within five working days **before** the signature of any agreement that grants the right of residence in la Clémence.

- 10.3 La Clémence renders various healthcare options delivered by **own staff and/or** a preferred healthcare service provider, at rates determined by the EC. This service includes the following:
- 10.3.1 care of frail elder persons in the FCC, excluding persons with dementia and psychiatric requirements **who's medical condition may pose a threat for themselves, other FCC residents, or staff. These services in the FCC are rendered, subject to the availability of beds and the allocation of beds is based on official criteria specified by the EC;**
- 10.3.2 home care services outside the FCC, including primary healthcare to all residents, excluding persons with dementia and psychiatric requirements **who's medical condition may pose a threat for themselves, other FCC residents, or staff;**
- 10.4 In the event that the **multi disciplinary team** comes to the knowledge that a resident's or prospective resident's healthcare requirements cannot be met, the estate manager will be advised accordingly. **The estate manager shall, after consultation with the resident, prospective resident and/or owner and/or close family, inform the relevant party of this in writing. In such a case where the decision has been made and communicated as stated above, the prospective resident may not occupy the unit.**
- 10.5 Residents who choose to use home care services may make use of private carers or agencies of their own choice, on condition that the stipulations as set out in Clause 13.6 of the Rules of Conduct of la Clémence are strictly and fully complied with. **Residents are responsible to ensure that private carers or agency staff have the required training.**
- 10.6 Private carers or agency staff also referred to in 7.3, may only reside in a residential unit whilst providing care services to the resident.
- 10.7 In the event that any resident of la Clémence or patient in the Frail Care Unit (FCC) contracts serious health problems necessitating urgent admittance to a hospital and their

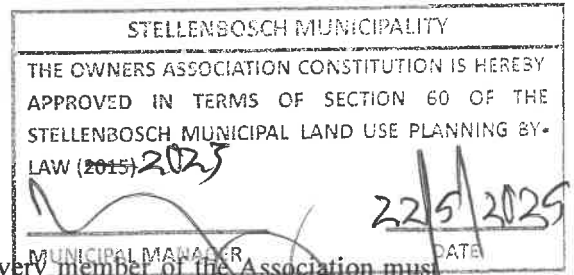
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responsible relations cannot be contacted timeously for the required consent, the personnel of the FCC shall be entitled to refer such person to a hospital by ambulance and all costs of such referral shall be for the resident or patient.

- 10.8 All residents should at all times have a set of keys available at the FCC which will ensure access to their residential unit in case of an emergency. Residents who do not want to comply with this practical requirement, will be required to complete a waiver form.

11. ANNUAL GENERAL MEETING

- 11.1 An Annual General Meeting shall be held once a year at a time and place determined by the EC, on condition that no more than 15 (fifteen) calendar months elapse between two consecutive meetings. Matters to be discussed at the meeting shall include the following:
- 11.1.1 Submission of an annual report of the Association's activities;
 - 11.1.2 The approval and adoption of the minutes of the previous Annual General Meeting;
 - 11.1.3 Approval of the audited financial statements and accounts;
 - 11.1.4 The consideration of resolutions, for which proper notice has been given, affecting the Association's affairs;
 - 11.1.5 To determine the fixed monthly rate that each member of the Society must contribute to enable the society to meet its obligations should a Special General Meeting omit to do this.
 - 11.1.6 The election of members to fill any vacancies on the EC;
 - 11.1.7 Any other matters.
- 11.2 The EC may convene ordinary meetings whenever necessary.
- 11.3 Ordinary meetings are convened at the written request of no fewer than 20 (twenty) members directed to the chairperson of the EC.
- 11.4 Any legal person that is a member of the Association may, in accordance with a decision taken by its board or management body, appoint any person to act as its representative at any meeting of the Association, and the person who is nominated as such shall enjoy the same rights as any other ordinary individual member and exercise them on behalf of the legal person.
- 11.5 A special general meeting of members can be called by the EC when necessary or on the written request of not less than 20 voting members addressed to the chairman of the EC.
- 11.5.1 A request by members must specify the purpose of the meeting.
 - 11.5.2 Matters to be raised at the meeting could include the following:



- 11.5.2.1 The determination of the monthly levy that every member of the Association must pay for the proper execution of the aims of the Association.
- 11.5.2.2 Any other matter that may require a special resolution in terms of the Constitution.
- 11.5.3 Notice of a Special General Meeting is as for an Annual General Meeting.

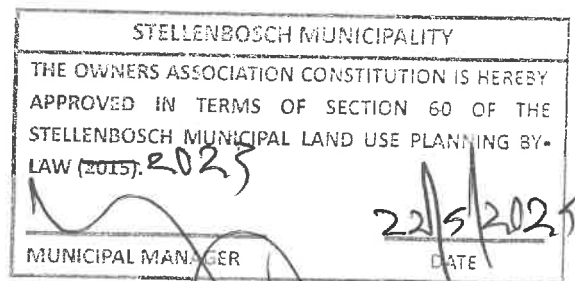
12. SPECIAL RESOLUTIONS

Any resolution that entails a decision on the matters set out below taken at any meeting of the Association shall only be valid and enforceable if it has been taken by way of a special resolution, namely:

- 12.1 Any decision to sell, to encumber or to alienate immovable property;
- 12.2 The alienation or encumbrance of any real rights with respect to the common property;
- 12.3 The destruction or alteration of buildings or any part of buildings on the common property, **excluding maintenance**;
- 12.4 The application of reserve funds for any other purpose as that for which the funds were created or earmarked;
- 12.5 The amendment of this Constitution, but not the Rules of Conduct.

13. LEGAL STATUS

- 13.1 The Association comes into being on the date of the registration of the first residential unit in *la Clémence* in the name of a purchaser in the Deeds Office in Cape Town.
- 13.2 The Association is a Home Owners' Association:
 - 13.2.1 with a full legal personality, with the power to institute legal actions in its own name and to defend legal steps taken against the Association; and
 - 13.2.2 none of its members has, in their personal capacity, any rights, claim or interest in the property, funds or assets of the Association; which assets are vested in, and controlled by, the EC in accordance with the provisions of this Constitution; and
 - 13.2.3 who does not act for personal profit for their own benefit, but exclusively for the benefit of the owners of residential units in *la Clémence*;
 - 13.2.4 with the right to acquire, keep, hire or alienate moveable as well as immovable property.



14. LEVIES

14.1 Except for any limitations decided upon by a general meeting of members, the Association has the power:

14.1.1 To introduce a levy fund for administrative expenses that are, in the Association's judgement, sufficient to cover the costs of repairs, maintenance, control, management and administration of the Development, accommodation, grounds, common property and the associated building or buildings, including making reasonable provision for future maintenance and repairs, for the payment of tariffs and taxes for the supply of electric power, gas, water, fuel, and sanitary and other services to the buildings and grounds, and any insurance premiums, as well as for meeting any obligation of the Association, which shall include, without limiting the generality thereof, the provision of meals and health care services to members. Such levies may be fixed annually, but shall be collected monthly in advance.

14.2 If the monthly advance payment of the levy has not been paid within 7 (seven) days after the due date, the Association may take legal steps in order to collect the money. The legal costs incurred by the Association for taking legal steps shall be paid by the member and be added to his levy. Interest shall be charged from the overdue date to the date upon which the arrears are paid at the prime interest rate on overdrawn accounts that the bank of the Association charges from time to time. Any member whose levy, costs or interest is not fully paid shall not be entitled to:

14.2.1 voting rights at general meetings; and

14.2.2 membership of the EC; and

14.2.3 registration of transfer at resale of his residential or sectional title unit in the name of a purchaser.

14.3 The normal applicable monthly levy shall be based on the actual area of the residential unit and **Bonheur**, as measured by a quantity surveyor, provided that:

14.3.1 Porches, open or enclosed, will not be taken into account at the determination of the area that will be used for the calculation of the normal applicable monthly levy.

14.3.2 The area of a second garage is fixed at 21,3m² (twenty-one comma three) square meter and 50% (fifty percent) of this area is taken into account at the determination of the area that is used in the calculation of the normal applicable monthly levy.

15. SUBMISSION OF BUILDING PLANS FOR RESIDENTIAL UNITS AND LANDSCAPING

15.1 Members are obliged to submit plans to the EC for review and approval for all building and construction, restoration, alteration or extensions as well as external extensions such as awnings, chimneys, air conditioning units, solar panels, fan extractors, tv dishes, burglar bars, security gates, shutters etc. Before such plans are submitted to the local authority, the EC must make its decision known to the applicant within 14 (fourteen) days after the plans

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have been submitted to it. The EC may, where applicable, request comment from the controlling architect. The cost of the controlling architect shall be for the account of the applicant and shall be paid without delay upon receipt of an invoice from the controlling architect. Members are furthermore obliged to submit plans for garden landscaping and changes thereto to the EC for investigation and approval. Members may only plant trees, shrubs and plants in accordance with the prescriptions of LCHOA. ~~The provisions contained in 15.1 above are mutatis mutandis applicable to this clause.~~

- 15.2 If a member is dissatisfied with the decision of the EC, he shall have the right to refer such dispute for arbitration in terms of the provisions of clause 20 below.

16. RULES OF CONDUCT

- 16.1 The Rules of Conduct of *la Clémence* as approved in 2008 by the members on an annual general meeting may be amended or added to by EXCOM in their sole discretion, as required by circumstances on condition that such amendments or additions be approved at the first subsequent annual general meeting by the members;
- 16.2 These Rules of Conduct shall be circulated to all members and shall be binding on all members as if the aforesaid Rules of Conduct forms part of this Constitution.

17. THE RE-SALE AND LETTING OF RESIDENTIAL UNITS

The following conditions apply at the resale of any residential unit in *la Clémence*:

- 17.1 At every resale and against the consequent registration of transfer of a residential unit in *la Clémence* the Seller shall be responsible for:
- 17.1.1 Paying 10% (ten percent) of the gross purchase price to the EC for payment into the *la Clémence* Home Owners' Association's funds for levy stabilisation and maintenance, which funds are administered in terms of the Constitution; and
- 17.1.2 0,5% (zero comma five percent) of the gross purchase price to the Stellenbosch Municipality or any other entity created by them for community development;
- 17.1.3 Making the contents of this Constitution and the Rules of Conduct known to the purchaser by attaching a copy of this Constitution and the Rules of Conduct to his deed of sale;
- 17.1.4 Making the provisions in clauses 10.2 to 10.8 of the Constitution, as far as health care and the completion of the healthcare questionnaire are concerned, known to the purchaser;
- 17.1.5 The provisions in 17.1.1 to 17.1.4 above shall be contained as conditions in the purchase contract at all resales of residential units in *la Clémence*;

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17.1.6 Submitting the purchase contract to the EC to co-sign as acceptance of the benefits contained in clause 17.1.1 above on behalf of the Association and to see that the provisions of 17.1.5 above have been complied with.

17.2 The purchase contracts referred to in this clause include any agreement in terms of which transfer duty is payable and also, without limiting the generality thereof, any agreement in terms of which the control of a trust, company, CC or legal entity which own residential or sectional title units in *la Clémence*, is amended

17.2.1 Any change in the membership of a Closed Corporation, directorship of a company, trustees or beneficiaries of a trust, or any change in the ownership of a legal entity which own residential or sectional title units in *la Clémence* must be immediately registered with the HOA.

17.3 The letting of all residential units in *la Clémence* shall be done in terms of the official lease agreement of the HOA which is available free of charge from the Manager, or alternatively by way of a personal written lease agreement, containing the essential conditions regarding the obligations of the lessee pertaining to medical assessment, utilisation of the medical care facilities of *la Clémence* and the regulations pertaining to pets.

17.3.1 The abovementioned lease agreement has to be countersigned by EXCOM on behalf of the HOA as an interested party thereto, for the validity thereof and no lessee will be entitled to take possession of the relevant residential unit before the above conditions have been fully complied with to the satisfaction of EXCOM.

17.3.2 All lessees and any person/s occupying a house through him or on his behalf in *la Clémence* shall be subject to and bound by the provisions of the Constitution and Conduct Rules of the *la Clémence* Home Owners Association, as amended or amplified from time to time.

17.3.3 No sub-letting of any residential or sectional title units in *la Clémence* is permissible.

17.3.4 Lessees will pay a compulsory monthly administrative fee as determined by the EC from time to time.

18. NOTICES

18.1 Any notice issued in terms of the provisions of this Constitution shall be valid and effective only if it is writing, but notices per fax or e-mail are also regarded as written.

18.2 If a member does not give notice to the Association that his *domicilium* is another address in South Africa, his residential address in the Development shall be regarded as his *domicilium* for the purposes required in this Constitution. A notice of another *domicilium* shall become effective within three days (public holidays excluded) from the receipt of such address by the Association.

18.3 Any notice to a member:

18.3.1 that is sent by prepaid registered post to his *domicilium* shall be regard as having been received by him within seven days after despatch thereof; or

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- 18.3.2 delivered by hand to a responsible person at his *domicilium* shall be regarded as received on the day of delivery thereof; or
- 18.3.3 sent by fax to his stated fax number or e-mail address shall be regarded as received on the day of transmission thereof.
- 18.4 Notwithstanding anything in conflict with what is contained herein, a written notice or communication that has actually been received by a member shall be regarded as sufficient written notice or communication, notwithstanding the fact that it was not sent to his chosen *domicilium*.

19. CONDITIONS IMPOSED BY SARS FOR THE ASSOCIATION'S EXEMPTION FROM INCOME TAX

In order to qualify for income tax exemption in accordance with section 10(1)(e)(iii) of the Income Tax Act, the Association must comply with the following conditions:

- 19.1 The sole object of the Association must be to manage the collective interests common to all its members, which includes expenditure applicable to the common property of such members and the collection of levies for which such members are liable; and
- 19.2 The Association is not permitted to distribute its funds to any person other than a similar association of persons; and
- 19.3 On dissolution the remaining assets must be distributed to a similar association of persons, which is also exempt from income tax in terms of section 10(1)(e)(iii) of the Income Tax Act; and
- 19.4 Any amendments to the Constitution must be submitted to the Commissioner for the South African Revenue Services; and
- 19.5 The Association is not or was not knowingly party to, or does not knowingly permit or has not knowingly permitted itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner for the South African Revenue Services; and
- 19.6 Annual income tax returns must be submitted to the Tax Exemption Unit.

20. SETTLEMENT OF DISPUTES AND ARBITRATION

- 20.1 If a member is dissatisfied with the decision of the EC on any matter submitted to it for a decision, he has the right to refer the dispute to arbitration for settlement.
- 20.2 Such arbitration process shall:

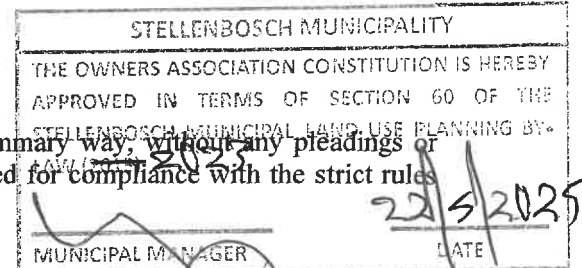
- 20.2.1 Take place in Stellenbosch in an informal summary way, without any pleadings or submission of documents, and without the need for compliance with the strict rules of evidence; and
- 20.2.2 as speedily as possible with the aim of finalising the arbitration process within 30 (thirty) days from the date on which the matter was referred to arbitration; and
- 20.2.3 subject to the provisions of the Arbitration Act, No. 42 of 1965, as amended, or such Arbitration Acts as may apply from time to time, except where the provisions of this clause prescribe otherwise.
- 20.3 The arbitrator must be a senior attorney or a senior advocate or senior chartered accountant or the controlling architect (referred to in this Constitution), depending on the nature of the dispute, on whom the member concerned and the EC have mutually agreed. If such agreement cannot be reached, the arbitrator shall be appointed by the president of the Cape Law Society.
- 20.4 The member who refers the dispute for arbitration shall be responsible for payment of the costs of the arbitrator and any other costs of the arbitration process, unless the arbitrator decides otherwise.
- 20.5 The parties to such arbitration, namely the member and the EC, herewith irrevocably agree that the decision of the arbitrator in this arbitration process shall be final and binding on them.
- 20.6 When interpreting any dispute arising from the Constitution and/or Rules of Conduct, the provisions of the Constitution will take precedence and the Afrikaans version of the Constitution will apply.

21. AMENDMENTS TO THE CONSTITUTION

This Constitution shall not be amended or altered in any way without the consent of the Stellenbosch Municipality and only after such amendments or alterations have been approved by members by way of adopting a Special Resolution at a general meeting.

22. PERSONAL RESPONSIBILITY OF MEMBERS

No member of the Association shall in any way be held personally liable for any action, or omission, or liability accepted by or on behalf of the Association.



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23. CERTIFICATE OF APPROVAL

I, the undersigned, hereby certify that the Constitution of the *la Clémence* Home Owners' Association has been approved on this day and date by the Stellenbosch Municipality.

Approved and accepted at an Annual General Meeting held at Stellenbosch on 13 August 2024.

.....
Chairman

.....
Secretary

.....
On behalf of Stellenbosch Municipality

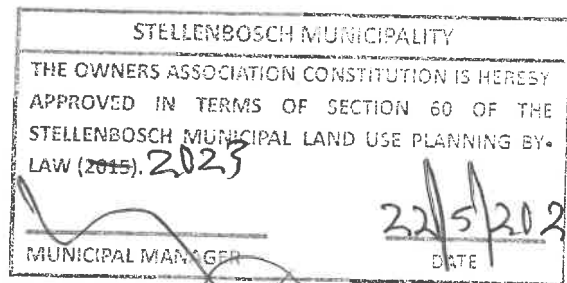
Signed at Stellenbosch on this day of

**Grondwet van die *la Clémence*
Huiseienaarsvereniging**

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1. NAAM

Die naam van die Vereniging is “Die *la Clémence* Huiseienaarsvereniging (LCHEV)”, ’n vereniging daargestel kragtens artikel 29 van die Ordonnansie op Grondgebruikbeplanning, Ordonnansie 15 van 1985, soos gewysig, asook kragtens artikel 7(a) van regulasie R1351 van 30 Junie 1989 uitgevaardig ingevolge die Wet op Behuisingsontwikkelingskemas vir Afgetrede Persone, 65/1988.

2. WOORDOMSKRYWINGS

Tensy die inhoud anders aandui beteken in hierdie Grondwet:

“**beheerargitek**” – Dennis Moss Vennootskap of sodanige ander argitek as wat die Vereniging van tyd tot tyd mag aanwys;

“**bestuursvereniging**” – ’n Vereniging soos waarvoor in Regulasie 7 van Wet 65/1988 voorsiening voor gemaak word en wat dieselfde betekenis het as die woord “Huiseienaarsvereniging” daargestel kragtens Artikel 29 van die Ordonnansie op Grondgebruikbeplanning, Ordonnansie 15 van 1985, soos gewysig en sluit in die woorde “Residents” verwys na in Artikel 20 van “The Older Persons Act, Act 13 of 2006”, en oral waar die woord “Huiseienaarsvereniging” in hierdie Grondwet gebruik word, sal dit dieselfde betekenis hê as die woord “Bestuursvereniging” of “Residents” en omgekeerd;

“**Bonheur**” – ’n Deeltiteleenheid meer volledig beskryf as “Unit 1 in the Sectional Title Scheme known as La Clémence Health Care Centre, SS452/2009 in the Municipality of Stellenbosch, Province of the Western Cape” waarin 20 lewensregeenhede deur die Trustees van Bonheur Trust, No IT2941/2009 verkoop word;

“**dagbestuur**” – 3 lede van die UK, waarvan een lid die voorsitter of in sy afwesigheid, die onder-voorsitter moet wees, soos verwys na in klousule 8.4 hiervan;

“**deeltiteleenheid**” – ’n deel wat kragtens die Wet op Deeltitels as sodanig op ’n Deelplan aangetoon word tesame met sy onverdeelde aandeel in gemeenskaplike eiendom wat ooreenkomstig die deeltitelkwota van daardie deel aan die deel toegeken is;

“**domicilium**” – die residensiële adres van enige lid binne *la Clémence*, of sodanige ander adres waarvan hy die Vereniging skriftelik in kennis gestel het, waar sodanige lid betekening van enige kennisgewing ingevolge hierdie Grondwet sal aanvaar;

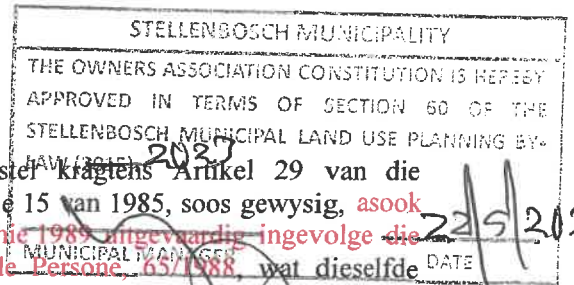
“**eienaar**” – die geregistreerde eienaar van ‘n woon- of deeltiteleenheid in *la Clémence* soos bewys deur ’n titelakte geregistreer in die Akteskantoor te Kaapstad;

“**fasiliteite en dienste**” – die fasiliteite en dienste na verwys in artikel 4 (1) (o) van die Wet, insluitend enige fasiliteit of diens of verbetering aan ’n bestaande fasiliteit of diens wat kragtens ’n besluit van die bestuursvereniging verskaf word, of ’n regspersoon soos omskryf in die Wet op Deeltitels, of ’n aandeelblokmaatskappy soos omskryf in die Wet op die Beheer van Aandeelblokke, of ’n ontwikkelaar, of andersins, na gelang van die geval;

“**gemeenskaplike eiendom**” – met betrekking tot ’n behuisingsontwikkelingskema bedryf uit hoofde van of in verband met alle titelaktes geregistreer in die naam van die LCHEV, sowel as die gemeenskaplike eiendom soos omskryf in die Wet op Deeltitels;

“**gesondheidsorgsentrum (GSS)**” – Bonheur en die Versorgingseenheid;

“**gesondheidsorgvraelys**” – ’n vertroulike mediese vraelys op die vorm en formaat soos deur die *La Clémence Huiseienaarsvereniging* vereis;



“huiseienaarsvereniging” – ’n vereniging daargestel kragtens Artikel 29 van die Ordonnansie op Grondgebruikbeplanning, Ordonnansie 15 van 1985, soos gewysig, asook kragtens artikel 7(a) van regulasie R1351 van 30 Junie 1989, ingevolge die Wet op Behuisingontwikkelingskemas vir Afgetrede Persone, 65/1988, wat dieselfde beteken is as die woord “bestuursvereniging” waarvoor voorsiening gemaak word in Regulasie 8 en oral waar die woord “bestuursvereniging” in hierdie Grondwet gebruik word, sal dit dieselfde beteken is hê as die woord “huiseienaarsvereniging” en omgekeerd;

“inwoner” – ’n natuurlike persoon soos omskryf in klousule 7.1 van hierdie Grondwet en sluit ook ’n huurder in;

“kwalifiserende ouderdom” – die ouderdom van 55 (vyf en vyftig) jaar;

“la Clémence” – die Ontwikkeling op gedeelte 865 van die plaas Blaauw Klip nommer 510, Stellenbosch;

“lewensmaat” – ’n persoon met wie ’n permanente verhouding gevorm is;

“lid” – ’n lid soos omskryf in klousule 6.1 van hierdie Grondwet;

“multi-dissiplinêre span” – ’n bestuurspan, saamgestel uit senior personeel met ervaring op verskeie gebiede wat kliniese-, maatskaplike- en bestuurssake insluit;

“ontwikkeling” – alle verbeterings op gedeelte 865 van die plaas Blaauw Klip No 510, Stellenbosch en sluit die enkel residensiële komponent, die Gesondheidsorgsentrum (GSS), die Klubhuis en alle ander geriewe op die gemeenskaplike eiendom, sowel as die strate in;

“oordbestuurder” – die persoon, aangestel deur die bestuursvereniging om die algemene en finansiële administrasie van la Clémence te bestuur kragtens die bepalings van ’n ooreenkoms aangegaan met die oordbestuurder. Enige verwysing na algemene en/of finansiële bestuurder moet geles word as ’n verwysing na oordbestuurder;

“ordonnansie” – Ordonnansie op Grondgebruikbeplanning, 15 van 1985, soos gewysig;

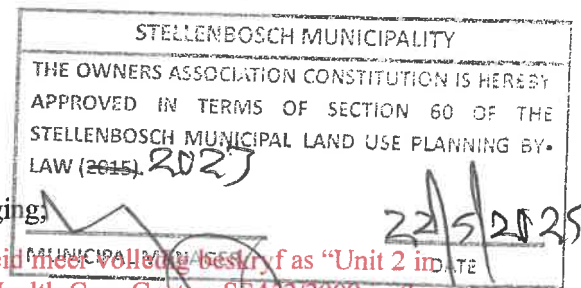
“persoon” – sluit in ’n maatskappy, beslote korporasie, vennootskap, trust of ander vereniging van persone wat wettiglik onroerende eiendom mag besit;

“Reglement van ordelike inrigting” – Reëls opgestel en geïmplementeer deur die UK ingevolge klousule 16 hiervan;

“regulasies” – die Regulasies uitgevaardig ingevolge die Wet synde R1351 van 30 Junie 1989, soos gewysig R3091 van 31 Augustus 1990, R2092 van 31 Augustus 1990 en R1349 van 14 Junie 1991 asook die Regulasies ingevolge die Wet op Ouer Persone, Wet No 13 van 2006; albei of enigeen, soos die konteks aandui, asook enige relevante wetgewing en regulasies wat in die toekoms van toepassing word;

“spesiale besluit” – ’n besluit geneem deur ’n meerderheid van minstens 75% (vyf en sewentig persent) van die stemme van alle stemgeregtigde lede teenwoordig op ’n algemene vergadering waarvan minstens (14) veertien dae kennis gegee is in welke kennisgewing die voorgename spesiale besluit vermeld word;

“uitvoerende komitee (UK)” – ’n Komitee verkies deur die lede op ’n algemene jaarvergadering, wat ’n soortgelyke beteken is hê as ’n “komitee van die bestuursvereniging” soos omskryf in Regulasie 9(1)(p) asook “Residents’ Committee” daargestel kragtens Artikel 20 van “The Older Persons Act, Act 13 of 2006” en regulasies daarkragtens. Oral waar die woord “Uitvoerende Komitee” in hierdie Grondwet gebruik word sal dit dieselfde beteken is hê as die begrip “Komitee van die Bestuursvereniging” of “Residents’ Committee” en omgekeerd. Gemelde Uitvoerende Komitee sal bestaan uit soveel lede as wat die Vereniging op ’n spesiale of algemene vergadering mag bepaal;



“Vereniging” – die *la Clémence* Huiseienaarsvereniging;

“Versorgingseenheid” of “VSE” - ’n Deeltiteleenheid meer volledig beskryf as “Unit 2 in the Sectional Title Scheme known as La Clémence Health Care Centre, S5452/2009 in the Municipality of Stellenbosch, Province of the Western Cape” waar sorgdienste aan verswakte inwoners gelewer word;

“Wet/Wette” – die Wet op Behuisingsontwikkelingskemas vir Afgetrede Persone, Wet No 65 van 1988, soos gewysig en die Wet op Ouer Persone, Wet No 13 van 2006; albei of enigeen, soos die konteks aandui; asook enige toekomstige wette wat van toepassing mag wees;

“wooneenheid” – ’n woonerf met ’n woning daarop in *la Clémence* wat hoofsaaklik bedoel is vir persone ouer as 55 jaar wat in staat is om selfstandig, onafhanklik en selfversorgend te woon;

Woorde in die enkelvoud sluit ook die meervoud in en andersom; manlike geslagsaanduiding sluit vroulike en neutrale geslagtelike aanduiding in en andersom.

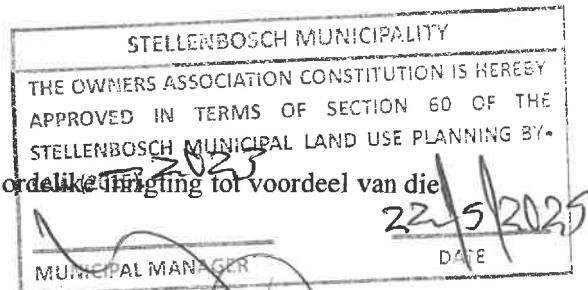
3. TOEPASSING VAN DIE ORDONNANSIE, DIE WET ASOOK DIE REGULASIES DAARKRAGTENS UITGEVAARDIG

Die bepalings van die Ordonnansie ten opsigte van ’n “Huiseienaarsvereniging” en van Regulasies 7, 8 en 9 van Wet 65 van 1988, ten opsigte van ’n “Bestuursvereniging,” asook die bepalings van Wet 13 van 2006, is op *la Clémence* en hierdie Grondwet asook op die Reglement vir die Oordelike Inrigting, waarna in Paragraaf 16 hieronder verwys word, van toepassing. Hierdie bepalings moet saamgelees word en vir sover moontlik met mekaar versoen word. Indien daar ’n botsing ontstaan by die uitleg, sal die Wet en Regulasies wat van ’n spesifieke aard is, voorrang geniet bo die bepalings van die Ordonnansie, wat van ’n meer algemene aard is.

4. DIE VERENIGING SE DOELSTELLINGS

- 4.1 Die doelstellings van die vereniging word bepaal deur die strewe om aan die bepalings van die Wet/Wette te voldoen naamlik om deur sy UK standaarde vir ’n hoë digtheid gemeenskapslewe in *la Clémence* te voorsien, te bevorder en indien nodig, af te dwing, wat sal verseker dat lede die grootste moontlike gemeenskaplike voordeel daaruit verkry deur onder andere die volgende te doen:
 - 4.1.1 Die administrasie van en toesighouding oor *la Clémence*, ’n behuisingsontwikkeling hoofsaaklik vir persone ouer as 55 jaar;
 - 4.1.2 Die verlening van hulp en versorging aan inwoners om hulle welstand te bevorder;
 - 4.1.3 Die bevordering en toepassing van sodanige standaarde van gemeenskapslewe dat lede en inwoners die maksimale kollektiewe voordeel daaruit kan behaal;
 - 4.1.4 Die bevordering van aanvaarbare estetiese, omgewings en argitektoniese style en kriteria vir ontwerp vir *la Clémence* op so ’n wyse dat harmonieuse ontwikkeling en onderhoud van die Ontwikkeling verseker word en om beheer uit te oefen oor die ontwerp, ontwikkeling en onderhoud van alle wooneenhede in die Ontwikkeling;
 - 4.1.5 Die onderhoud tot die beste voordeel van alle lede van die Vereniging van die burgerlike en elektriese dienste, straatbeligting, die landskapering (waarby die besproeiingstelsel ingesluit is), die Versorgingseenheid (VSE) en alle ander geriewe geleë in die privaat oop ruimtes van *la Clémence*; en

- 4.1.6 Die implementering van die Reglement vir die ordelike inrigting tot voordeel van die lede van die Vereniging.



5. UITVOERING VAN DIE DOELSTELLINGS

Die uitvoerende komitee is verantwoordelik om toe te sien dat die doelstellings in 4.1 uiteengesit, tot uitvoer gebring word.

6. LEDE

- 6.1 Lidmaatskap van die Vereniging is beperk tot die eienaars van woon- of deeltiteleenhede in *la Clémence* soos bewys kragtens 'n Akte van Transport geregistreer in die Kaapse kantoor van die Registrateur van Aktes. Teen registrasie van gemelde transportakte word die eienaar outomaties lid van die Vereniging en is sodanige lid verplig om te voldoen aan al die bepalings van hierdie Grondwet en die Reglement van ordelike inrigting. Geen persoon kan sy lidmaatskap van die Vereniging beëindig terwyl hy die geregistreerde eienaar van 'n woon- of deeltiteleenheid in *la Clémence* is nie.
- 6.2 Elke lid is geregtig op een stem vir elke woon- of deeltiteleenheid in *la Clémence* wat in sy naam geregistreer is.
- 6.3 Lidmaatskap van die Vereniging word teen registrasie van 'n transportakte van een of meer woon- of deeltiteleenhede in *la Clémence* in die Akteskantoor in Kaapstad van die vorige eienaar na die nuwe een oorgedra.
- 6.4 Elke lid betaal maandeliks vooruit 'n heffing aan die Vereniging, soos deur die Vereniging op 'n Algemene Vergadering bepaal.

7. INWONERS

- 7.1 Aangesien *la Clémence* hoofsaaklik vir die huisvesting van persone bo die ouderdom van 55 (vyf-en-vyftig) jaar ontwikkel is, mag geen woon- of deeltiteleenheid in die Ontwikkeling deur persone onder die ouderdom van 55 (vyf-en-vyftig) jaar besit word, of op sodanige persoon oorgedra, of deur sodanige persoon bewoon word nie, behalwe onder die volgende omstandighede:
- 7.1.1 Indien die eienaar nie 'n natuurlike persoon is nie, of as die eienaar besluit dat iemand anders die wooneenheid mag bewoon, mag hy 'n natuurlike persoon benoem (en sy huweliks- of lewensmaat) as inwoner op voorwaarde dat die genomineerde of sy huweliks- of lewensmaat reeds die kwalifiserende ouderdom bereik het. Sodanige nominasie moet skriftelik aan die Vereniging gerig word by sy *domicilium* en deur die Vereniging goedgekeur en aanvaar word voordat sodanige genomineerde die wooneenheid mag bewoon.
- 7.1.2 'n Wooneenheid in *la Clémence* mag slegs deur 'n persoon jonger as die kwalifiserende ouderdom besit of bewoon word tydens die leeftyd van daardie persoon se huweliks- of lewensmaat op voorwaarde dat sodanige huweliks- of lewensmaat reeds die kwalifiserende ouderdom bereik het toe eienaarskap of bewoning van sodanige wooneenheid 'n aanvang geneem het;

7.1.3 'n Persoon jonger as 55 jaar mag slegs in die Gesondheidsorgsentrum (GSS) indien sodanige persoon 'n mediese sertifikaat aan die UK voorleë wat sertifiseer dat hy, op mediese gronde, kwalifiseer vir opname in die GSS.

7.2 Die maksimum aantal persone wat wooneenhede in la Clémence permanent mag bewoon is soos volg:
2 (Twee) persone in 'n eenslaapkamer wooneenheid; en
4 (Vier) persone in 'n twee- of drieslaapkamer wooneenheid.

7.3 'n Inwoner sluit nie 'n werknemer, huis- of versorgingshulp van die inwoner of eienaar in nie en sodanige werknemer, huis- of versorgingshulp mag slegs by die eienaar of inwoner inwoon in sy wooneenheid vir sodanige tydperk en op sodanige voorwaardes as wat die UK, in hul uitsluitlike diskresie, mag besluit nadat die UK alle omstandighede van die betrokke geval behoorlik in ag geneem het.

8. UITVOERENDE KOMITEE

8.1 Die magte van die Vereniging, anders as dit wat net deur die lede op 'n algemene vergadering uitgeoefen kan word, word namens hulle deur die Uitvoerende Komitee uitgeoefen (hierna verwys as UK).

8.2 Die UK bestaan uit 9 (nege), of sodanige aantal persone as wat die Vereniging op 'n Spesiale – of Algemene Vergadering mag besluit. 'n Maksimum van 4 (vier) van die 9 (nege) persone kan uit die geledere van inwoners, wat nie lede van die Vereniging is nie, verkies of gekoöpteer word. In die geval van eienaarskap deur 'n regs persoon mag sy genomineerde op die UK verkies word. Die UK sal geregtig wees om volgens hul uitsluitlike diskresie en behoefte lede of inwoners te koöpteer om enige vakatures of leemtes in die UK aan te vul.

8.2.1 Die lede van die UK word op 'n Algemene Jaarvergadering verkies vir 'n dienstermyn van 3 (drie) jaar;

8.2.2 Lede van die UK wat hul dienstermyn van 3 (drie) jaar voltooi en uitgetree het, sal na hul uittrede herkiesbaar wees vir 'n verdere periode van 3 (drie) jaar;

8.2.3 Geen lid sal geregtig wees om vir meer as 6 (ses) opeenvolgende jare lid van die UK te wees nie. Sy lidmaatskap van die UK sal outomaties verstryk op die 6de Algemene Jaarvergadering na datum van sy eerste verkiesing as lid van die UK en 'n periode van ten minste 2 (twee) jaar moet verloop voordat hy homself weer verkiesbaar mag stel as lid van die UK.

8.3 Die Voorsitter en in sy afwesigheid, die onder-voorsitter, en die Portefeuljevoorsitter(s) van die UK, waarvan die portefeulje(s) in 'n onderhawige saak ter sprake kom, vorm deel van die dagbestuur, wat gemagtig is om in die interim, tussen UK-vergaderings, enige spoedeisende sake te hanteer, besluite te neem en af te handel. Die notule van sodanige vergaderings word by die eerste daaropvolgende UK-vergadering vir kennisname en bekragtiging van besluite voorgelê.

8.4 Die UK vergader op 'n tyd en plek soos van tyd tot tyd deur hom besluit, op voorwaarde dat dit binne 21 (een-en-twintig) dae voor 'n Algemene Jaarvergadering moet vergader. Die voorsitter mag spesiale vergaderings belê.

- 8.5 4 (Vier) lede van die UK mag te eniger tyd 'n vergadering belê deur aan die ander lede van die UK 10 dae skriftelike kennis te gee van die voorgestelde vergadering, mits die kennisgewing die redes vir so 'n vergadering spesifiseer. In 'n noodgeval mag 'n korter kennisgewingtydperk wat onder die omstandighede as redelik geag word, gebruik word.
- 8.6 4 (Vier) lede van die UK vorm 'n kworum vir enige vergadering van die UK. As daar op enige vergadering nie binne tien minute na die vasgestelde tyd 'n kworum aanwesig is nie, word die vergadering verdaag tot dieselfde tyd die volgende dag.
- 8.7 Indien die ledetal van die UK onder die vereiste getal om 'n kworum te kan vorm, daal, mag die oorblywende lede voortgaan om te funksioneer met die uitsluitlike doel om 'n algemene vergadering te kan belê.
- 8.8 Die UK hou notule van al sy vergaderings en besluite. Die notule moet op elke opvolgende vergadering van die UK bekragtig word en 'n volledige verslag oor vergaderings moet aan die lede gelewer word op 'n Algemene Jaarvergadering.
- 8.9 'n Voorsitter word uit die geledere van die UK verkies en is outomaties as sodanig in dié amp vir die Vereniging. Die Voorsitter beklee die amp tot met die volgende Algemene Jaarvergadering.
- 8.10 Alle bestuursbesluite word by gewone meerderheid geneem. By 'n staking van stemme sal die Voorsitter oor sowel 'n deelnemende as 'n beslissende stem beskik.
- 8.11 Die bestuur en administrasie van die Vereniging berus by die UK wat alle magte mag uitoefen wat by die Vereniging berus, uitgesonderd spesiale besluite en magte, wat net vir 'n algemene ledevergadering gereserveer is. Sonder enige beperking van die algemene aard van hierdie magte, sal sodanige magte die volgende insluit:
- 8.11.1 Die vasstelling van wat as aanvaarbare, sowel as onaanvaarbare standarde vir gemeenskapslewe in *la Clémence* sal geld;
- 8.11.2 Die uitvoering van handelinge wat nodig mag wees om die doelstellings wat in die Grondwet uiteengesit word, te verwesenlik;
- 8.11.3 Die investering en herinvestering van die Vereniging se fondse wat nie vir onmiddellike gebruik nodig word nie, op 'n wyse wat van tyd tot tyd bepaal sal word;
- 8.11.4 Toesien dat behoorlik boekhouding van die rekeninge van administrasie en die finansies van die Vereniging gehou word by die *domicilium* van die Vereniging of op enige ander plek of plekke wat die UK goed mag dink insluitende die bedryf van 'n bankrekening met al die magte wat nodig is om so 'n rekening te bedryf;
- 8.11.5 Toesien dat die finansiële state van die Vereniging jaarliks geouditeer word;
- 8.11.6 Die onderhandel, sluit en die uitvoer van kontrakte en ooreenkomste met enige party vir die bevordering van enige doelstelling van die Vereniging;
- 8.11.7 Die indiensneming en vergoeding van agente, werknemers en ander partye;

- 8.11.8 Die **wysiging** of aanvulling van die Reglement vir ordelike inrigting op voorwaarde dat sodanige **wysigings** of aanvullings op die eersvolgende jaarvergadering **of spesiale vergadering** deur die lede bekragtig word, welke Reglement op die lede bindend sal wees asof genoemde Reglement deel van hierdie Grondwet vorm;
- 8.11.9 Die reg om te dagvaar en regsaksies te verdedig in die naam van die Vereniging en om regsverteenwoordiging vir dié doel aan te wys;
- 8.11.10 Die ondertekening van die vereiste toestemming tot oordrag in die Akteskantoor te Kaapstad van 'n wooneenheid in *la Clémence*, vanaf die verkoper na die koper, welke toestemming slegs onderteken sal word indien die verkoper al sy verpligtinge ingevolge hierdie Grondwet nagekom het;
- 8.11.11 Die uitoefening van sodanige handeling as wat nodig mag blyk te wees om die veiligheid van mense en wooneenhede in *la Clémence* te verseker. **Spesifieke verwysing word gemaak na inwoners met psigiatrisiese- en/of sielkundige probleme wat gevare vir hulself, sowel as ander inwoners, werknemers of eiendom mag inhou;**
- 8.11.12 Die gemeenskaplike eiendom en alle verbeteringe en geboue daarop tot voordeel van alle lede behoorlik te onderhou, te beheer, te bestuur en te administreer;
- 8.11.13 Die reg om roerende goed vir doeleindes van die bedryf van die Behuisingsontwikkelingskema te koop, te huur of andersins te verkry.
- 8.12 Enige handeling van 'n lid van die UK sal, nieteenstaande die feit dat dit later mag blyk dat daar gebreke in die aanstelling of voortsetting van sodanige lid se lidmaatskap van die UK was, netso geldig wees asof daardie lid wettiglik aangewys is as lid van die UK;
- 8.13 Geen lid van die UK sal op enige vergoeding vir dienste gelewer as lid van die UK geregtig wees nie, met die uitsondering dat *bona fide* uitgawes wat UK-lede in die uitvoering van hul pligte aangegaan het, op die voorgeskrewe wyse van die HEV ge-eis mag word.
- 8.14 Geen lid van die UK sal aanspreeklik wees teenoor die Vereniging of enige lid daarvan, of teenoor enige ander persoon of instansie, vir enige optrede of versuim deur homself, of deur die Vereniging, sy werknemers of agente nie. 'n UK-lid sal deur die Vereniging gevrywaar word teen enige verliese of skade deur hom gelyk as gevolg van enige moontlike beweerde aanspreeklikheid, op voorwaarde dat sodanige lid te goeie trou, en nie grof nalatiglik opgetree het nie, in die lig van die inligting tot sy beskikking of inligting waaroor hy redelikerwys moes beskik het.

9. PERSONEEL

- 9.1 Die UK stel namens die Vereniging 'n Oordbestuurder aan om die algemene en finansiële sake van *la Clémence* te administreer, deeglik daarvan boek te hou en op 'n maandelikse basis by wyse van maandelikse administratiewe state aan die UK verslag te doen van die finansies van *la Clémence*;



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- 9.2 Die Oordbestuurder sal beskik oor sodanige finansiële kwalifikasies en kundigheid en verantwoordelik wees vir sodanige werksverpligtinge as wat die UK in hul uitsluitlike diskresie mag besluit.

10. VERSORGINGSEENHEID (VSE)

- 10.1 Alle kostes vir die bestuur en bedryf van die VSE, sal vir die rekening van die LCHEV wees;

- 10.2 Ten einde hul versorgingsbehoeftes te bepaal, vereis LCHEV ten opsigte van alle voornemende inwoners die lewering van 'n voorgeskrewe gesondheidsorgvraelys, voltooi deur 'n algemene mediese praktisyn en/of mediese spesialis, wat tydens voltooiing daarvan betrokke en bekend is met die voornemende inwoners se mediese geskiedenis en mediese toestand.

Die voltooide vraelys moet binne vyf werksdae voor ondertekening van enige ooreenkoms wat persone die reg verleen om in *la Clémence* te woon, ten opsigte van elke voornemende inwoner, aan die Oordbestuurder gelewer word.

- 10.3 *La Clémence* bied gesondheidsorgopsies aan wat gelewer word deur eie personeel en/of 'n voorkeur professionele gesondheidsorg diensverskaffer teen tariewe soos van tyd tot tyd deur die UK bepaal. Die diens sluit die volgende in:

- 10.3.1 versorging van verswakte ouer persone in die VSE, uitgesluit persone met demensie en psigiatriese behoeftes, wat a.g.v. hul toestand gevare inhou vir hulself, ander VSE-inwoners of personeel. Hierdie diens word gelewer onderhewig aan die beskikbaarheid van beddens en toekenning van verblyf word d.m.v. die amptelike kriteria soos deur die UK opgestel, hanteer;

- 10.3.2 tuisversorging buite die VSE, wat ook primêre gesondheidsorg insluit, van inwoners, uitgesluit vir persone met demensie en psigiatriese behoeftes wat a.g.v. hul toestand gevare inhou vir hulself, ander inwoners of personeel;

- 10.4 In gevalle waar die multi-dissiplinêre span daarvan bewus word dat daar nie aan 'n inwoner of voornemende inwoner se gesondheidsorgbehoeftes voldoen kan word nie, sal die oordbestuurder dienoreenkomstig in kennis gestel word. Die oordbestuurder sal na konsultasie met die inwoner en/of voornemende inwoner en/of eienaar en/of regspersoon en/of nabye familie, die relevante partye skriftelik hiervan in kennis stel. In sodanige geval waar die besluit geneem en oorgedra is, soos hierbo uiteengesit, sal die voornemende koper nie okkupasie kan neem nie.

- 10.5 Inwoners wat uit eie keuse tuisversorgingsdienste gebruik, mag van privaatversorgers of agentskappe van hul eie keuse gebruik maak op voorwaarde dat volledig voldoen word aan die vereistes en voorskrifte soos vervat in Artikel 13.6 van die Reglement vir die Oordelike Inrigting van *la Clémence*. Die onus berus op die inwoner of eienaar om toe te sien dat die privaatversorgers en agentskaps personeel voldoende opleiding ontvang het.

- 10.6 Versorgingspersoneel waarna in 7.3 verwys word, mag in 'n wooneenheid inwoon terwyl tuisversorgingsdienste aan die inwoner verskaf word.

- 10.7 Indien enige inwoner van *la Clémence* of pasiënt in die Versorgingseenheid (VSE) ernstige gesondheidsprobleme ontwikkel sodat hy/sy in 'n hospitaal opgeneem moet word en hul verantwoordelike naasbestaandes nie betyds bereik kan word vir die nodige toestemming nie, sal die personeel van die Versorgingseenheid (VSE) sodanige persoon na 'n hospitaal mag verwys per ambulans, waarvan alle koste vir die inwoner of pasiënt sal wees.

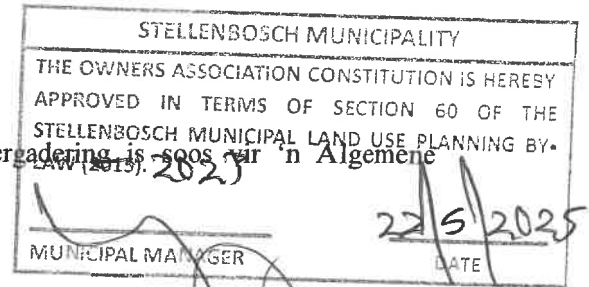
- 10.8 Alle inwoners moet te alle tye 'n stel sleutels by die VSE beskikbaar stel wat toegang in geval van nood tot hul woning sal moontlik maak. Inwoners wat nie hieraan wil gehoor gee nie, sal vereis word om 'n vrywaringsvorm te onderteken.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2002)	
MUNICIPAL MANAGER	DATE 22/5/2025

11. ALGEMENE JAARVERGADERING

- 11.1 'n Algemene Jaarvergadering van lede sal een maal per jaar gehou word op 'n tyd en plek deur die UK bepaal, op voorwaarde dat nie meer as 15 (vyftien) kalendermaande tussen twee opeenvolgende vergaderings mag verloop nie. Sake wat op die vergadering hanteer word, sal die volgende insluit:
- 11.1.1 Voorlegging van 'n jaarverslag van die Vereniging se werksaamhede;
- 11.1.2 Die goedkeuring en aanvaarding van die notule van die vorige Algemene Jaarvergadering;
- 11.1.3 Die goedkeuring van die geouditeerde finansiële state en rekeninge;
- 11.1.4 Die oorweging van resolusies waarvan behoorlik kennis gegee is, rakende die Vereniging se sake;
- 11.1.5 Die vasstelling van die maandelikse heffing wat elke lid van die Vereniging moet betaal om behoorlike uitvoering te kan gee aan die doelstellings van die Vereniging, indien nie op 'n Spesiale Algemene Vergadering vasgestel nie;
- 11.1.6 Die verkiesing van lede om enige vakature op die UK te vul;
- 11.1.7 Enige ander sake.
- 11.2 Die UK mag gewone vergaderings van lede belê wanneer nodig.
- 11.3 Gewone vergaderings word belê op geskrewe versoek van nie minder nie as 20 (twintig) lede gerig aan die voorsitter van die UK.
- 11.4 Enige regspersoon wat 'n lid van die Vereniging is, mag kragtens 'n besluit van sy direksie of beheerliggaam, enige persoon aanwys om namens hom as sy verteenwoordiger by enige vergadering van die Vereniging op te tree en die persoon wat sodanig benoem is, sal oor dieselfde regte beskik en dit namens die regspersoon uitoefen as waaroor gewone individuele lede beskik.
- 11.5 'n Spesiale Algemene Vergadering kan deur die UK belê word wanneer nodig of op geskrewe versoek van nie minder as 20 (twintig) stemgeregtigde lede gerig aan die voorsitter van die UK.
- 11.5.1 'n Versoek deur lede moet duidelik die doel van die vergadering aandui.
- 11.5.2 Sake wat op die vergadering hanteer word kan die volgende insluit:
- 11.5.2.1 Die vasstelling van die maandelikse heffing wat elke lid van die Vereniging moet betaal om behoorlike uitvoering te kan gee aan die doelstellings van die Vereniging;
- 11.5.2.2 Enige ander saak wat kragtens die bepalinge van hierdie Grondwet 'n spesiale besluit vereis.

- 11.5.3 Kennisgewing vir 'n Spesiale Algemene Vergadering, is soos vir 'n Algemene Jaarvergadering.



12. SPESIALE BESLUIE

Enige besluite waarin oor die onderstaande sake op enige vergadering van die Vereniging besluite geneem word, sal slegs geldig en afdwingbaar wees indien dit by wyse van 'n spesiale besluit geneem is, naamlik:

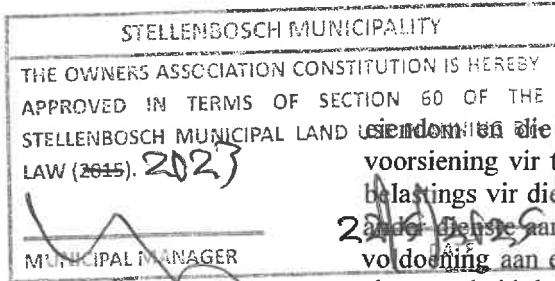
- 12.1 Enige voorstel om onroerende eiendom te verkoop, te beswaar of te vervreem;
- 12.2 die vervreemding of beswaring van enige saaklike regte ten opsigte van die gemeenskaplike eiendom;
- 12.3 die vernietiging van, of verbouing van, geboue of enige gedeelte van geboue, op die gemeenskaplike eiendom, **uitgesonder instandhouding**;
- 12.4 die aanwending van reserwefondse vir enige ander doeleinde as waarvoor dit geskep of geoormerk is;
- 12.5 die wysiging van hierdie Grondwet, maar nie die Reglement nie.

13. REGSTATUS

- 13.1 Die Vereniging kom tot stand op die datum waarop die registrasie van die eerste wooneenheid in *la Clémence* op naam van 'n koper in die Akteskantoor in Kaapstad plaasvind.
- 13.2 Die Vereniging is 'n Huiseienaarsvereniging;
 - 13.2.1 met volle regspersoonlikheid, by magte om in sy eie naam regstappe in te stel en enige regstappe teen die Vereniging te verdedig;
 - 13.2.2 en geeneen van sy lede het in hul persoonlike hoedanigheid enige regte, aanspraak of belange in die eiendom, fondse of bates van die Vereniging nie, welke bates vestig in, en beheer word deur die UK kragtens die bepalings van hierdie Grondwet; en
 - 13.2.3 wat geen persoonlike wins tot hul eie voordeel nastreef nie; maar slegs optree tot voordeel van die eienaars van wooneenhede in *la Clémence*;
 - 13.2.4 met die reg om sowel roerende as onroerende eiendom te bekom, te hou, te verhuur of te vervreem.

14. HEFFINGS

- 14.1 Behoudens enige beperkings waarop besluit word by 'n algemene vergadering van lede het die Vereniging die bevoegdheid:
 - 14.1.1 Om vir administratiewe uitgawes 'n heffingsfonds in te stel wat na die oordeel van die Vereniging voldoende is vir die herstel, instandhouding, beheer, bestuur en administrasie van die Ontwikkeling, akkommodasie, gronde, gemeenskaplike



se onder die gebou of geboue met betrekking daartoe insluitende 'n redelike voorsiening vir toekomstige onderhoud en herstelwerk, vir betaling van tariewe en belastinge vir die verskaffing van elektriese krag, gas, water, brandstof, sanitêre- en ander dienste aan die geboue en gronde en enige versekeringspremies asook vir die voldoening aan enige verpligting van die Vereniging wat sal insluit, sonder om die algemeenheid daarvan te beperk, die verskaffing van etes en gesondheidsdienste aan die lede. Sodanige heffings mag jaarliks vasgestel word maar sal maandeliks vooruit ingevorder word.

14.2 As die maandelikse vooruitbetaling van die heffing nie binne 7 (sewe) dae na die vervaldatum betaal is nie, mag die Vereniging regstappe neem ten einde die gelde in te vorder. Die regskoste van die Vereniging vir sodanige regstappe sal deur die lid betaal word en by sy heffing gevoeg word. Rente sal vanaf die oortrokke datum tot die datum van betaling op agterstallige gelde gehef word teen die prima rentekoers op oortrokke rekeninge wat van tyd tot tyd deur die Vereniging se bank gehef word. Sodanige lid wie se heffing, kostes of rente nie ten volle opbetaal is nie, sal nie geregtig wees op:

14.2.1 stemreg op algemene vergaderings nie; en

14.2.2 lidmaatskap van die UK nie; en

14.2.3 registrasie van oordrag by herverkoop van sy woon- of deeltiteleenheid op naam van 'n koper nie.

14.3 Die normale vasgestelde maandelikse heffing word bereken op die werklike oppervlakte van die wooneenhede **en Bonheur**, soos bepaal deur 'n bestekopnemer, met inagneming van die volgende:

14.3.1 Stoepe, hetsy oop of toegebou, word nie in berekening gebring by die bepaling van die oppervlakte wat vir die berekening van die maandelikse heffing gebruik word nie.

14.3.2 Die oppervlakte van 'n tweede motorhuis word op 21.3 (een-en-twintig komma drie vierkante meter vasgestel en 50% (vyftig persent) van hierdie oppervlakte word in berekening gebring by die bepaling van die oppervlakte wat vir die berekening van die maandelikse heffing gebruik word.

15. VOORLEGGING VAN PLANNE VIR BOUWERK AAN WOONEENHEDE EN TUINUITLEG

15.1 Lede is verplig om planne vir alle bouwerk en konstruksie, restourasie, verandering of toevoegings, sowel as alle eksterne toevoegings, ingesluit sonkappies, skoorstene, lugreëlaars, sonpanele, waaieruitlate, tv-skottels, veiligheidshekke, luuke ens., aan die UK voor te lê vir ondersoek en goedkeuring. Voordat sodanige planne, soos toepaslik, aan die plaaslike owerheid voorgelê mag word, moet die UK sy beslissing daarvoor binne 14 (veertien) dae nadat die planne aan hom voorgelê is, aan die aansoeker bekend maak. Waar toepaslik, kan die UK die kommentaar van die beheerargitek aanvra. Die koste van die beheerargitek sal vir die rekening van die aansoeker wees en sal onverwyld betaal word by ontvangs van 'n faktuur van die beheerargitek.

Lede is voorts verplig om planne vir tuिनुितleg en enige verandering daaraan aan die UK voor te lê vir ondersoek en goedkeuring. Lede mag slegs bome, struik en plante aanplant in ooreenstemming met die oord se riglyne. Die bepalings vervat in 15.1 hierbo is *mutatis mutandis* van toepassing op hierdie Klousule.

- 15.2 Sou 'n lid ontevrede wees met die besluit van die UK sal hy oor die reg beskik om sodanige geskil na arbitrasie te verwys ingevolge die bepalings van klousule 20 hieronder.

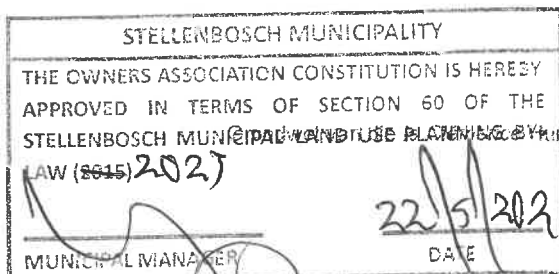
16. REGLEMENT VIR DIE ORDELIKE INRIGTING

- 16.1 Die Reglement vir die ordelike inrigting van *la Clémence* wat in 2008 deur die lede op die jaarvergadering goedgekeur is, mag deur die UK in hul uitsluitlike diskresie **gewysig** of aangevul word soos omstandighede dit noodsaaklik maak en sodanige **wysigings** of aanvullings moet op die eersvolgende jaarvergadering deur die lede bekragtig word;
- 16.2 Sodanige Reglement vir die ordelike inrigting sal aan alle lede gesirkuleer word en sal bindend wees op alle lede asof gemelde Reglement deel van hierdie Grondwet vorm.

17. DIE HERVERKOOP EN VERHURING VAN WOONEENHEDE

Die volgende voorwaardes geld by alle herverkoop van wooneenhede in *la Clémence*:

- 17.1 By elke herverkoop en teen die gevolglike registrasie van transport van 'n *La Clémence* wooneenheid, sal die Verkoper aanspreeklik wees om:
- 17.1.1 10 % (tien persent) van die bruto koopprys aan die UK oor te betaal vir inbetaling in die *la Clémence* Huiseienaarsvereniging se Stabilisering- en, Onderhoudsfonds, welke fonds in ooreenstemming met hierdie Grondwet geadministreer word; asook
- 17.1.2 0,5% (nul komma vyf persent) van die bruto koopprys aan die Munisipaliteit Stellenbosch of enige ander entiteit of fonds deur hulle geskep vir gemeenskapsontwikkeling oorgedra word;
- 17.1.3 die inhoud van hierdie Grondwet en Reglement van ordelike inrigting aan die koper bekend te maak deur 'n afskrif van hierdie Grondwet en Reglement van ordelike inrigting aan te heg by sy koopkontrak;
- 17.1.4 die bepalings en voorskrifte soos vervat in klousules **10.2 tot 10.8** van die Grondwet, wat betref gesondheidsorg en die voltooiing van 'n voorgeskrewe **gesondheidsorgvraelys** vir voornemende inwoners, aan die koper uit te wys;
- 17.1.5 die bepalings in **17.1.1 tot 17.1.4** sal as voorwaardes vervat word in die koopkontrak by alle herverkope;
- 17.1.6 die koopkontrak voor te lê aan die UK vir mede-ondertekening ter aanvaarding van die voordele vervat in Klousule 17.1, namens die Vereniging en om toe te sien dat die bepalings van 17.1.5 hierbo nagekom is.



- 17.2 Die koopkontrakte waarna verwys word in hierdie klousule sluit in enige ooreenkoms ten opsigte waarvan hereregte betaalbaar is en ook, sonder om die algemeenheid daarvan te beperk, enige ooreenkoms ingevolge waarvan die beheer van 'n trust, maatskappy, BK of regspersoon, wat 'n woon- en/of deeltiteleenheid in *la Clémence* besit, gewysig word.
- 17.2.1 Enige verandering in die lede van Beslote Korporasies, direkteure van maatskappye, trustees of begunstigdes van trusts, of enige verandering in eienaarskap van 'n regspersoon, wat 'n woon- of deeltiteleenheid in *la Clémence* besit, moet onmiddellik by die HEV geregistreer word.
- 17.3 Die verhuring van alle huise in *la Clémence* moet kragtens die amptelike huurkontrak van die HEV geskied, wat kosteloos beskikbaar is by die kantoor;
- 17.3.1 Die bogemelde huurkontrak moet deur die UK namens die HEV onderteken word as 'n belanghebbende party daartoe vir die geldigheid daarvan en geen huurder sal toegelaat word om in die betrokke huis in te trek voordat bogemelde bepalings nie volledig nagekom is tot die bevrediging van die UK nie.
- 17.3.2 Alle huurders en persone wat deur of namens hulle 'n huis in *la Clémence* bewoon is onderhewig en gebonde aan al die bepalings van die Grondwet en Reglement van Ordelyke Inligting van die *la Clémence* Huiseienaarsvereniging, soos gewysig of uitgebrei van tyd tot tyd.
- 17.3.3 Geen onderverhuring van 'n woon- of deeltiteleenheid in *la Clémence* word toegelaat nie.
- 17.3.4 Huurders sal 'n verpligte maandelikse administrasiefooi moet betaal soos van tyd tot tyd deur die Uitvoerende Komitee vasgestel.

18. KENNISGEWINGS

- 18.1 Enige kennisgewing wat kragtens die bepalings van hierdie Grondwet uitgereik word, sal net geldig en effektief wees indien dit skriftelik geskied, maar kennisgewings per faks of e-pos word ook as skriftelik geag.
- 18.2 Indien 'n lid nie kennis gee aan die Vereniging dat sy *domicilium* by 'n ander adres in Suid-Afrika is nie, sal sy residensiële adres in die Ontwikkeling vir alle doeleindes soos in hierdie Grondwet vereis as sy *domicilium* beskou word. 'n Kennisgewing van sodanige ander *domicilium* sal van krag word binne drie dae (openbare vakansiedae uitgesluit) vanaf die ontvangs deur die Vereniging van sodanige adres
- 18.3 Enige kennisgewing aan 'n lid:
- 18.3.1 wat per voorafbetalde geregistreerde pos aan sy *domicilium* gestuur word, sal as ontvang gereken word binne sewe dae na versending daarvan; of
- 18.3.2 per hand afgelewer aan 'n verantwoordelike persoon by sy *domicilium* sal as ontvang gereken word op die dag van aflewering daarvan; of



18.3.3 per faks afgestuur na sy benoemde faksnommer of e-posadres sal gereken word ontvang te wees op die dag van afsending daarvan.

18.4 Nietenstaande enigiets wat in stryd is met wat hierin vervat is, sal 'n geskrewe kennisgewing of kommunikasie wat werklik deur 'n lid ontvang is as voldoende skriftelike kennisgewing of kommunikasie aan hom beskou word nietenstaande dat dit nie na sy gekose *domicilium* gestuur is nie.

19. VOORWAARDES OPGELEË DEUR SAID VIR VRYSTELLING VAN DIE VERENIGING VAN INKOMSTEBELASTING

Om te kwalifiseer vir inkomstebelastingvrystelling kragtens artikel 10(1)(e)(iii) van die Wet op Inkomstebelasting moet die Vereniging voldoen aan die volgende voorwaardes:

19.1 Die enigste doel van die Vereniging moet wees om die gesamentlike belange wat gemeenskaplik aan al sy lede is te bestuur, met inbegrip van uitgawes met betrekking tot die gemeenskaplike eiendom van daardie lede en die insameling van die lidmaatskapsheffings waarvoor daardie lede aanspreeklik is; en

19.2 Die fondse van die Vereniging mag nie uitgekeer word nie, behalwe aan 'n soortgelyke vereniging van persone; en

19.3 By ontbinding mag die oorblywende bates slegs aan 'n soortgelyke Vereniging, wat ook vrygestel is van inkomstebelasting kragtens artikel 10(1)(e)(iii) van die Inkomstebelastingwet, uitgekeer word; en

19.4 Enige wysigings aan die Grondwet moet by die Kommissaris vir die Suid-Afrikaanse Inkomstediens ingedien word; en

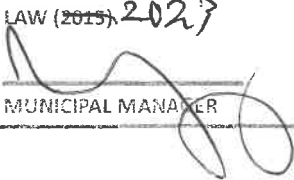
19.5 Die Vereniging is of was nie bewustelik 'n party tot, of laat nie bewustelik toe nie, of het nie bewustelik toegelaat nie, dat die vereniging gebruik word as deel van 'n transaksie of skema waarvan die enigste of hoofdoel is of was die vermindering, uitstel of vermyding van 'n aanspreeklikheid ten opsigte van enige belasting of heffing wat, as dit nie vir die transaksie of skema was nie, deur enige persoon betaalbaar sou wees of sou geword het kragtens die Inkomstebelastingwet of enige ander Wet wat deur die Kommissaris vir die Suid-Afrikaanse Inkomstediens geadministreer word; en

19.6 Daar moet jaarliks 'n inkomstebelastingopgawe by die belastingvrystellingseenheid ingedien word.

20. BESLEGTING VAN GESKILLE EN ARBITRASIE

20.1 Sou 'n lid ontevrede wees met die besluit van die UK oor enige aangeleentheid wat aan hulle vir besluitneming voorgelê is, sal hy oor die reg beskik om sodanige geskil na arbitrasie te verwys vir beslegting.

20.2 Sodanige arbitrasieproses sal:

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY	
APPROVED IN TERMS OF SECTION 60 OF THE	
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015)	
	22/5/2025
MUNICIPAL MANAGER	DATE

Grondwet van die Suid-Afrikaanse Republiek — 13 Augustus 2024

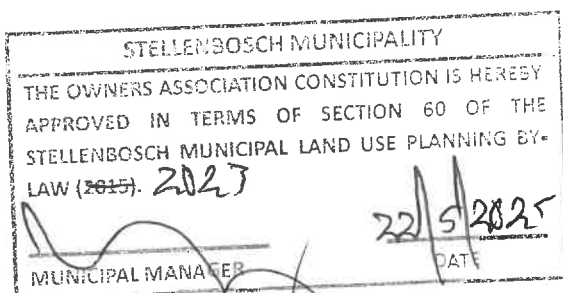
- 20.2.1 Plaasvind te Stellenbosch op 'n informele summiere wyse sonder enige pleitstukke of blootlegging van dokumente en sonder die noodsaaklikheid om aan die streng reëls van die bewysreg te voldoen; en
- 20.2.2 so spoedig moontlik met die doel om die arbitrasieproses af te handel binne 30 (dertig) dae vanaf die datum waarop die geskil na arbitrasie verwys is; en
- 20.2.3 onderworpe aan die bepalings van die Wet op Arbitrasie, no 42 van 1965, soos gewysig, of sodanige arbitrasiewette wat van tyd tot tyd mag geld, behalwe waar die bepalings van hierdie klousule anders voorskryf.
- 20.3 Die arbiter moet 'n senior prokureur of senior advokaat of senior geregistreerde geoktrooieerde rekenmeester of die beheerargitek (verwys na in hierdie Grondwet) wees, afhangende van die aard van die geskil, op wie deur die betrokke lid en die UK onderling ooreengekom is. By ontstentenis van sodanige ooreenkoms, sal die arbiter aangestel word deur die president van die Wetsgenootskap van die Kaap.
- 20.4 Die lid wat die geskil ter arbitrasie verwys, sal aanspreeklik wees vir betaling van die koste van die arbiter en enige ander koste van die arbitrasie proses, tensy die arbiter anders sou beslis.
- 20.5 Die partye tot sodanige arbitrasie, synde die lid en die UK, kom hiermee onherroeplik ooreen dat die beslissing van die arbiter in sodanige arbitrasie verrigtinge finaal en bindend op hulle sal wees.
- 20.6 By die uitleg van enige geskil voortspruitend uit die inhoud van die Grondwet en/of Reglement, sal die bepalinge van die Grondwet voorkeur kry en geld die Afrikaanse weergawe van die Grondwet.

21. WYSIGING VAN DIE GRONDWET

Hierdie Grondwet sal nie verander of gewysig kan word op enige wyse sonder die toestemming van die Munisipaliteit van Stellenbosch nie en slegs nadat sodanige veranderinge of wysigings deur die lede by wyse van die neem van 'n Spesiale Besluit op 'n algemene vergadering goedgekeur is.

22. PERSOONLIKE AANSPREEKLIKHEID VAN LEDE

Geen lid van die Vereniging sal op enige wyse persoonlik aanspreeklik wees ten opsigte van enige handeling, óf versuim, óf aanspreeklikheid aanvaar, deur, of namens, die Vereniging nie.



Verordening van die la Cismenos Huiseienesievereniging --- 13 Augustus 2024

23. SERTIFIKAAT VAN GOEDKEURING

Ek, die ondergetekende, sertifiseer hiermee dat die Grondwet van die *la Clémence* Huiseienaarsvereniging op hierdie dag en datum deur die Munisipaliteit van Stellenbosch goedgekeur is.

Goedgekeur en aanvaar op 'n Algemene en Spesiale Jaarvergadering gehou te Stellenbosch op 13 Augustus 2024.

.....
Voorsitter

.....
Sekretaris

.....
Namens die Munisipaliteit van Stellenbosch

Geteken te Stellenbosch op hierdie dag van

