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In antwoord verwys na nommer
In reply quote number
Xa Uphendula chaza Le Nombolo

Hartenbosch-Mos/217/21,25,31;2016 National Greenest Town
15/4/37/4/F Krüger
C 6467633 (In)

2007 Rayport Dory van die Jaar
2016 National Greenest Town
2017 Kivêla Town of the Year!

8 September 2020

Cleon Steyl
Status-Mark Property Management
PO Box 567
MOSSSELBAAI
6500

Sir/Madam

**MONTY CHRISTO RETIREMENT VILLAGE HOMEOWNERS ASSOCIATION
CONSTITUTION: APPROVAL OF THE CONSTITUTION OF THE HOMEOWNERS
ASSOCIATION**

Your application dated 26 August 2020, refers.

Attached herewith, the approved Constitution of the Homeowners' Association as requested for safe custody.

Yours faithfully

DIRECTOR: PLANNING & ECONOMIC DEVELOPMENT

/jk

12 December 2018

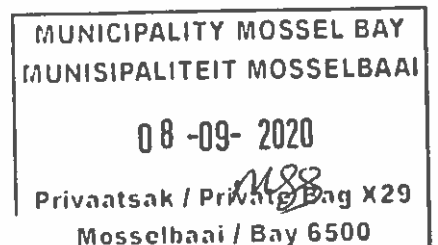
CONSTITUTION

OF

THE MONTE CHRISTO RETIREMENT VILLAGE ASSOCIATION

**An association established
in terms of the Housing Development Schemes for Retired
Persons Act 65 of 1988**

CommVAME-GENLWE/GN0399



1 ESTABLISHMENT IN TERMS OF STATUTE

The Monte Christo Retirement Village Association is constituted in terms of the Housing Development for Retired Persons Act 65 of 1988

2 INTERPRETATION

In these presents:

2.1 The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- 2.1.1 "Auditors" means the auditors of the Association;
- 2.1.2 "business day" means weekdays other than Saturdays, Sundays and public holidays;
- 2.1.3 "Chairman" means the Chairman of the Trustee Committee;
- 2.1.4 "CPIX" means the annual average rate of change (expressed as a percentage) in the Consumer Price Index, excluding interest rates on mortgage bonds for all metropolitan areas as published in the Government Gazette by Statistics South Africa, or such other index reflecting the official rate of inflation in the Republic of South Africa as may replace it, which annual change shall be determined by comparing the most recently published index with the index published in respect of the corresponding month in the previous year;
- 2.1.5 "Day" means a calendar day;
- 2.1.6 "Developer" means Monte Christo Retirement Village (Pty) Ltd (Registration No 2008/030990/07);
- 2.1.7 "in writing" means written, printed or lithographed, e-mail transmissions or partly one and partly another, and other modes of representing or producing words in a visible form;
- 2.1.8 "Member" means a Member of the Association qualifying as such in terms of these presents;
- 2.1.9 "month" means calendar month;

- 2.1.10 "special resolution" means a resolution passed at a special general meeting of the Association which not less than 21 days' notice has been given specifying the intention to propose the resolution as a special resolution, the terms and effect of the resolution and the reasons for it, and passed, on a show of hands, by not less than three fourths of the total number of Members present at that meeting who, at minimum, form a quorum for a general meeting;
- 2.1.11 "the CSP" means the Caring Service Provider which is currently Monte Christo Health Care (Pty) Ltd. Monte Christo Health Care may cede and delegate its rights and obligations to a third party with the approval of the Members of the Association, which approval shall not be unreasonably withheld.
- 2.1.12 "the Association" means The Monte Christo Retirement Village Association;
- 2.1.13 "the Office" means the registered office of the Association;
- 2.1.14 "Trustee" means a person appointed or elected as a Member to the Trustee Committee in terms hereof;
- 2.1.15 "the Trustee Committee" means the Trustee Committee of the Association;
- 2.1.16 "the Village" means the Monte Christo Retirement Village which comprises single residential erven, sectional title Units, a caring facility and a clubhouse; and
- 2.1.17 "these presents" means this Constitution and regulations and by-laws of the Association from time to time in force;
- 2.1.18 "the Unit(s)" means the single residential properties and sectional Title Units situated in and forming part of the Village;
- 2.1.19 "Transferee" means the Purchaser of either a Single Residential Property or a Sectional Title Unit situated in and forming part of the Village;
- 2.1.20 "Vice-Chairman" means the Vice-Chairman of the Trustee Committee;
- 2.1.21 "year" means calendar year;
- 2.2 Unless the context otherwise requires, any words importing the singular number only shall include the plural number, and vice versa and words importing any one gender only shall include the other two genders.

3 PURPOSE DESCRIBING THE MAIN BUSINESS

3.1 The main business of the Association is to carry on the management of the Village and the promotion, advancement and protection of the Members and to take ownership of and control the private open space areas

3.2 It is recorded that the Association shall not be responsible for the management and control functions of any sectional title body corporate to be established within the Village however the Association may fulfill certain of such functions on behalf of the body corporate

4 MAIN OBJECT

The main object of the Association is the control over the promotion, advancement and protection of the communal and group interests of the Members generally.

5 FINANCIAL YEAR END

The financial year end of the Association is the end of February of each year

6 MEMBERSHIP

6.1 Membership of the Association shall be compulsory for every registered owner of a Unit.

6.2 Such Membership shall commence simultaneously with the transfer of the Units into the name of the Transferee.

6.3 Membership of the Association shall be limited to the registered owners of the Unit provided that

6.3.1 a person who is entitled to obtain a certificate of registered title to any such Unit shall be deemed to be the registered owner thereof; or

6.3.2 where any such owner is more than one person, all the registered owners of that Unit shall be deemed jointly and severally to be one Member of the Association.

7 CESSATION OF MEMBERSHIP

When a Member ceases to be the registered owner of a Unit, he or she shall ipso facto cease to be a Member of the Association.

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8 RESTRICTION ON A SALE OF AND THE DEVELOPMENT OF UNITS

A Member shall not be entitled to:

- 8.1 alienate or transfer a Unit unless it is a condition of the alienation and transfer that:
- 8.1.1 the transferee becomes a Member of the Association;
 - 8.1.2 the registration of transfer of that Unit into the name of that transferee shall ipso facto constitute the transferee as a Member of the Association;
 - 8.1.3 he or she first obtains a clearance certificate signed by the Association which consent shall be given provided the Member has complied with all his or her obligations in terms of this Constitution, including any payment to the CSP for services rendered, any further that the alienee of such unit agrees in writing to abide by the terms of the Constitution; and
 - 8.1.4 the proposed alienation takes place on terms and conditions as prescribed by the Association.
- 8.2 erect any buildings and/or structures and/or other new improvements of any nature whatsoever, nor to make any alterations, modifications or renovations to such buildings and/or structures ("the proposed work") on his or her Unit without the written approval of the Trustees Committee, which approval shall only be given:
- 8.2.1 after detailed plans of the proposed works have been submitted to the Trustees, or any person nominated by the Trustees (who may be an Architect, registered with the South African Council of Architects or the Institute of South African Architects);
 - 8.2.2 if the Trustees or their nominees, in their sole discretion, are satisfied that the proposed work is appropriate and in conformity with the general appearance of the other existing and approved structures erected or to be erected on the Units;
 - 8.2.3 once the Member has made payment of any costs which may be incurred in obtaining this approval, including the costs of the Trustees or their nominee, such costs to be based on the recommended tariff of the Institute of South African Architects, for work of a similar nature; and
 - 8.2.4 once the Member has paid to the Trustees a deposit in the amount as the Trustees may from time to time determine as a "building deposit" which



amount shall be held in trust by the Trustees subject to the provisions of these presents;

provided that the foregoing shall not be interpreted as detracting from the sole and final responsibility of the appropriate local authority to approve or reject building plans.

9 RESIGNATION OF MEMBERS

The registered owner of a Unit may not resign as a Member of the Association.

10 MEMBERSHIP CERTIFICATE

The Trustee Committee may, by regulation, provide for the issue of a Membership certificate, which certificate shall be in such form as may be prescribed by the Trustee Committee.

11 RIGHTS AND OBLIGATIONS OF MEMBERS

The rights and obligations of a Member shall not be transferable and every Member shall:

- 11.1 to the best of his or her ability further the objects and interests of the Association, and
- 11.2 observe all by-laws and regulations made by the Association or the Trustee Committee;

provided that nothing contained in this Constitution shall prevent a Member from ceding his or her rights in terms of this Constitution as security to the mortgagee of that Member's Unit.

12 LEVIES

12.1 The following levies are payable by the Members to the Association:

- 12.1.1 the Monte Christo Retirement Village Association ("the HOA Levy") per Unit;
- 12.1.2 the Monte Christo Eco Estate Association (the parent association) per Unit;
- 12.1.3 the Monte Christo Retirement Village Health Care Levy ("the Basic Health Care Levy") per person,
- 12.1.4 the Monthly Meal Voucher ("the meal voucher") per person

12.2 Should a Unit be unoccupied at any time, the minimum charge of one person will be charged for a one-bedroom Unit, a minimum charge of two persons for a two and three bedroomed Unit in respect of the health care levy and the meal voucher. This will not



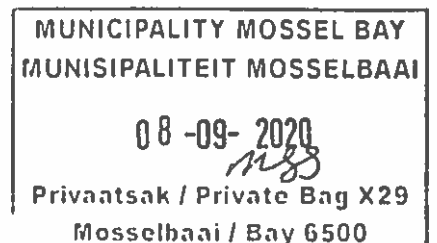
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apply where a spouse or permanent partner has passed away during the occupancy of the current occupier and therefore the minimum charge will be restricted to the number of occupiers.

- 12.3 The Member that is the owner of the following Units which have been allocated to the De Caravel Members will not pay levies to the Association as provided in clause 12.1.1, 12.1.2, 12.1.3 and 12.1.4.
- 12.3.1 Properties 6238, 6239, 6240, 6241, 6242, 6243, 6244, 6245, 6246, 6247, 6248, 6249, 6250, 6251, 6252, 6253, 6254, 6255, 6256, 6257, 6234, 6235, 6236 and 6237 which are parking bays
- 12.4 The Trustee Committee shall decide what the yearly levy increase in respect of the levies set out in clause 12.1 should be. The levies will be increased on 1 March yearly. In the event that the increase in levies exceeds the "CPIX" for the preceding year ending December, the increase portion in levies exceeding the "CPIX" percentage must be approved at the Annual General Meeting or a Special General Meeting. The levy portion increase shall be applicable retrospectively from 1 March, irrespective of when the Annual General Meeting is taking place. Save for the Levies in Clause 12.1.2 which will be determined by the Monte Christo Eco Estate Association.
- 12.5 The Developer did not pay levies on any unsold erven prior to 31 August 2017 but instead funded the shortfall in the cumulative operating expenses of the Association up to that date.
- 12.6 As from 1 September 2017 the Developer shall pay to the Association an amount of R250 (Two Hundred and Fifty Rand) per month for each of the unsold erven (5916, 5950, 5951, 5954, 5955, 5956, 5957 & 5960) up to the date of registration of transfer into the name of a purchaser.
- 12.7 The Developer shall not be obliged to pay any levies in respect of the undeveloped and unserviced Berglans erven until the Mossel Bay Municipality issues a subdivision clearance in respect of these 8 (eight) erven. In the interim the Developer shall ensure that the property is cleared and kept in a tidy condition.

13 SPECIFIC SERVICES TO BE RENDERED BY THE CARING SERVICES PROVIDER TO THE ASSOCIATION AND ITS MEMBERS

- 13.1 The CSP will render the following basic health care services to the Members of the Association for which services the Members of the Association shall pay the Basic Health Care Levy to the CSP:

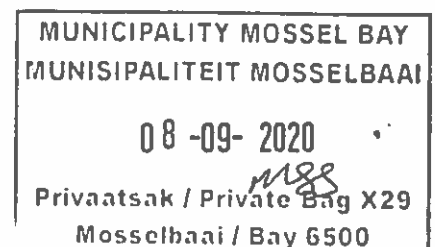


- 13.1.1 a medical service at the caring facility situated at De Caravel to cater for the application of medications, dressings, administration of injections, monitor tests and the calling on Members of the Village Association reasonably requiring assistance, advice and reassurance;
- 13.1.2 the provision of a 24 (twenty-four) hour medical response service by health care personnel to emergency calls from residents within the Village; and
- 13.1.3 an ambulance service will be called upon by the Administrator when necessary.
- 13.2 The CSP, in consideration for the rendering of the services described above, shall on a monthly basis receive the aggregate of the Basic Health Care Levy payable by the Members of the Association. The Association shall collect the Basic Health Care Levy from its Members and make payment thereof to the CSP. Any medical consumables used in the treatment which is performed on a Member shall be paid by such Member.
- 13.3 A Member can apply for the assisted living services. The CSP shall offer a number of different options based on the level of care entailed. The Member shall be charged the applicable fee for such services in accordance with the level of care elected by the Member.
- 13.4 The Basic Health Care Levy and assisted living fees shall be subject to an annual adjustment.
- 13.5 The CSP will exclusively render the following services in respect of which additional fees will be payable by the Members who elect to make use of such services. It being recorded that no other service provider or person, other than the CSP, will be allowed to render these services:
- 13.5.1 home care at the Member's residence;
- 13.5.2 assisted living care at De Caravel;
- 13.5.3 permanent care / frail care at the Caring Facility in De Caravel.
- 13.6 The tariffs for services as recorded in clause 13.5 shall be submitted to and considered at the Annual General Meeting on an annual basis, whereby the tariffs for each following year shall be determined and approved. Such approved tariffs shall come into operation on the 1st of March in the following year. Should any increase in tariffs exceed the "CPIX" at the time, the increase shall be motivated by the CSP.

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14 SERVICES TO BE RENDERED BY THE ASSOCIATION:

- 14.1 The Association will fulfill the following functions in respect of the Village:
- 14.1.1 the general management and administration of the Village;
 - 14.1.2 the monitoring of the agreement with the CSP;
 - 14.1.3 the delivery of the further specific services as provided for in clause 14.2 below;
 - 14.1.4 the appointment of a managing agent for the Village as is contemplated in Act 65/1988;
 - 14.1.5 the maintenance and upkeep of all common property within the Village, as well as roads and road reserves and Single Residential Erven;
 - 14.1.6 the payment of all rates, taxes and other proprietary charges payable in respect of common property within the Village;
 - 14.1.7 the payment of the costs of insurance of all the buildings within the village, which insurance shall be put in place for such replacement values as the Administrator may determine, subject thereto that the replacement values may be increased by any owner but then on the condition that the additional insurance costs shall be borne by such owner(s);
 - 14.1.8 the provision of 24 (twenty-four) hour security services for the Village. In providing the security service use is made of CCTV cameras in the Village and caring facility;
 - 14.1.9 the staffing and management of administration and reception facilities;
 - 14.1.10 the payment of the costs of water and electricity consumed on common property areas within the Village;
 - 14.1.11 the general management of all accounts, finances and other administrative requirements relating to the Association levy;
 - 14.1.12 maintenance and upkeep of all garden areas, including such areas which may be established on single residential erven and/or common property areas forming part of the sectional title schemes;
 - 14.1.13 the collection and removal of refuse bins from all houses and apartments within the Village, as well as from the club house which is to coincide with Municipal collections;



- 14.1.14 the maintenance and upkeep of all buildings and Units within the Village but excluding the interior of all Units;
- 14.1.15 the upkeep and cleaning of all common property within the village and club house;
- 14.2 The Association, in consideration for the rendering of the services described above shall:
-
- 14.2.1 on a monthly basis receive the aggregate of the Association levy paid to it by its Members from time to time; and
- 14.2.2 receive the levy stabilisation contributions from the Members who sell their properties, as is more fully provided for in the agreement of sale and Clause 71 and 72 from these presents.
- 14.3 The Association undertakes to ensure that a caterer will provide meals to the Members of the Association which comply with all the requirements of the Older Persons Act read with the requirements of the Retired Persons Act. The Association further undertakes to ensure that the contracted caterer will have the capacity and ability to provide meals to residents of the caring facility which comply with the two Acts referred to above.

15 SPECIAL LEVIES

The Trustee Committee may from time to time make special levies upon the Members in respect of any expenses or projected expenses reasonably incurred or to be incurred by the Association in the furtherance of its main business. Such levies may be made in the sum or by such installments and at such time or times as the Trustee Committee shall think fit.

16 OUTSTANDING LEVIES

Any amount due by a Member by way of a levy shall be a debt due by him or her to the Association. The obligation of a Member to pay a levy shall cease upon his or her ceasing to be a Member of the Association, without prejudice to the Association's right to recover arrear levies. A Member's successor in title to a Unit shall be liable as from the date upon which he becomes a Member pursuant to the transfer of that Unit, to pay the levy attributable to that Unit.

17 CALCULATION OF LEVIES

Any amounts which may become payable by the Members pursuant to the provisions of clause 13.6 shall be payable equally by the Members and shall be payable as annual or monthly levies, in the discretion of the Trustee Committee.



18 APPORTIONMENT OF SPECIAL LEVIES

Any special levies imposed by the Trustee Committee in terms of clause 15 shall be apportioned between the Members by the Trustees in an apportionment which the Trustees may regard as reasonable, regard being had of the direct benefits which the Member(s) may derive from the proposed expenditure for which the special levies are imposed. In the absence of any specific apportionment by the Trustee Committee special levies shall be paid by the Members equally.

19 SUBSCRIPTION FEES

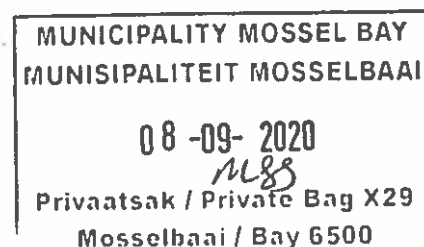
No Member shall be entitled to any of the privileges of Membership unless and until he or she shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of his or her Membership thereof.

20 BUILDING DEPOSIT

- 20.1 Each Member shall, when submitting to the Trustees for approval the detailed plans for alterations to existing improvements on the Member's Unit in terms of clause 8.2, pay to the Trustees a building deposit in an amount as may be determined from time to time by the Trustees, which amount shall be retained by the Trustees in trust until completion by the Member/his contractors of such improvements (as approved by the Trustees).
- 20.2 Upon completion of the building activities on the Unit, the Trustees shall, if they are satisfied that no damage has been effected by the Member or any of his contractors to any of the landscaped areas within the Village and that the improvements have been constructed in accordance with duly approved plans, release the building deposit to the Member. In the event of any landscaped areas as aforesaid having been damaged due to the building activities, the Member shall, within 15 (fifteen) days of having been requested to do so in writing by the Trustees, have the damage repaired to the satisfaction of the Trustees, failing which the Trustees shall be entitled to appoint an independent contractor to repair the damage and the amount paid to the Trustees as a building deposit in terms of clause 20.1 above shall then be utilised to defray the expenses of the independent contractor. It is, however, recorded that should the damage caused by the Member be such that the deposit is not sufficient to cover the costs of the repairs thereof, the claim of the Trustees against the Member shall not be limited to the amount of the said deposit.

21 CONTRACTS AND REGULATIONS

The Trustee Committee may from time to time:



- 21.1 make regulations and/or rules governing inter alia:
- 21.1.1 security control measures for the Units and private open space areas;
 - 21.1.2 the landscaping and maintenance of side walks and of the private open space areas within the Village;
 - 21.1.3 the provision of and utilisation of parking areas within the Village; or
 - 21.1.4 the general conduct of the Members of the Association, including rules relating to the management and control by Members of their Units, and
- 21.2 enter into agreement(s) with the local authorities governing the matters set out in 22.1 and any other incidental matters,

subject thereto that no such proposed regulations and/or agreements may conflict with the services to be rendered and functions to be fulfilled by the Administrator within the Village.

22 UNDERTAKINGS

Each Member undertakes to the Association that he or she shall comply with:

- 22.1 the provisions of this Constitution;
- 22.2 any regulations made in terms of clause 22.1, or
- 22.3 any agreements referred to in clause 22.2 insofar as those agreements may directly or indirectly impose obligations on him or her

23 BREACH

- 23.1 Should any Member
- 23.1.1 fail to pay on due date any amount due by that Member in terms of this Constitution or any regulation made thereunder and remain in default for more than 7 days after being notified in writing to do so by the Trustees, or
 - 23.1.2 commit any other breach of any of the provisions of this Constitution or any regulation made thereunder and fail to commence remedying that breach within a period of 7 days after the receipt of written notice to that effect by the Trustees and complete the remedying of such breach within a reasonable time;



then and in either such event, the Trustees shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the Trustees or the Association or any other Member may have in law, including the right to claim damages.

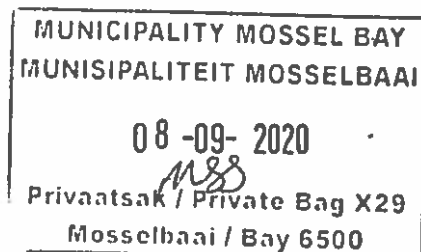
- 23.1.3 to institute legal proceedings on behalf of the Association against such Member for payment of such overdue amount or for performance of his or her obligations in terms of this Constitution or any regulation made thereunder, as the case may be, or
- 23.1.4 in the case of clause 24.1.2, to remedy such breach and immediately recover the total cost incurred by the Trustees or the Association in so doing from such Member.
- 23.2 Should the Trustees institute any legal proceedings against any Member pursuant to a breach by that Member of this Constitution or any regulation made thereunder, then without prejudice to any other rights which the Trustees or the Association or any other Member may have in law, the Trustees shall be entitled to recover from such Member all legal costs incurred by the Trustees or the Association, including attorney/client charges, tracing fees and collection commission.
- 23.3 Without prejudice to all or any of the rights the Trustees or the Association granted under this Constitution, should any Member fail to pay any amount due by that Member on due date, then such Member shall pay interest thereon at the publicly quoted prime rate of interest charged by the Association's bankers from time to time calculated from the due date for payment until the actual date of payment of such amount.

24 TERMINATION OF MEMBERSHIP

No Member ceasing to be a Member of the Association for any reason shall, (nor shall any such Member's executor, curators, trustees or liquidators) have any claim upon or interest in the funds or other property of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such Member or his estate any arrears of subscriptions or other sums due from him to the Association at the time of his so ceasing to be a Member.

25 TRUSTEE COMMITTEE

- 25.1 There shall be a Board of the Trustees of the Association which shall consist of not less than 3 (three) and not more than 6 (six) persons. The Developer shall be entitled to appoint to the Trustee Committee a number of Trustees equal in number to the number of Trustees appointed by Members of the Association. The persons so appointed by the Developer shall enjoy all the rights and have the same obligations as the Trustees appointed by the Association.



25.2 The appointment of the three Trustees nominated by the Developer shall first be approved by the Association, which approval shall not be unreasonably withheld or delayed.

25.3 Should the appointment of a Trustee nominated by the Developer not be approved by the Association then the Developer must be given the opportunity to nominate another person.

25.4 Each Trustee shall have one vote

26 QUALIFICATION FOR APPOINTMENT AS THE TRUSTEES

Every Trustee need not be a Member of the Association.

27 REMOVAL & ROTATION OF TRUSTEES

27.1 Save as set forth in clause 29 and 28.3 below, each Trustee shall continue to hold office until the Annual General Meeting held two years following his or her said appointment, at which meeting each trustee shall be deemed to have retired from office as such but shall be eligible for re-election to the Trustee Committee at such meeting.

27.2 Each year at the Annual General Meeting, only the positions of the trustees who are at the end of their two-year period and any other vacant trustee positions which may exist will be open for re-election. At least two trustees from the previous year will continue to hold office for the following year.

27.3 The right of the Developer to appoint persons to act as trustees in terms of clause 28 shall continue to be of effect at each Annual General Meeting of the Association.

28 REMOVAL OF THE TRUSTEES

A Trustee shall be deemed to have vacated his or her office as such upon:

28.1 his or her estate being sequestered, whether provisionally or finally, or his or her surrendering his estate;

28.2 his or her making any arrangement or compromise with his or her creditors,

28.3 his or her conviction for any offence involving dishonesty;

28.4 his or her becoming of unsound mind or being found lunatic;

28.5 his or her resigning from such office in writing delivered to the Secretary;

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28.6 his or her death, or

28.7 his or her removal from office by a Special Resolution of the Members;

provided that anything done in the capacity of a Trustee in good faith, by a person who ceases to be a Trustee, shall be valid until the fact that he or she is no longer a Trustee has been recorded in the minute book of the Trustee Committee.

29 VACANCY OF TRUSTEE

Upon any vacancy occurring on the Trustee Committee prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Trustee Committee, should the relevant trustee have been a trustee nominated by the Members or, should such trustee have been a trustee nominated by the Administrator, the vacancy shall be filled by a new trustee appointed by the Administrator.

30 OFFICE OF TRUSTEES

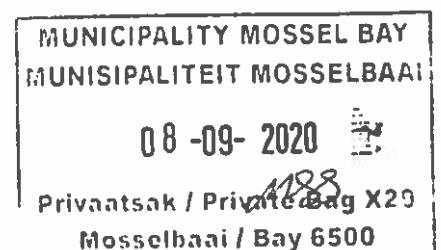
The Trustees shall appoint from amongst themselves, a Chairman and Vice-Chairman. The Chairperson shall however be elected from one of the Trustees elected by the Members of the Association.

31 ELECTION OF OFFICE BEARERS

31.1 Within 7 (seven) days of the holding of such Annual General Meeting, the Trustee Committee shall meet and shall elect from its own number the Chairman and Vice-Chairman, who shall hold their respective offices until the Annual General Meeting held next after their said appointment, provided that the office of the Chairman or Vice-Chairman shall ipso facto be vacated by the Trustee holding such office upon his or her ceasing to be a Trustee for any reason.

31.2 No one Trustee shall be appointed as both Chairman and Vice-Chairman. In the event of any vacancy occurring in any of the aforesaid offices at any time, the Trustee Committee shall immediately meet to appoint one of their number as a replacement in such office.

31.3 In order to be elected as Chairman, the trustee so being elected, must have previously served at least one year as a trustee.



32 POWERS AND DUTIES OF THE CHAIRMAN

Save as otherwise provided in these presents, the Chairman shall preside at all meetings of the Trustee Committee, and all general meetings of Members, and shall perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Trustee Committee or of Members, and to allow or refuse to permit invitees to speak at any such meetings, provided however, that any such invitees shall not be entitled to vote at any such meetings.

33 POWERS AND DUTIES OF THE VICE-CHAIRMAN

The Vice-Chairman shall assume the powers and duties of the Chairman in the absence of the Chairman, or his or her inability or refusal to act as Chairman, and shall perform such other duties as may from time to time be assigned to him or her by the Chairman or the Trustee Committee

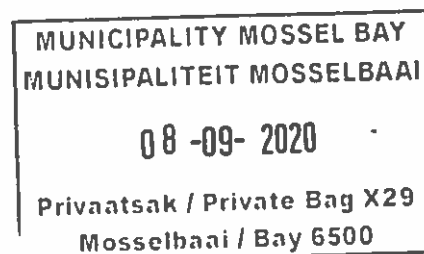
34 REMUNERATION OF THE TRUSTEES

Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Trustees and/or Chairman, Vice-Chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration fees or salary in respect of the performance of such duties

35 THE RIGHTS, DUTIES AND POWERS OF THE TRUSTEE COMMITTEE

- 35.1 Subject to the express provisions of these presents, the Trustee Committee shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in these presents, may exercise all such powers of the Association, and do all such acts on behalf of the Association as may be exercised and done by the Association, and as are not by these presents required to be exercised or done by the Association in general meeting, subject nevertheless to such regulations as may be prescribed by the Association in general meeting from time to time, provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Trustee Committee which would have been valid if such regulation had not been made.
- 35.2 The Trustee Committee shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.

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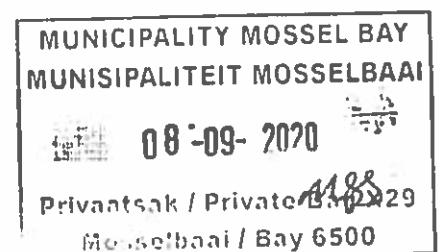
- 35.3 The Trustee Committee shall have the right to co-opt onto the Trustee Committee any Member or Members chosen by it. A co-opted Trustee shall enjoy all the rights and be subject to all the obligations of the Trustees.
- 35.4 The Trustee Committee may, should it so decide, investigate any suspected or alleged breach by any Member or Trustee of these presents, in such reasonable manner as it shall decide from time to time.
- 35.5 The Trustee Committee may make regulations and by-laws, not inconsistent with this Constitution, or any regulations or by-laws prescribed in the Association in general meeting:
- 35.5.1 as to disputes generally,
 - 35.5.2 for the furtherance and promotion of any of the objects of the Association;
 - 35.5.3 for the better management of the affairs of the Association;
 - 35.5.4 or the advancement of the interests of Members;
 - 35.5.5 for the conduct of Trustee Committee meetings and general meetings; and
 - 35.5.6 to assist it in administering and governing its activities generally and shall be entitled to cancel, vary or modify any of the same from time to time.

36 PROCEEDINGS OF THE TRUSTEE COMMITTEE

The Trustee Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.

37 MEETING OF THE TRUSTEE COMMITTEE

- 37.1 Meetings of the Trustee Committee shall be held at least once every quarter, provided that if all the Trustees shall in writing have waived the above requirement in respect of a particular quarter, then no meeting of the Trustee Committee need be held for that quarter.
- 37.2 The quorum necessary for the holding of any meeting of the Trustee Committee shall be 3 (three) Trustees.
- 37.3 The Chairman shall preside as such at all meetings of the Trustee Committee, provided that should at any meeting of the Trustee Committee the Chairman not be present within 5 (five) minutes after the time appointed for the holding thereof, then the Vice-Chairman



shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within 5 (five) minutes of the time appointed for the holding of such meeting, those present of the Trustees shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

- 37.4 A Trustee shall take minutes of every Trustee Committee meeting, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting will have closed and shall then be certified correct by the Chairman of the meeting. All minutes of Trustee Committee meetings shall after certification as aforesaid be placed in a Trustee Committee Minute Book to be kept in accordance mutatis mutandis, with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The Trustee Committee Minute Book shall be open for inspection at all reasonable times by the Trustee, the Auditors and the Association Members.
- 37.5 All competent resolutions recorded in the minutes of any Trustee Committee meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the Trustee Committee shall be of any force or effect, or shall be binding upon the Members or any of the Trustees unless such resolution is competent within the powers of the Trustee Committee.
- 37.6 Save as otherwise provided in these presents, the proceedings at any Trustee meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.
- 37.7 A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Trustee Committee duly convened.

38 GENERAL MEETINGS OF THE ASSOCIATION

- 38.1 The Association shall before 31st August in each calendar year, hold a general meeting as its Annual General Meeting, in addition to any other general meetings, during that year, and shall specify the meeting as such in the notices.
- 38.2 Such Annual General Meeting shall be held at such time and place, subject to the foregoing provisions, as the Trustee Committee shall decide from time to time.

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39 GENERAL MEETINGS OF THE ASSOCIATION (OTHER THAN THE ANNUAL GENERAL MEETING)

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

40 SPECIAL GENERAL MEETING

The Trustee Committee, may, whenever deemed fit, convene a special general meeting.

41 NOTICE OF MEETINGS

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

- 41.1 in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat, and
- 41.2 in the case of a special general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 75% (seventy-five per centum) of the total voting rights of all Members.

42 FAILURE TO GIVE NOTICE

The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents, or the non-receipt of any such notice, notification or document by any Member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.



43 VENUE OF MEETINGS

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

44 QUORUM

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be such of the Members entitled to vote, as together, represent 35% (thirty-five percent) of the total votes of all Members of the Association entitled to vote, save that Members representing at least 8 (eight) Units must be personally present.

45 DISSOLUTION OF MEETINGS

If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as the Chairman of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be a quorum

46 AGENDA AT MEETINGS

In addition to any other matters required by these presents to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 46.1 the consideration of the Chairman's report to the Trustee's Committee;
- 46.2 the election of the Trustee Committee;
- 46.3 the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions.
- 46.4 the consideration of the income statement and balance sheet of the Association for the last financial year of the Association preceding the date of such meeting;
- 46.5 the consideration of the report of the Auditors.
- 46.6 the submission, for information, of a schedule of insurance values/covers;

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- 46.7 the consideration and fixing of the remuneration of the Auditors for the financial year of the Association preceding the Annual General Meeting, and
- 46.8 the presentation, for information purposes only, of:
- 46.8.1 a reconciliation by the Managing Agent reflecting the total of the monthly levies and levy stabilisation fees (as referred to in clause 14) received during the last financial year of the Association, as well as expenses funded from such receipts, and
 - 46.8.2 a budget of the total monthly levies to be payable during the ensuing financial year, as well as of the proposed expenditure thereof.

47 PROCEDURE AT GENERAL MEETINGS

The Chairman shall preside as such at all general meetings, provided that should he or she not be present within five minutes after the time appointed for the holding thereof, then the Vice-Chairman, shall act as Chairman at such meeting, provided further that should the Vice-Chairman also not be present within five minutes of the time appointed for the holding of such meeting, then the Members present at such meeting entitled to vote, shall vote to appoint a Chairman for the meeting, who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

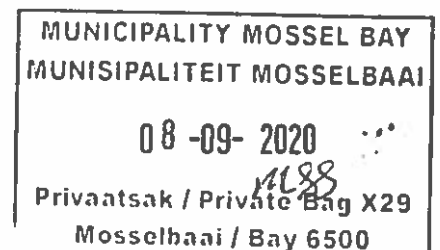
48 ADJOURNMENT OF MEETINGS

The Chairman may, with the consent of any general meeting at which a quorum is present (and if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in writing.

Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.

49 CONDUCT OF MEETINGS

Except as otherwise set forth in these presents, all general meetings shall be conducted in accordance with generally accepted practice.



50 PROXIES

A Member may be represented at a general meeting by a proxy, who need not be a Member of the Association. The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where a Member is more than one person, any one of those persons may sign the instrument appointing a proxy on such Member's behalf, where a Member is a company, the same may be signed by the Chairman of the Board of Directors of the Company or by its secretary, and where an association of persons, by the secretary thereof.

51 INSTRUMENT APPOINTING A PROXY

51.1 The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed, or a notarially certified copy thereof shall be deposited at the office at any time before the time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months from the date of its execution.

51.2 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Trustee Committee at least one hour before the time fixed for the holding of the meeting.

52 VOTING

At every general meeting the Members present in person or by proxy and entitled to vote shall each have 1 (one) vote.

53 MEMBERS ELIGIBLE TO VOTE

No person other than a Member shall be entitled to vote on any matters at any General Meeting, either in person or by proxy, provided that such Member shall have paid every levy and other sum (if any) which shall be due to the Association in respect of or arising from his or her Membership. The Developer shall have the right to vote in respect of the unsold properties provided that it shall have paid every levy and other costs (if any) as per clauses 12.6 and 12.7.

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MUNICIPALITY MOSSEL BAY
MUNISIPALITEIT MOSSELBAAI
08-09-2020
Privaatsak / Private Bag X29
Mosselbaai / Bay 6500

54 MANNER OF VOTING

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless either prior to or on the declaration by the Chairman of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.

55 MANNER OF ELECTING A CHAIRPERSON

Notwithstanding the provisions of clause 55 aforesaid, voting on the election of a Chairman of a general meeting (if necessary) or on any question of adjournment, shall be decided on a show of hands by a majority of the Members present in person or by proxy, and entitled to vote.

56 RESOLUTION AND AMENDMENT THEREOF

Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.

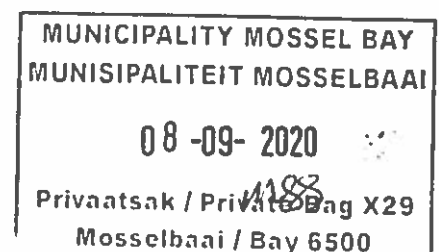
57 ORDINARY RESOLUTION

57.1 An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all the votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question.

57.2 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the general meeting shall be entitled to a casting vote in addition to his deliberative vote.

58 OBJECTIONS TO DECLARATION

Unless any Member present in person or by proxy at a general meeting shall before closure of the meeting have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety of validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of



the vote so recorded if such entry conforms with the declaration made by the Chairman of the meeting as to the result of any voting at the meeting

59 OTHER PROFESSIONAL OFFICERS

Save as specifically provided otherwise in this Constitution, the Trustee Committee shall at all times have the rights to engage on behalf of the Association, the services of Accountants, Auditors, Attorneys, Advocates, Architects, Engineers, any other professional person or firm and/or any other employee/s whatsoever, for any reasons thought necessary by the Trustee Committee and on such terms as the Trustee Committee shall decide, subject to any of the provisions of these presents, provided that any expenditure incurred in respect of the above, shall not exceed 5% (five per centum) of the total annual levy for the year in question unless authorised by a Special Resolution

60 ACCOUNTS

The Association in general meeting or the Trustee Committee, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.

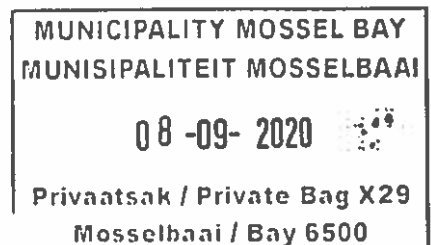
61 INCOME AND EXPENDITURE ACCOUNTS

At each Annual General Meeting the Trustee Committee shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the Association together with a proper balance sheet made up as at the last financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the Trustee Committee and the Auditors, and there shall be attached to the notice sent to Members convening each Annual General Meeting, as set forth in clause 42 above, copies of such accounts, balance sheet and reports and of any other documents required by law to accompany the same

62 SERVICE OF NOTICES

A notice shall be in writing and shall be given or served by the Association upon any Member, either personally or by e-mail or by post in a prepaid registered letter, properly addressed to the Member at the address of the Unit owned by him or her.

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63 SERVICE ADDRESS

No Member shall be entitled to have a notice served on him or her at any address not within the Republic of South Africa, but any Member may require the Association, by notice, to record an address within the Republic of South Africa which shall be deemed to be his address for the purpose of the service of notices.

64 POSTAL NOTICE AND E-MAIL NOTICE

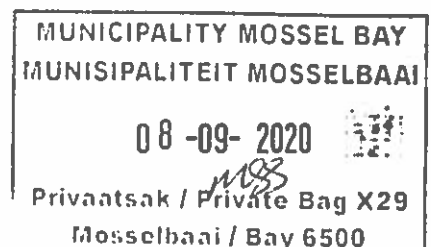
- 64.1 Any notice by registered post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by registered post, shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
- 64.2 Any notice transmitted by e-mail shall be deemed to have been served at the time of the transmission of the e-mail.

65 FAILURE TO GIVE NOTICE

The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

66 INDEMNITY

- 66.1 The Trustee Committee and the Auditors shall be indemnified out of the funds of the Association against any liabilities bona fide incurred by them in their respective said capacities whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the Court.
- 66.2 Every Trustee Member, every servant, agent and employee of the Association, and the Auditors shall be indemnified by the Association against (and it shall be the duty of the Trustee Committee out of the funds of the Association to pay) all costs, losses and expenses (including traveling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/her/their respective duties, including in the case of a Trustee Committee Member, his or her duties as Chairman or Vice-Chairman. Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him or her jointly or severally in connection with the discharge of his duties, provided that any such act, deed or letter has been done or written in good faith.



66.3 The Trustee Committee shall not be liable for the acts, receipts, neglects or defaults of the Auditors or of any of the other Trustee Members, whether in their capacities as the Trustee Committee or as Chairman or Vice-Chairman, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Trustee Committee for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of bona fides or breach of duty or breach of trust.

67 ARBITRATION

67.1 Any dispute, question or difference arising at any time between Member or between Members and Trustees out of or in regard to:

67.1.1 any matters arising out of this Constitution;

67.1.2 the rights and duties of any of the parties mentioned in this Constitution, or

67.1.3 the interpretation of this Constitution,

shall be submitted to and decided by arbitration on notice given by any party to the other parties who are interested in the matter in question.

67.2 Arbitration shall be held in Mosselbay informally and otherwise upon the provisions of the Arbitration Act No 42 of 1965 (as amended or replaced from time to time) it being intended that if possible it shall be held and concluded within 21 (twenty-one) business days after it has been demanded

67.3 Save as otherwise specifically provided herein, the Arbitrator shall be, if the question in dispute is:

67.3.1 primarily an accounting matter - an independent accountant;

67.3.2 primarily a legal matter - a practising counsel or attorney of not less than 10 (ten) years standing.

67.3.3 any other matter - an independent and suitably qualified person appointed by the Auditors,

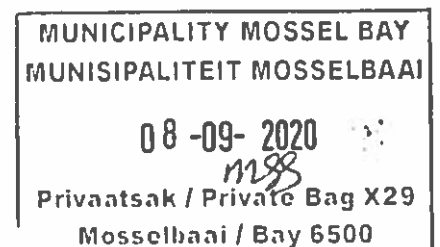


as may be agreed upon between the parties to the dispute.

- 67.4 If agreement cannot be reached on whether the question in dispute falls under clauses 68.3.1, 68.3.2 or 68.3.3 or upon a particular arbitrator in terms of clause 68.3.3, within 3 (three) business days after the arbitration has been demanded, then:
- 67.4.1 the President for the time being of the Law Society of the Cape shall determine whether the question in dispute falls under clauses 68.3.1, 68.3.2 or 68.3.3, or
- 67.4.2 the President for the time being of the Law Society of the Cape shall nominate the arbitrator in terms of clause 68.3.2 within 7 (seven) business days after the parties have failed to agree so that the arbitration can be held and concluded as soon as possible within the 21 business days referred to in clause 68.2.
- 67.5 The arbitrator shall make his other award within 7 (seven) days after completion of the arbitration and shall in giving his or her award, have regard to the principles laid down in terms of this Constitution. The arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties or by the Association as he or she in his or her sole discretion may deem fit.
- 67.6 The decision of the arbitrator shall be final and binding and may be made an Order of the Cape Provincial Division of the High Court of South Africa upon the application of any party to the arbitration.
- 67.7 Notwithstanding anything to the contrary contained in clause 68, the Trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of these provisions.

68 EFFECTIVE DATE

The provisions hereof shall come into force simultaneously with the first passing of transfer of a Unit.



69 AMENDMENTS TO CONSTITUTION

This constitution, or any part thereof, shall not be repealed or amended, and no new rules shall be made, save by a Special Resolution approved with a 75% (seventy five percent) vote of the Members of the Association at an Annual General Meeting or Special General Meeting.

**70 ALIENATION OF PROPERTY AND LEVY STABILISATION CONTRIBUTION - UNIT
ACQUIRED / PURCHASED AS FROM 1 AUGUST 2015**

70.1 Every -

70.1.1 registered owner of a Unit(s) (which shall include, but not be limited to a natural person, trust, company or close corporation), or where Unit is owned by more than one registered owner, all the registered owners of the Unit jointly and severally,

70.1.2 shareholder of a company owning a Unit;

70.1.3 Member of a close corporation owing a Unit, or

70.1.4 beneficiary of a trust owning a Unit, who has sold or otherwise alienated (including a bequest in terms of a will) -

70.1.4.1 the Unit;

70.1.4.2 his or her shareholder's interest;

70.1.4.3 his or her Member's interest; or

70.1.4.4 his or her beneficial interest in the trust, shall, before transfer thereof, pay to the Association a Levy Stabilisation Contribution equal to 5% (five percent) of the value of the Unit or shareholder's interest or Member's interest or beneficial interest, as the case may be ("Levy Stabilisation Contribution").

70.2 For purposes of this clause 70.1.4.4, "value" means -

70.2.1 in cases where transfer duty is payable on the transaction, the amount on which the transfer duty is payable;

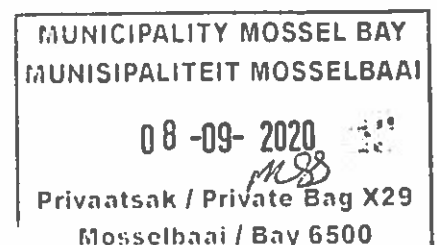
70.2.2 in cases where the transaction is subject to value added tax, the amount on which such tax is payable; and

70.2.3 in all other cases, the value of the Unit or of the interest which has been alienated.

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- 70.3 Unless otherwise agreed between the party concerned and the Association, the "value" of the Unit or the interest for purposes of (iii) above shall -
- 70.3.1 in the case of an arms' length transaction, be the amount of the consideration payable in respect of the transaction; or
- 71.3.2 in any other case, be the market value of the Unit or the interest as determined by a professional valuer or a professional associate valuer registered in terms of the Property Valuers Profession Act No. 47 of 2000, jointly appointed by the Association and the Member.
- 70.4 The Levy Stabilisation contribution is not payable in the event that there is no sale or alienation as provided for in clause 71.1 and where two or more persons occupied the Unit and one of the persons that occupied the Unit passes away and the other person(s) remain in occupation.
- 70.5 In the event that the Member should wish to sell his/her Unit(s) or interest therein to a third party, then the Member shall notify the Association accordingly.
- 70.6 "transfer" for purposes of the provisions of this clause shall be the earlier of the date upon which the Unit or the interest therein as defined in clause 71.1 is registered by the Member in the name of the party who acquires same from the Member or the date upon which the Member receives payment of the full purchase consideration from such party.
- 70.7 The contribution so to be received by the Association shall be used by the Association to discharge all its obligations as provided for in the agreement of sale. The Association shall receive and hold in a separate bank account the total of all Levy Stabilisation Contributions to be received from owners within the Village, it being recorded that the total aggregate amount of such Levy Stabilisation Contributions shall be earmarked by the Association, amongst other, for the proper upkeep and maintenance of the buildings and other structures forming part of the Village. The Association shall at all times keep separate account of the total of the Levy Stabilisation Contributions to be received by it from the Members within the Village and shall make available to its Members all information relating to the receipt of such Levy Stabilisation Contributions, the investment of the total of the funds received as Levy Stabilisation Contributions and the application of all funds received as Levy Stabilisation Contributions, it being the recorded intention that the trustees of the Association shall ensure that the improvements forming part of the Village are at all times fully maintained and that due provision is made for future maintenance.
- 70.8 Any alienation by a Member of the Unit(s) or interest therein shall take place on such standard terms and conditions as may be prescribed by the Association from time to time, it being recorded that standard terms and conditions need to be imposed to ensure that any proposed alienee is fully informed as to the rights and obligations which attach to the ownership of a Unit within the Village.



70 9 Upon the alienation of the Unit(s) or its interest therein by the Member, the Member shall appoint such firm of attorneys as may be nominated by the Association to attend to the transfer of the Unit(s) or its interest therein. The Member shall irrevocably instruct such conveyancers to make payment to the Association of the Levy Stabilisation Contribution, as well as any other amount which may be due to the Association from the proceeds of the sale of the Unit or its interest therein, on the date of registration of transfer thereof in the name of the third party.

70 10 In the event that the Member should elect to appoint the Member's own firm of estate agents to market the Unit(s) for sale on behalf of the Member, the Member shall be entitled to do so subject thereto that:

70.10 1 the sale and purchase of the Unit(s) or its interest therein shall take place on the terms and conditions as may be determined, from time to time by the Association.

70.10 2 the Member shall appoint such firm of attorneys as may be nominated by the Association to attend to the transfer of the Member's Unit(s); and

70.10 3 the obligation of the Member to pay the Levy Stabilisation Contribution as provided for in clause 71.3 shall remain of effect.

70.11 It is expressly recorded that the Levy Stabilisation Contribution shall not apply to Units in any sectional scheme

71 ALIENATION OF PROPERTY AND LEVY STABILISATION CONTRIBUTION - UNIT ACQUIRED / PURCHASED BEFORE OR ON 31 JULY 2015

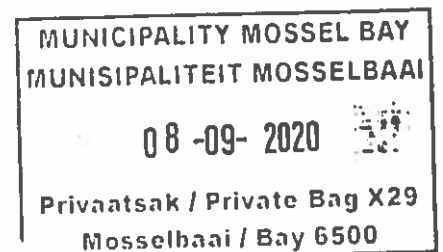
71.1 A Member shall not be entitled to alienate the property other than in accordance with the provisions of these presents.

71.2 In the event that the Member should wish to alienate the property to a third party, the Member shall notify the Village Association thereof. The Village Association shall keep up to date a register of all Interested parties who may wish to acquire properties within the Village

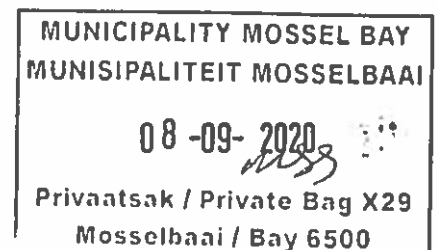
71.3 Upon an agreement of sale being concluded between the Member and any party in respect of the property and upon such transaction being implemented, the Member shall pay the Village Association a levy stabilisation contribution determined equal to 5% (Five percent) of the selling price at which the Member has sold the property.

"Implemented" for purposes of the provisions of this clause shall be the earliest of the date upon which the property is registered by the Member in the name of the party who acquires same from the Member or the date upon which the Member receives payment of the full purchase consideration from such party

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- 71.4 The contribution so to be received by the Village Association in terms of clause 72.3 shall be used by the Village Association to discharge all its obligations as provided for in this agreement. The Village Association shall receive and hold in a separate bank account the total of all levy stabilisation contributions to be received from Members within the Village selling their properties, it being recorded that the total aggregate amount of such levy stabilisation contributions shall be earmarked by the Village Association, amongst other, for the proper upkeep and maintenance of the buildings and other structures forming part of the Village. The Village Association shall at all times keep separate account of the total of the levy stabilisation contributions to be received by it from selling Members within the Village and shall make available to its Members all the information relating to the receipt of such levy stabilisation contributions, the investment of the total of the funds received as levy stabilisation contributions, it being the recorded intention that the trustees of the Village Association shall ensure that the improvements forming part of the Village are at all times fully maintained and that due provision is made for future maintenance.
- 71.5 Any alienation by a Member of the property shall take place on such standard terms and conditions as may be prescribed by the Village Association from time to time, it being recorded that standard terms and conditions need to be imposed to ensure that no proposed alienee is fully informed as to the rights and obligations which attach to the ownership of a property within the Village
- 71.6 Upon the alienation of the property by the Member, the Member shall appoint such firm of attorneys as may be nominated by the Village Association to attend to the transfer of the property. The Member shall irrevocably instruct such conveyancers to make payment to the Village Association of the levy stabilisation contribution, as well as any other amount which may be due to the Village Association from the proceeds of the sale of the property, on the date of registration of transfer thereof in the name of the third party.
- 71.7 In the event that the Member should elect to appoint the Members own firm of estate agents to market the property for sale on behalf of the Member, the Member shall be entitled to do so subject thereto that :-
- 72.7.1 the sale and purchase of the property shall take place on the terms and conditions as may be determined, from time to time by the Village Association;
- 72.7.2 the Member shall appoint such firm of attorneys as may be nominated by the Village Association to attend to the transfer of the Members property; and
- 72.7.3 the obligation of the Member to pay the levy stabilisation contribution as provided for in clause 72.3 shall remain of effect;
- 72.7.4 It is expressly recorded that the Levy Stabilisation Contribution shall not apply to Units in any sectional scheme.





M.S. SWART
CHAIRMAN
MONTE CHRISTO RETIREMENT VILLAGE ASSOCIATION

COMM/ME-GEN/VE/DWT0508

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MUNICIPALITY MOSSEL BAY
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