



CONSTITUTION

OF THE SUMMERVALE LIFESTYLE ESTATE

OWNERS' ASSOCIATION

1. **NAME**

The name of the Association is the SUMMERVALE LIFESTYLE ESTATE OWNERS' ASSOCIATION.

2. **DEFINITIONS**

2.1 In this Constitution, unless the contrary is indicated:

2.1.1 "the Association" shall mean the SUMMERVALE LIFESTYLE ESTATE HOME OWNERS' ASSOCIATION;

2.1.2 "Area" shall mean the Remainder of Erf 5070 The Strand, including any subdivision thereof;

2.1.3 "Developer" shall mean WHITE WAVES TRADING (PTY) LTD
Registration number 2002/030110/07, or its successors in title or assigns;

2.1.4 "Development" shall mean Summervale Lifestyle Estate or any phase thereof;

2.1.5 "Person" shall include a juristic person or body corporate, including the trustees of a trust or other entity entitled in law to hold title to immovable property;

2.1.6 "Erf" shall mean any subdivision of the Area as approved of by the local authority, including a sectional title unit;

2.1.7 "Resident" shall mean the tenant or other occupant of the erf;

2.1.8 "Transferor" shall mean the owner, the executor of his or her estate or any other person who alienates an erf;

- 2.1.9 “Alienation” shall mean to change ownership of an erf or any portion thereof, by means of a sale, exchange, donation, deed, intestate or testate succession, cession, delegation, court order, insolvency or liquidation, prescription, or expropriation, and irrespective of whether or not the alienation is subject to a suspensive or resolutive condition, and “alienate” shall have a corresponding meaning.
- 2.2 Words importing the singular shall include the plural and the converse shall also apply; the masculine gender shall include feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.

3. **HEADINGS**

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

4. **OBJECTS OF THE ASSOCIATION**

- 4.1 The objects of the Association are:
- 4.1.1 to promote and enforce standards within the Area so as to ensure that members may derive the maximum collective benefit from the tranquil atmosphere and peaceful co-existence within the Development;
- 4.1.2 to manage, own and maintain the private road reserve; private open space, and all services and amenities constructed for the mutual benefit of members;
- 4.1.3 to control the aesthetic appearance of all land and buildings within the boundaries of the Area.
- 4.2 The Association shall have the power to do such acts as are necessary and reasonably required to give effect to the provisions of the Constitution.

5. **MEMBERS**

- 5.1 Membership of the Association shall be evidenced by registered ownership in the Deeds Registry in Cape Town of one or more erven in the Area. Upon registration of ownership, membership of the Association shall be automatic and members shall be obliged to comply with the provisions of this Constitution. No persons shall be entitled to cease to be a member of the Association while remaining the registered owner of an erf within the Area, and members shall ensure that their tenants comply with this Constitution.
- 5.2 Each member shall be entitled to 1 (one) vote for each registered erf owned in the Area. Ownership of an erf in undivided shares shall constitute only one membership, which membership shall be represented by one individual.

- 5.3 Membership shall be transferred by the registration of a Deed of Transfer in the Deeds Registry at Cape Town.
- 5.4 No member shall be entitled to let his/her erf unless it is a specific condition of such lease that the lessee be handed a copy of the Constitution of the Association and that such lessee undertakes to abide by the conditions thereof as far as they affect the conduct of inhabitants.
- 5.5 Members of the Association are obliged to comply with all provisions of the Constitution, as well as the Rules and Regulations that may be prescribed by the Trustees from time to time, failing which the Trustees may take corrective action at the cost of the members. Without detracting from the generality of the foregoing, they may give written notice to members to rectify the breach of any provision within the time stipulated, failing which a court may be approached for a suitable order.

6. **EXERCISE OF POWERS**

- 6.1 The powers of the management and administration of the Association vest in the Trustees, who may exercise such powers and perform such acts on behalf of the Association unless specifically reserved for the members at a General Meeting. Without limiting the generality of the foregoing, such powers will include, but not be limited to, the following:
- 6.2 the determination of suitable standards for community life and the management and maintenance of erven within the Development;
- 6.3 the performance of all such acts that are necessary to achieve the goals that are set out or can be inferred from this Constitution;
- 6.4 the investment and re-invest of funds of the Association that are not needed immediately, in a way that is to be determined from time to time;
- 6.5 the operation of a bank account, with all powers necessitated by such operation;
- 6.6 the drafting, conclusion and execution of contracts or agreements that are required in order to achieve the goals;
- 6.7 the employment and remuneration of agents, employees and other parties;
- 6.8 to take legal action in the name of the Association; to defend legal actions in the name of the Association and to appoint legal representatives for this purpose. Without detracting from the generality of the foregoing, the power to institute legal action will include the right to summons members for the payment of arrear levies, and/or the due performance of their obligations in terms of this

- Constitution. Any costs incurred in this regard will be payable by the member concerned;
- 6.9 to draft or amend Rules and Regulations from time to time that will be applicable to all members and residents within the Development in order to achieve the goals of the Association;
- 6.10 to prescribe and enforce the architectural style and the material to be used in respect of any buildings to be erected, or in respect of any alterations or additions to be carried out to existing buildings, and in particular to control the exterior design of such buildings and the materials used and the landscaping, so as to ensure an attractive, aesthetically pleasing character of all buildings within the Development. These prescriptions shall also apply to other works on an erf, including but not limited to, fences, pergolas, boundary walls and paving;
- 6.11 the appointment of one or more approved agents to conduct all marketing of properties within the Development so as to ensure that the security of the Development is not compromised and that the regulations regarding the placement of advertising boards are adhered to.
- 6.12 The Trustees shall be limited by the budget and contract periods as are determined at the Annual General Meeting from time to time. For any amounts and/or contracts that exceed the approved amounts, a Special General Meeting will be called in order to approve such amount or contract.
- 6.13 No acts of the Trustees will be void merely because of a flaw in the appointment of a Trustee, and all acts will be valid as if the Trustee had been duly elected.
- 6.14 All the actions of the trustees are recorded in a minute book.
7. **TRUSTEES**
- 7.1 Composition
- 7.1.1 The number of Trustees shall be determined from time to time at a General Meeting of the members of the Association, and shall consist of registered owners or spouses of owners of erven in the Area, or their proxy holder, provided that the majority of the trustees are registered owners. There shall be no less than 5 (five) Trustees.
- 7.2 Nomination of Trustees
- 7.2.1 Nominations by owners for the election of trustees must be received at the domicilium of the Association no later than 48 hours before the meeting and must be submitted on the prescribed forms with the consent of the person nominated.

- 7.2.2 In the event of not enough nomination forms received before the meeting, trustees legally nominated as per par. 7.2.1 will automatically qualify as trustees. Additional trustees will then be capable of being elected by way of nominations with the consent of the nominee given at the meeting itself.

7.3 Elections at an Annual General Meeting

- 7.3.1 Trustees shall be elected annually at the Annual General Meeting and shall remain in office until the following Annual General Meeting, whereafter they may be re-elected.

- 7.3.2 Trustees may fill any vacancy in their number or co-opt any additional member. Any Trustee so appointed or co-opted shall hold office until the next Annual General Meeting when he/she shall retire and be eligible for re-election as though he/she had been elected at the previous Annual General meeting.

- 7.3.3 The Trustees will arrange their meetings at will and will hold their first meeting within 14 days after every Annual General Meeting to confirm any guidelines for future meetings, on the understanding that at least 50% of all Trustees from time to time will form a quorum for meetings of Trustees. The guidelines for the meetings will be available to any member of the Trustees on demand.

- 7.3.4 The Trustees will elect a chairman, vice-chairman and secretary on their first meeting. The chairman will have a casting vote at meetings of the Trustees.

- 7.3.5 The Trustees may when needed, co-op (2) persons.

7.4 Vacation of office

A Trustee shall cease to hold office as such if:

- 7.4.1 he/she resigns by on written notice to the Association;
- 7.4.2 he/she is or becomes of unsound mind;
- 7.4.3 he/she surrenders his/her estate as insolvent or if his/her estate is sequestrated;
- 7.4.4 he/she is convicted of an offence which involves dishonesty;
- 7.4.5 he/she is absent from 3 (three) consecutive meetings of Trustees without special leave of absence by the remaining Trustees;

- 7.4.6 by resolution of a General Meeting of the Association, he/she is removed from his/her office;
- 7.4.7 he/she ceases to be a member of the Association.
- 7.5 Remuneration of Trustees
- Trustees shall be entitled to be reimbursed for all reasonable and bona fide expenses incurred by them in connection with the performance of their duties. Except as is specifically provided for above, no Trustee shall be entitled to any compensation, fees or salary for the performance of his/her duties unless approved by a General Meeting of members.
- 7.6 Indemnity
- No Trustee shall be liable vis-à-vis the Association, or any member, or any other person whatsoever for any act or omission by him/herself, or the Association, or its employees or agents. A Trustee is indemnified by the Association against any loss or damage suffered as a result of any deemed liability, on condition that the Trustee acted in good faith and without gross negligence or dishonesty.
- 7.7 Imposition of fines
- 7.7.1 If the conduct of a member or resident of an erf or his or her family member, guest, visitor, worker, domestic worker or contractor constitutes a nuisance, in the opinion of the trustees, or a transgression of a provision of the Constitution or the Rules or Regulations, the trustees may issue a written warning against the member or resident (if applicable) that a fine will be imposed if he or she were to persist with such conduct or transgression.
- 7.7.2 If the member or resident (if applicable) persists with such conduct or transgression of the specific provision of the Constitution or the Rules or Regulations, despite the written warning in terms of clause 7.6.1, the trustees may, by means of a resolution of trustees (taken by a 75% majority of the trustees) impose a fine against the member or resident (if applicable).
- 7.7.3 The fine becomes due and payable on the date of the trustees' resolution and shall be paid within 14 (fourteen) days after its imposition, failing which the fine may be added to the levy that the member is obliged to pay in terms of the Constitution.
- 7.7.4 The trustees may determine the amount of the fines from time to time, subject to any instruction or limitation given to or imposed upon the trustees by the members at a general meeting.

- 7.7.5 A member and resident (if applicable) may object in writing against the imposition of the fine and shall notify the trustees in writing of his or her objections within fourteen (14) days after imposition of the fine.
- 7.7.6 The trustees may, upon receipt of the objections from a member and resident (if applicable), decide to:
- 7.7.6.1 withdraw the fine, in which case they must notify the member and resident (if applicable) that the fine has been withdrawn, or
 - 7.7.6.2 call a meeting of trustees, so as to allow the member and resident (if applicable) to present his or her case, in which case they shall invite the member and resident (if applicable) to attend the meeting of trustees.
- 7.7.7 At the meeting of trustees the member and resident (if applicable) shall have the right to:
- 7.7.7.1 be present, and be assisted or represented by another person;
 - 7.7.7.2 be heard and to present evidence;
 - 7.7.7.3 cross-examine any person that had been called as a witness in support of the charge;
 - 7.7.7.4 have access to the documents that are presented as evidence.
- 7.7.8 After the member and resident (if applicable) had been given the opportunity to present his or her or their case, the trustees may, by means of a resolution of trustees:
- 7.7.8.1 confirm the fine, or
 - 7.7.8.2 reduce the fine, or
 - 7.7.8.3 set the fine aside.
- 7.7.9 The confirmed or reduced fine becomes due and payable on the date of the resolution of trustees, and shall be paid within 14 (fourteen) days after the meeting of trustees, failing which the fine may be added to the levy that the member is obliged to pay in terms of the Constitution.
- 7.7.10 Any notice that is sent to a resident in terms of this clause, shall also be sent to the relevant member.

8. **MEETINGS**

8.1 Annual General Meetings

Annual General Meetings shall be held at least once every year at such time and place as may be determined by Trustees, but so that no more than 15 (fifteen) months shall elapse between any 2 (two) such successive meetings. The motions for determination at the Annual General Meeting shall include, but not be limited to:

- 8.1.1 the receipt of a report on the affairs of the Association, including the determination of the budget for the following year; and
- 8.1.2 the elections of members as Trustees.
- 8.1.3 The Annual General Meeting shall be held on no less 14 (fourteen) days' written notice to each member, to which notice shall be annexed the minutes of the previous Annual meeting; the financial account of the previous year; the agenda; nomination and proxy forms.

8.2 Special General Meetings

- 8.2.1 Trustees may call a special General Meeting whenever they deem it to be in the interest of the Association. Such a meeting shall also be called upon the written request of not less than ten (10) members, directed to the Chairman of Trustees.
- 8.2.2 A Special General Meeting shall be held on no less than 10 (ten) days' written notice to each member. The notice shall state the place, date and time of the meeting, as well as the nature of the issue under discussion.

8.3 Quorum at meetings of members

No matters shall be discussed at any meeting unless a quorum is present when the meeting commences. For all purposes, the quorum shall be not less than 30 (thirty) percent of the total number of members of the Association, consisting of members present in person or represented by proxy.

8.4 Adjournment

If, within 30 (thirty) minutes from the time stated for the start of the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place. If a quorum is not achieved at the adjourned meeting within half an hour from the appointed time, the members present shall constitute a quorum. It shall not be necessary to give formal notice of such postponed meeting to members.

8.5 Chairman

The Chairman of Trustees shall preside at every General Meeting, but if he/she is not present at such meeting, the members present shall choose a Chairman from the Trustees, or if no Trustees are present, any other member present may act as Chairman.

8.6 Voting

At all General Meetings, a resolution put to the vote shall be determined by a poll which shall be held immediately in accordance with the following provisions:

- 8.6.1 Each member present in person or represented by proxy, whose levies are up to date, shall have 1 (one) vote for every erf registered in his/her name. The developer will have a vote equal to the percentage of levy they pay. (Ref. Clause 11.2)
- 8.6.2 Each member and person present as proxy for a member shall have one vote for each erf represented, to be expressed by way of a show of hands, unless the meeting decides that a secret ballot is to be held.
- 8.6.3 All resolutions shall be taken by majority vote of those members present in person or represented by proxy.
- 8.6.4 The Chairman of the meeting shall count the votes for and against the resolution and shall declare it passed or dismissed as the case may be.
- 8.6.5 A declaration by the Chairman of the result of the poll and entry thereof in the minutes of the Association shall be conclusive evidence of that fact.

8.7 Incapacity

Should any member be declared incapable of managing his/her own affairs, or a prodigal or insolvent, or in the case of a Company, placed under Judicial Management, or in liquidation, such member shall be represented by his/her curator; trustee; judicial manager or liquidator as the case may be, who shall be entitled to vote on his/her behalf, either personally or by proxy.

8.8 Co-ownership

If two or more persons are jointly registered owners of an erf, then the registered owners shall decide who shall vote, and only 1 (one) vote shall be allowed in respect of that erf.

8.9 Proxy

- 8.9.1 Votes may be cast either personally or by proxy. The written instrument appointing a proxy, duly signed, shall be delivered to the *domicilium citandi* of the Association or handed to a Trustee at least 24 (twenty four) hours before the starting time of a meeting or adjourned meeting.
- 8.9.2 The instrument appointing a proxy shall be in writing in the common form, or any form approved by Trustees under the hand of the grantor, or

his/her attorney or agent, duly authorised in writing, or if such appointee is a company, under the hand of an officer duly authorised on its behalf.

8.10 Juristic Persons

Any juristic person that is a member of the Association may, through resolutions of its directors or other governing body, authorize such person as it think fit to act as its representative at any meeting of the Association. This shall apply *mutatis mutandis* in the case of a Trust.

8.11 Secretariat

The general manager handles the secretariat.

9. **STATUS OF THE ASSOCIATION**

The Association shall automatically come into existence simultaneously with the registration of transfer of the first subdivided portion of the Area, and be an association -

- 9.1 with legal personality, capable of suing and being sued in its own name, and capable of owning immovable property;
- 9.2 none of the members of which shall have any right, title of interest to or in the property, funds or assets of the Association in their personal capacity, which shall vest in and be controlled by Trustees in terms hereof;
- 9.3 not for profit, but for the benefit of the owners and occupants of immovable property situated within the Area.

10. **SUBMISSION OF BUILDING PLANS**

- 10.1 Members shall be obligated to submit all building and sewerage plans for any new construction, renovations, alterations or additions to the Trustees for examination and approval prior to the submission of such plans to the Local Authority, and the Trustees shall make its decision known to the applicant within 2 (two) weeks of having received the plans.
- 10.2 If any member is dissatisfied with the decision of Trustees, he/she shall be entitled to call a meeting of all members and put his/her case to the vote, to be determined by simple majority of members present at the meeting of which at least 10 (ten) days' notice was given.

- 10.3 Until such time as all phases of the Development shall have been completed, the Developer shall have the sole and exclusive right to approve or reject building plans.

11. **LEVIES**

- 11.1 The Trustees shall have the power to establish a levy fund in the amount as may be necessary, in the opinion of the Trustees, to cover all costs which may be necessary in order to achieve the goals of the Association.
- 11.2 The levies shall be payable in equal shares by all registered owners in respect of each erf owned within the Development. Levies payable on empty erven will amount to 20% (twenty percent) of levies payable per month.
- 11.3 No erf may be sold or transferred without the prior written consent of the Association. Consent may be refused if any portion of the levy in respect of any erf remains due and payable.
- 11.4 Any levy imposed in terms of this Constitution shall be due and payable from the moment that the resolution is taken, and the Trustees may institute action for payment in any court, including a Magistrates' Court with jurisdiction, against any persons that were members of the Association at the time when the resolution was adopted.
- 11.5 Interest at a rate equal to ABSA Bank's prime lending rate from time to time shall be payable on all levies that remain unpaid for more than 7 (seven) days after the date on which it became due and payable.
- 11.6 The Board of Trustees has the right impose a special levy for any unforeseen expenditure (s).

12. **ACCOUNTING RECORDS**

- 12.1 The Trustees shall ensure that proper accounting records of the administration costs and finances of the Association are kept at the *domicilium* of the Association, or such other place or places as they may deem necessary, and shall have an audited balance sheet and income statement prepared annually.
- 12.2 The Trustees shall present the annual audited balance sheet and income statement to the Association for approval at the Annual General Meeting.
- 12.3 The financial year of the Association shall run from the 1st of March until the last day of February the following year.
- 12.4 The appointment of an auditor shall take place at the Annual General Meeting.

13. **ADDRESSES FOR NOTICES**

- 13.1 For purposes of all matters flowing from this constitution, including the giving of notices and service of legal documents, the Association and members appoint their *domicilium citandi et executandi* as follows:
- 13.1.1 the Association: Summervale Lifestyle Village, Lemoenboom Road, Gordonsbay, 7140;
- 13.1.2 each member: at the erf that is registered in a member's name.
- 13.2 The Association and any member may change his/her *domicilium citandi et executandi* to any other address within the Republic of South Africa. The change shall only take effect 10 (ten) days after the proper dispatch of the notice of change of address.
- 13.3 Any notice that is required to be given in terms of this Constitution, shall be given by means of delivery by hand or postage by pre-paid registered post, or per fax or email. In the latter case, the notice shall be deemed to have been received 10 (ten) days after the date of postage. Presentation of proof of dispatch or delivery shall be conclusive proof of the date of such dispatch or delivery.

14. **AMENDMENTS TO THE CONSTITUTION**

- 14.1 This Constitution may be amended at an Annual General Meeting of the Association. Each amendment shall be approved by 50% plus 1 of the total number of members, personally or represented by proxy.
- 14.2 The Constitution may also be amended at any other stage, provided that 75% of all members grant their written consent to the amendments.
- 14.3 Should the local authority so require, any amendment to the Constitution shall be subject to approval by the local authority.

15. **INTERPRETATION AND DISPUTES**

- 15.1 Any dispute between members or Trustees regarding the interpretation of this Constitution shall be referred for determination by a practising Advocate of the Cape Bar with at least 5 (five) years' experience. Should the parties be unable to decide on the advocate to be appointed, he/she shall be nominated by the President of the Cape Bar Council. In determining the dispute, the advocate shall act as an expert and not an arbitrator. His/her decision shall be final and binding on the parties, and may be enforced by any court, including the Magistrates' Court with jurisdiction over the Area.

- 15.2 Notwithstanding anything to the contrary contained herein, the Trustees shall have the power to institute action in any competent court for any remedy to which they are entitled by virtue of the provisions of this Constitution, including the collection of arrear levies.
- 15.3 Should a dispute arise with regard to the correct interpretation of any clause in either the English or the Afrikaans versions of this Constitution, the Afrikaans version shall enjoy preference and be deemed to be binding.

16. **OBLIGATIONS OF MEMBERS AND RESIDENTS**

- 16.1 The provisions of the Consitution and the Rules and Regulations, and the obligations of a Member with regard to the use and occupation of his erf and the use and enjoyment of the roads and private open spaces shall be binding on all members and residents, and it is the duty of the member to ensure that the provisions of the Constitution and the Rules and Regulations are observed by the residents of the erf, including the family members, visitors, guests, workers, domestic workers or contractors of the member or resident.
- 16.2 A member shall maintain his erf (excluding sectional title units) and all buildings and structures on it in a good condition. Should a member fail to maintain or repair his erf and the buildings and structures on it, and persist with such failure for a period of 30 (thirty) days after written notice by the trustees to repair or maintain it, the trustees may remedy the member's failure and recover the reasonable costs from the member, which costs may be added to the member's levy and be recovered as a levy debt.
- 16.3 A member shall maintain his garden on his erf in a good condition. Should a member fail to maintain his garden and persist with such failure for a period of 30 (thirty) days after written notice to maintain by the trustees, the trustees may remedy the member's omission en recover the reasonable costs thereof from the member, which costs may be added to the member's levy and be recovered as a levy debt.

17. **LIMITATION ON ALIENATION**

- 17.1 No member may alienate or transfer his erf without the written consent of the Association, which consent shall not be unreasonably withheld.
- 17.2 The Association may withhold the written consent, if:
- 17.2.1 any levies or other moneys due in respect of the erf is or remains unpaid,
or
- 17.2.2 any additions to buildings exist in respect of the erf or common property that had not been duly authorised under this Constitution or the Rules or Regulations, or

17.2.3 the member is in material breach of the provisions of this Constitution or the Rules and Regulations.

PLEASE NOTE THAT THE AFRIKAANS TEXT OF THIS CONSTITUTION WAS APPROVED BY THE CITY OF CAPE TOWN ON 8 JUNE 2005 IN TERMS OF SECTION 29(2)(b)(iii) OF THE LAND USE PLANNING ORDINANCE 15 OF 1985, AND IS THE AUTHORITATIVE VERSION OF THIS CONSTITUTION. CLAUSES 2.1.7 – 2.1.9; 7.6; 16 AND 17 HAVE BEEN INSERTED OR AMENDED AT A GENERAL MEETING OF THE HOME OWNERS ASSOCIATION ON 7 JULY 2011.

RULES OF THE SUMMERVALE LIFESTYLE ESTATE

Please note: These house rules must be read in conjunction with the Constitution of the Summervale Lifestyle Estate Home Owners Association and also in conjunction with the “Building Regulations”

1. **USE AND OCCUPANCY OF PREMISES AND RELATED MATTER**
- 1.1 No member shall use his/her erf, or allow it to be used, for professional or business purposes, unless this is specifically approved by the Trustees, and provided further that it complies with the requirements of the local authority.
- 1.2 A member shall at all times be responsible for the conduct of his/ her tenants or occupants, including domestic workers, and the latter shall register as such with the Trustees before gaining access to the Development.
- 1.3 An Owner or Occupier of an erf shall not store any material, or take part in any other dangerous act in a building or on the common property which will or may increase the rate of the premium payable by the Home Owners Association on any insurance policy or which would render void any insurance affected over an erf or exclusive use area.
- 1.4 All tenants of erven and other persons granted rights of occupancy by any Owner of the relevant erf are obliged to comply with these Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of right of occupancy.
- 1.5 An Owner of an erf shall for administrative purposes notify the Trustees or Estate Manager forthwith in writing of any change of ownership in, or occupation of his erf, or of any lease agreement concluded in respect of his erf, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered Owner, and of any mortgage of or other real rights granted in his erf.
 - 1.5.1 Departure or relocation from the Estate: For security purposes all members and all occupiers are to obtain a letter of clearance from the Estate Manager before the removal of any furniture, appliances, etc., may be moved through the security gates.
- 1.6 An Owner of an erf is responsible to ensure compliance to the Rules by his Lessee or the Occupier of his erf. An Owner must at his own cost furnish the Lessee or the Occupier of his erf with a copy of the Rules.

- 1.7 Within 7 (seven) days of entering into a lease agreement in respect of an erf, the Owner shall notify the Trustees of:
- 1.7.1 The full names, address and telephone number of the tenant and other occupiers of the erf;
- 1.7.2 The duration of the lease
- 1.7.3 The number of persons that will occupy the erf
- 1.8 It is recorded that the erven may only be occupied by persons aged 50 years or older.
- 1.9 An Owner shall not contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any licence, relating to or affecting the occupation of the building or the common property, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title applicable to his erf or any other erf or to his exclusive use area or any other exclusive use area.
- 1.10 Owners and Occupiers of erven are obliged to comply with the Municipal zoning scheme with regard to the use and occupancy of their erven. Residential erven shall only be used for residential purposes and no business or trade may be conducted in any residential erf.
- 1.11 No Owner or Occupier of a residential erf shall allow more than 2 (two) persons per bedroom to reside in his erf at any time. For the purpose of this rule a person who regularly sleeps in an erf shall be deemed to reside in that erf.
- 1.12 Notwithstanding sub-rules 1.6 and 1.11, with the written consent of the Trustees an additional person or persons may be allowed to reside in an erf temporarily.
- 1.13 An Owner or Occupier of an erf shall not use his erf, exclusive use area or any part of the common property, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the Summervale Lifestyle Estate.

2. USE OF COMMON FACILITIES

It is recorded that the recreational facilities shall only be available for use by:

- (a) Members of the Summervale Lifestyle Estate and their visitors, provided that such visitors shall be accompanied by a member of the Home Owners Association;

(b) Occupiers/Tenants of erven, of whom due notification has been given to the Trustees in terms of Rule 1.7 above.

All users of the recreational facilities shall comply with any further Directives pertaining usage imposed by the Trustees from time to time.

2.1 GARDEN AREA

- 2.1.1 An Owner or Occupier of an erf shall use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Owners and Occupiers of erven or other persons lawfully on the premises.
- 2.1.2 Owners or Occupiers may not damage, remove or plant any shrubs, tree or plant on the common property or communal garden areas without the prior written consent of the Trustees.

2.2 BARBEQUE (“BRAAI”) FACILITIES

- 2.2.1 It is the duty of all Owners and Occupiers to ensure that the braai equipment they use conform to all statutory and local authority requirements and laws and that their equipment present no fire hazard.
- 2.2.2 The Trustees have the right to instruct the Estate Manager to inspect the braai equipment of Owners or Occupiers. Should such braai equipment present a fire hazard or not comply with statutory or local authority requirements, in the opinion of the Estate Manager, the Trustees may request such Owner or Occupier to remove or to repair such equipment.
- 2.2.3 Braai facilities provided on the common property shall be kept in a clean, tidy state. After the use all Owners and Occupants shall clean it.

2.3 SWIMMING POOL

- 2.3.1 No person may use the pool between 9pm and 7am. Entering the pool area when it is not open for use is prohibited and may be considered a trespass.
- 2.3.2 Admission to the pool may be denied for any of the following reasons:
- * Intoxication
 - * Open cuts or sores, bandages, colds, coughs or

- infected eyes
 - * Any condition or evidence, which in the opinion of the estate manager would jeopardize the health and safety of other patrons
 - * Previous unsatisfactory behaviour
- 2.3.3 In the pool surrounds and restroom areas, running, pushing, causing undue disturbance, or any conduct that may endanger the welfare of self or other patrons or damage to the pool and pool equipment is prohibited.
- 2.3.4 Spitting, spouting water, blowing nose, urinating or defecating in the pool is prohibited.
- 2.3.5 All minors (under 18) must be accompanied by a responsible adult.
- 2.3.6 Proper swimming attire must be worn. Clothing such as cut-offs, gym shorts and underwear is not permitted as swimwear. Bathing caps must be used.
- 2.3.7 No food and drinks (other than water in an appropriate plastic container) are permitted in the pool area. Glass containers or breakable objects of any kind are not permitted in the pool area or restrooms.
- 2.3.8 All injuries occurring within the pool area or restrooms must be reported immediately.
- 2.3.9 Smoking is not permitted inside the pool area.
- 2.3.10 Animals are not allowed in the pool area, with the exception of guide dogs. Guide dogs are allowed on deck, but not in water.
- 2.3.11 Summervale assumes no liability for the loss or theft of any personal belongings. Items left in the pool area will be placed at the lost and found at Summervale reception desk.
- 2.3.12 The Estate Manager may close any portion or the entire pool complex for any safety or maintenance reason. Notice of which will be clearly displayed at the entrance.
- 2.3.13 Pool use is for residents, staff and authorized guests only. Authorised guests must be accompanied by a resident.
- 2.3.14 Children who are not toilet-trained and or less than four years old will be allowed in the pool only if they wear a swimsuit diaper or plastic pants and a swim suit. Cloth or disposable diapers are not accepted.

- 2.3.15 Employees are the only persons allowed in the chemical storage areas and at the filters. Only employees and authorised contractors shall be permitted to operate pool maintenance controls and equipment.
- 2.3.16 Gum chewing is not permitted anywhere in the pool area for health and safety reasons.
- 2.3.17 If a patron with a disability needs special accommodations to use the pool, please contact the Estate Manager.
- 2.3.18 Swimming at own risk.
- 2.3.19 Pool will be opened and closed by security.
- 2.3.20 The Estate Manager has the authority to enforce these rules and may remove any patron who violates these rules from the swimming pool area.

2.4 RESTAURANT AND CLUB HOUSE

The Trustees may issue Directives and Guidelines from time to time for purposes of fixing the price of food and beverages sold and regulating the use of these facilities for private functions after consultation with the Manager of these facilities. No alcohol or Tabaco products will be served to any person under the age of 18 years, or as government regulations may be amended from time to time.

3. REFUSE COLLECTION

A member shall:

- 3.1 place a refuse bin, of the type approved by the local authority, in a suitable and dry place on his/her erf for the receipt of refuse from his/her erf;
- 3.2 ensure that all refuse placed in the bin is tightly secured in a plastic bag so as to assist the collection of the refuse by an employee of the Association;
- 3.3 place the bin within the Area and at the time to be determined by the Trustees from time to time so as to ensure that refuse is collected efficiently;
- 3.4 not litter or allow any littering within the area; and
- 3.5 keep the refuse bins out of sight.

4. **MOTOR VEHICLES**

- 4.1 No vehicle may exceed the speed limit and motorists must keep a lookout for pedestrians.
- 4.2 No parking at places clearly indicated as a no parking zone, and no inhabitants shall be allowed to park caravans and trailers on common areas or in view of other occupants on exclusive use areas.
- 4.3 No inhabitant may service his/her motor vehicle in a place visible from any street or common area, unless it is done inside his/her own garage.
- 4.4 Owners and Occupiers of an erf shall ensure that their vehicles, and the vehicles of their visitors or guests, do not drip oil or brake fluid on the common property or in any other way deface or damage the common property. Should there, however, be marks or stains on the common property, caused by any vehicle, the Owner or Occupier responsible shall remove the stains and clean or repair such area at his/her own cost. Should the Owner or Occupier fail to clean or repair such area, and any such failure persists for a period of 7 (seven) days after issuing a written notice by the Trustees, or the Estate Manager on their behalf, the Trustees may arrange to have the area cleaned for the account of the Owner or Occupier.
- 4.5 No person may reside or sleep in a garage or in a vehicle or caravan.
- 4.6 Owners or Occupiers of erven must adhere to normal traffic rules, road traffic signs, and markings when driving or parking their vehicles on the premises and must not exceed the speed limit of 20km/h.
- 4.7 No Owner or Occupier of an erf shall park any vehicle on the common property, or permit or allow any vehicle to be parked on common property, without the written consent of the Trustees.
- 4.8 The parking of vehicles or other objects on the common property is subject to the express condition that every vehicle or object is parked at the Owner's risk. The Home Owners Association or its agents or any of its employees shall have no liability for any loss or damage of any nature whatsoever which the Owner, or any person claiming through or under him, may suffer in consequence of his vehicle or object having been parked on the common property.
- 4.9 The Trustees may have any vehicle parked in violation of sub-rules 4.8 clamped, towed or removed. The costs involved as determined by the Trustees will be for

the Owner's account. No Owner shall have a claim against the Home Owners Association following such action.

- 4.10 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property, without the written consent of the Trustees.
- 4.11 Damaged vehicles, vehicles that are not in general use or that are not roadworthy may not be parked on an exclusive use area or on any portion of the common property, without the prior written consent of the Trustees. The consent will be subject to the time period as approved by the Trustees and subject to such conditions as may be imposed by the Trustees. The exception being inside an enclosed garage, carport excluded.
- 4.12 Owners and Occupiers of an erf shall not drive their vehicles on the common property in a reckless or negligent manner or in any manner that creates a nuisance, danger or risk to humans or property. No unlicensed person may drive a vehicle on the common property.
- 4.13 Owners and Occupiers of erven shall not create a noise or nuisance through use of their vehicles on the common property in particular no excessive revving of vehicles is allowed, no loud music may be emitted from a vehicle, and the hooters of vehicles shall not be sounded on the common property or outside the security gates, other than in emergencies.
- 4.14 Owners and Occupiers of erven shall not leave any obstructions to the free flow of pedestrians or traffic on any part of the common property.
- 4.15 Vehicles parked dangerously, or abandoned can be removed at the risk and expense of the Owner.

5. **NOISE, NUISANCE OR DISTURBANCE**

- 5.1 No inhabitant shall be allowed to play any radio; television; music player; amplifier or musical instrument in such a way that it causes a nuisance or irritation to other inhabitants.
- 5.2 The use of lawnmowers; power tools or other equipment that may have a negative impact on the peace and tranquility of the neighbourhood shall be limited to 9h00 to 18h00 every day except Sundays, when no such activities shall be allowed. Refer to regulations for building designs and procedure for building operations.
- 5.3 The rules of the Summervale Lifestyle Estate regarding the observation of silence shall be strictly applied.

- 5.4 No excessive noise may be created at any time.
- 5.5 The hooters of motor vehicles may not be sounded at any time on the premises, except as a warning of imminent danger in case of an emergency. Refer to 4.15
- 5.6 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in erven or any part of the common property.
- 5.7 No firearms may be discharged in an erf or any part of the common property, except under such circumstances as would reasonably justify the use of a firearm for self-defence and related purposes.
- 5.8 No Owner or Occupier may permit anything to be done in his erf, exclusive use area or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other Occupiers, or permit or cause any disturbance, by visitors or their children to cause any disturbance which in the opinion of the Trustees would constitute a nuisance or an invasion of the right of privacy of another Occupier.
- 5.9 Owners and Occupiers of erven must supervise the children of their visitors so as to prevent them from damaging the common property, the assets or property of other Owners or Occupiers.
- 5.10 No Owner or Occupier of an erf shall cause or permit to be caused a disturbance by shouting, screaming or making any other loud or persistent noise or sound, including amplified noise or sound, or shall use any offensive, obscene, injurious or unbecoming language in an erf, or on an exclusive use area, or on any part of the common property.
- 5.11 Between the hours of 23h00 and 07h00 is regarded as quiet times. All Owners, Occupants and guests shall strictly abide by this rule.

6. PROHIBITED ACTIVITIES

- 6.1 No skateboards, roller skates, roller blades or similar items may be used.
- 6.2 No stones or solid objects may be thrown or propelled on the common property.
- 6.3 Owners or Occupiers may not damage the security fence or gates or any other fixtures or fittings.
- 6.4 No trade may be conducted or auction or jumble sales may be held in a section or on the common property without the prior written consent of the Trustees.

- 6.5 Ball games are prohibited on the common property.
- 6.6 Owners or Occupiers may not use the fire hoses or hydrants to wash their vehicles, as such fire hoses or hydrants are to be used exclusively for extinguishing fires or a fire practice drill authorized by the Trustees in writing.

7. **APPEARANCE**

- 7.1 Members or their tenants shall not be allowed to effect any external changes, amendments or demolition work to their erven or buildings, including boundary walls and fences, nor shall they change the colour of any structure without the prior written consent of the Trustees. Refer to regulations for building design and the procedure for building operations.
- 7.2 no washing may be hung in such a way that it is visible from the street or common areas.
- 7.3 Written approval must be obtained from the Board of Trustees before any installation of boards, advertisements, fences, antennas, aircons etc. is done.
- 7.4 No Owner or Occupier of an erf shall place any sign, notice, flag, billboard, or advertisement of any kind whatsoever in an erf, or on an exclusive use area or on any part of the common property without the written consent of the Trustees first having been obtained. The Trustees may impose any reasonable conditions when granting their consent.
- 7.5 The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained, or in the event of noncompliance with their imposed conditions. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the Owner or Occupier, and such Owner and/or Occupier shall have no claim against the Home Owners Association or the Trustees as a result of their functions performed in terms of this Rule.

8. **SALE OF PROPERTY**

- 8.1 Each member shall provide his/her purchaser with a copy of the Constitution and Rules of the Association at the time when the sale agreement is concluded. The

Trustees shall be entitled to accept that all new members are in possession of a copy and that they fully understand it.

- 8.2 Should a member wish to sell his/her property, an approved estate agent shall only be allowed to display “For Sale” signs in such a place and manner as may be determined by the Trustees.

9. SAFETY & SECURITY

- 9.1 Security is all inhabitants responsibility; please always be vigilant.
- 9.2 Every inhabitant has to ensure that his/her visitors, contractors or workers obey the Rules of Summervale at all times.
- 9.3 Remotes of the entrance gates may not be handed to unauthorised persons.
- 9.4 Do not tamper with the electrified fence.
- 9.5 Please rapport any problems to security (#1117) and / or a Trustees.
- 9.6 Owners and Occupiers of erven must at all times ensure that the security and safety of all Owners, Occupiers and their property are preserved, and in particular must:
- 9.6.1 use their access controls when entering the electronic security gates;
- 9.6.2 handle their access controls responsibly and not place it in care of third parties, except with the prior written consent of the Trustees;
- 9.6.3 ensure that upon entering of leaving, all security doors and gates are properly closed;
- 9.6.4 ensure that such doors and gates are never opened for unknown or uninvited persons;
- 9.6.5 comply with any security measures and Directives imposed by the Trustees.
- 9.7 All persons on the common property or using any of its facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Bodies Corporate or Home Owners Association of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Bodies Corporate or Home Owners Association shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about

the common property, its amenities or in the individual erven or sections nor for any act done or for any neglect on the part of the Bodies Corporate's or Home Owners Association employees, agents or contractors.

- 9.8 The Body Corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 9.9 report the presence of any suspicious person on the premises to the Trustees, Security staff or the Estate Manager;
- 9.10 retrieve their access control devices and keys from the Lessees or Occupiers of their sections when they move out;
- 9.11 without any delay report instances of lost or stolen access control devices to the Trustees or the Estate Manager.
- 9.12 No vendors, salesmen or hawkers are permitted in the buildings or on the premises.
- 9.13 If a resident is expecting visitors and has no contact number or will not be at home when the visitor arrives, the resident must make arrangements with security beforehand, giving particulars of visitors and car registration number – failing to do this will result in no entrance.

10. EMPLOYEES

- 10.1 Owners or Occupiers of an erf may not request Home Owners Association Employees to perform tasks during their working hours.
- 10.2 Owners and Occupiers of an erf may not interfere with Home Owners Association employees in the performance of their duties as allocated by the Trustees or by the Estate Manager on behalf of the Trustees.
- 10.3 Owners and Occupiers of an erf shall be responsible for the conduct of their own employees and contractors, including their visitors or guests, and shall ensure their compliance with these Rules.
- 10.4 Owners and Occupiers of an erf shall in the interest of security obtain and check the references of domestic workers before appointing them.

11. GARDENS

- 11.1 Inhabitants are responsible to maintain their gardens; with exception to the mowing of the grass.
- 11.2 Always obey municipal water and any other restrictions.

12. PETS

(These rules do not apply to the Body Corporate owners/inhabitants.)

- 12.1 Any inhabitant has to obtain written consent from the Board of Trustees to keep any pet whether an insect, reptile, dog, cat or bird. An application form is available from the administration office or Estate Manager and should be completed and submitted for approval.
- 12.2 Permission will not be withheld without reason and the Trustees have the authority to make reasonable conditions.
- 12.3 Should these conditions not be met, the Trustees may:
 - 12.3.1 Withdraw permission where after the animal has to be removed immediately. Should the owner / inhabitant not adhere thereto, the Trustees may debit a fine to the owner's levy account, payable immediately
- 12.4 The following conditions have to be obeyed in terms of sub clause 12.2 and may the Trustees, in their discretion, revise them from time to time:
 - 12.4.1 An owner / inhabitant should ensure that their pet is at no time a nuisance to any other inhabitant / visitor.
 - 12.4.2 It is the responsibility of the pet owner to clean any excretion on the common property, roads and/or any area inclusive of the exclusive use erf within the Estate immediately.
 - 12.4.3 An owner / inhabitant has to ensure that their dog is on a leash when on common property.
 - 12.4.4 The owner / inhabitant will be responsible for any damage caused by his/her pet.
 - 12.4.5 No visitors / guests may bring their pets into the Estate and if any owner / inhabitant is aware of a visitor / guest wanting to bring a pet into the Estate, he/she has to inform the Trustees before hand.

- 12.5 All dogs and cats have to be spayed / neutered. No exceptions will be allowed. Uncontrollable animals will not be allowed to be kept on the Estate.
- 12.6 It is compulsory that all dogs and cats wear a collar with their owner's details. Cats have to wear a bell.
- 12.7 No Owner or Occupier may keep more than 2 (two) animals on an individual property.

13. GENERAL

- 13.1 These Rules, are applicable to and binding upon the Trustees, the Estate Manager, Employees, and all Owners, Lessees, and other Occupiers of erven and their guests.
- 13.2 All complaints must be in writing and submitted to the Trustees or Estate Manager. The Trustees or Estate Manager will not respond to anonymous communication.
- 13.3 The Trustees may issue Directives from time to time in connection with any Rule, provided that the Directives shall not be in conflict with any Rule or Guidelines.

14. INTERPRETATION

- 14.1 In the interpretation of these rules, unless the context otherwise indicates:
 - 14.1.1 'building' means any building in the scheme;
 - 14.1.2 'contractor' means any artisan, builder, electrician, plumber or other person who performs work, or who has been requested to perform work in respect of an erf, exclusive use area and/or the common property in terms of these rules;
 - 14.1.3 'local authority' means the City of Cape Town or its successors in title;
 - 14.1.4 'nuisance' means any act, omission or condition, which in the opinion of the Trustees is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of owners or occupiers of erven, or which adversely affects the safety of owners or occupiers of erven, having regard to the reasonableness of the activities in question in the erf or on the exclusive use area concerned or on the common property, and the impact which result from these activities, and the noise related to these activities;

- 14.1.5 'Occupier' means the lessee or other occupant of the erf and shall include the employee or worker employed at or working in the non-residential unit;
- 14.1.6 'premises' means the land and buildings comprising the scheme;
- 14.1.7 'residential unit' means an erf used for residential purposes;
- 14.1.8 the annexures to these rules shall be deemed to be incorporated in, and form part of, these rules;
- 14.1.9 the headings to the respective rules are provided for convenience of reference only and are not be taken into account in the interpretation of the rules;
- 14.1.10 words and expressions to which a meaning has been assigned in the Act and the management rules shall bear the meaning so assigned to them;
- 14.1.11 words importing:
- 14.1.11.1 the singular number only shall include the plural, and the converse shall also apply;
- 14.1.11.2 the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders;
- 14.1.12 a reference to 'common property' shall include the exclusive use areas, which form part of the common property;
- 14.1.13 when any number of days is prescribed in these rules, the same shall be exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 14.1.14 where figures are referred to in words and in numerals in these rules, if there is any conflict between the two, the words shall prevail.

15. WRITTEN CONSENT OF THE TRUSTEES

Whenever the written consent of the Trustees is required in terms of these Rules, application for such consent must be made in writing and the applicant shall furnish the Trustees with all the details and documents as required by them. The written consent of the Trustees in terms of these rules or the withdrawal thereof shall be in such format as

decided from time to time by them. The Trustees may attach reasonable conditions to their consent and they may summarily withdraw their consent, if any condition imposed is not complied with.

16. NOTICES

16.1 Any notice to an Owner or Occupier of an erf in terms of these rules, will be regarded as having been properly given if such notice is:

16.1.1 delivered to the Owner or Occupier by hand;

16.1.2 forwarded to the Owner of the erf to his domicilium citandi et executandi and to the Occupier to the address of his erf by registered mail, in which event it shall be regarded as having been received on the 4th day after the date of postage;

16.1.3 forwarded to the Owner or Occupier by fax or e-mail to the fax number or e-mail address of the Owner or Occupier, in which event it shall be regarded as having been received on the date of transmission.

16.2 In all instances where a notice is sent to the Occupier of an erf in terms of these rules, a copy of the notice shall also be sent to the Owner of the relevant erf.

17. RELAXATION OF RULES

No indulgence or relaxation in respect of these rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.