



AURORA SANDS CONSTITUTION



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CONSTITUTION

AURORA SANDS HOME OWNERS ASSOCIATIO

1. **NAME**

The name of the Association is **AURORA SANDS HOME OWNERS ASSOCIATION.**

2. **DEFINITIONS**

In this constitution unless the context indicated the contrary:

2.1 **"The development"** shall mean the residential erven as indicated at Erf 153576 Cape Town, in the City of Cape Town, Cape Division in the Province of the Western Cape measuring 1.0232 hectares.

2.2 **"The association"** shall mean **AURORA SANDS HOME OWNERS ASSOCIATION.**

2.3 **"The common area"** shall mean all facilities to be established thereon for the benefit use and enjoyment of all purchasers of properties in the development.

2.4 **"The rules"** shall mean such rules as the association, represented by its Committee may make from time to time for the proper management control and maintenance of the common area and other relevant matters.

2.5 **"Person"** shall include a representative of a company, trust, partnership or other association of persons entitled by Law to hold title to immovable property.

2.6 **"Member"** shall mean a member as defined in clause 4 hereof.

2.7 **"Property"** shall mean a vacant erf or an erf improved by the erection of a dwelling thereon in the development including the common area.

3. **OBJECTS**

The objects of the association, inter alia, are to:

- 3.1 Take title to, manage, control and administer the common area and all facilities established thereon for the mutual benefit, use and enjoyment of all members of the association, in such a manner as to ensure that members derive the maximum collective benefit therefrom.
- 3.2 Maintain and repair from time to time the common area and all facilities established thereon for the mutual benefit, use and enjoyment of all members of the association, in such a manner as to ensure that members derive the maximum collective benefit therefrom.
- 3.3 Promote and encourage members to at all times maintain the external appearance of the properties in a clean and tidy condition and to maintain acceptable standards in this regard so as to ensure that the appearance of the property is both aesthetically pleasing and desirable when viewed from the outside and further to take steps to enforce the maintenance of such standards where being necessary, in the opinion in the development.
- 3.4 Promote the preservation of privacy of members to the maximum, but at the same time promote and encourage a strong sense of harmonious communal life in the development.

4. **MEMBERS**

- 4.1 Membership of the association by all Owners of property in the development shall be obligatory and shall be established by registered ownership of the properties in the development at the Deeds Registry in Cape Town of one or more of such properties. This requirement shall be reflected in the power of attorney to pass transfer of any erf (excluding the private open space) in the development and in a title deed of such erf.
- 4.2 Upon registration of ownership of a property in the name of a Purchaser, membership of the association by such Purchaser shall be automatic and members shall be obliged to comply fully with the provisions of the constitution and any rules made or adopted in terms hereof. Conversely, upon the registration of transfer in the instances of the common area, as the sale by the member of the property, membership shall cease.
- 4.3 No persons shall be entitled to cease to be a member of the association while remaining the registered owner of a property in the development.

- 4.4 Each member shall be entitled to 1(one) vote for each property in the development.
- 4.5 Ownership of a property in undivided shares shall constitute only one membership which membership shall be represented by one individual.
- 4.6 Membership shall be transferred by the registration of a Deed of Transfer in the Deeds Registry in Cape Town, passing transfer on one or more property in a development from the previous member to the new member.

5. **TRANSFER**

By virtue of the provisions of Section 29(2) of the Land Use Planning Ordinance no. 15 of 1985, a person to whom a property which forms part of the development is transferred, shall be a member of the Aurora Sands Home Owners' Association and may not sell or alienate the property without the prior written consent being obtained from the Aurora Sands Home Owners' Association in terms of this constitution.

6. **LEVIES**

6.1 The association may from time to time impose levies upon the members for the purpose of meeting all the expenses which the association has incurred, or to which the association reasonably anticipates the association to be incurred or has incurred for the maintenance, repair, improvement and keeping in order and condition of the common area, and/or for payment of all rates and other charges payable by the association in respect of the common area, and/or for the services rendered to it, and/or for payment of all expenses necessary or reasonably incurred in connection with the management of the association, the common area and the association's affairs. In calculating levies the association shall take into account income, if any, earned by the association.

7. **MANAGEMENT**

7.1 The affairs of the association shall be managed and controlled by a Committee consisting of no more than 5 (five) persons and not less than 3 (three) registered owners of property in the development elected by majority of votes and to remain in office for one year.

7.2 As soon as the minimum of 5 (five) properties have been sold and registered in the names of the 5 (five) Purchasers thereof, a General Meeting of the members shall be called for the purposes of electing a Committee as herein envisaged.

7.3 The members of the Committee shall, after proposal and seconding, be selected by Ballot or show of hands (if the meeting so determines) of those persons who attend the General Meeting of the

association, and successive Committees shall be elected likewise at each successive annual General Meeting of the association, provided that no member shall be eligible for election unless he has been duly proposed and seconded in writing by members and such written proposal endorsed by the Candidate has been handed to the Secretary not later than the day preceding a meeting and provided that all members standing for election must be in good dealings with the association and that his levy and associated costs are not in arrears or dispute.

- 7.4 The Committee shall consist of:
A Chairman and a Treasurer/Secretary, and the two of them form a Quorum.
- 7.5 Committee members shall cease to hold office at every annual general meeting but shall be eligible for re-election.
- 7.6 Casual vacancies on the Committee may be filled by the remaining members of the Committee subject to confirmation at the next Annual General Meeting.
- 7.7 A Committee member's appointment shall immediately cease upon selling and subsequent registration of transfer of a property owned by him or by his principal in the event of such person holding office as a representative of a company, trust, partnership or other association.
- 7.8 Committee members may receive remuneration.
- 7.9 No Committee members shall be liable to the association or to any other member and person thereof for any action or omission by himself, the association, servants and agents.
- All members of the Committee are indemnified against any loss or damage suffered by them in consequence of any reported liability provided such member has upon the basis of information known to him, acted in good faith and without gross negligence and/or without dishonesty.
- 7.10 Committee meetings shall be held whenever decided by the Committee or when directed to do so in writing by 3 (three) members. Notwithstanding anything to the contrary, a Committee meeting shall take place at least once every twelve months.
- 7.11 Proper books of account of the administration and finance of the association shall be kept and financial accounts shall be drawn and audited annually.

8. **MEETINGS**

- 8.1 The Annual General Meeting shall be held on a date determined by the Committee after the completed audited financials and 10 days written notice thereof accompanied by the Agenda shall be given to all members.
- 8.2 Special General Meetings may be called by the Committee whenever they consider it desirable and shall be convened on a minimum of 7 (seven) days written notice to all the members of the association specifying therein the business to be dealt with.
- 8.3 At all meetings the chair shall be taken by the Chairman or in his absence, by the Secretary/Treasurer or any Committee member.
- 8.4 At general meetings a quorum will consist of not less than 7 (seven) members and the Chairman shall have a casting vote only in the event of a voting deadlock.
- 8.5 At all meetings votes on any manner shall be done by show of hands of those present, the majority vote to count unless the meeting decides otherwise.

9. **POWERS**

- 9.1 The Management and administration of the association shall vest in the Committee which may exercise all such powers of the association; and
- 9.2 Without in any way limiting the generality of the foregoing, such powers shall include but not be limited to, the following:
 - 9.2.1 The performance of such Acts as are necessary to accomplish the objects expressed or implied herein
 - 9.2.2 The investment and re-investment of monies of the association not immediately required, in such manner as may from time to time be determined
 - 9.2.3 The operation of a banking account with all powers required for such operations
 - 9.2.4 The making of, entering into and carrying out of contract or agreements for any of the purposes of the association
 - 9.2.5 The employment and payment of Agents, Servants and any other parties
 - 9.2.6 The making, amendment and repeal of rules shall be binding upon members as if they form part of this constitution (provided these have been passed at a general Meeting of members called for that purpose) and the formation of sub- committees and the delegation of such powers to such sub-committees may be deemed necessary;

9.2.7 To sue and to defend actions in the name of the association and to appoint legal representatives for this purpose;

9.2.8 The imposition of a levy payable by members as provided in Clause 5 hereof and subject to the said clause, the determination from time to time and as frequently as they may, in their sole and absolute discretion, consider necessary or expedient, of the amount of the special levy (if any) to be paid to the association by its members.

10. **STATUS OF THE ASSOCIATION**

The association shall be an association:

10.1 With legal personality, capable of suing and being sued in its own name; and

10.2 None of whose members in their personal capacity shall have any right, title or in the funds or assets of the association, which shall vest in and be controlled by the Committee in terms hereof: and

10.3 Not for profit but for benefit of the owners and occupants of properties in the development.

11. **RULES AND REGULATIONS**

11.1 All owners are members of the Aurora Sands Home owners association and must comply with and obey all the rules and regulations as prescribed in the HOA supporting documents.

11.2 All owners must ensure that their guests, tenants and visitors are aware of the rules and regulations.

11.3 All residents of Aurora Sands are bound to the rules and regulations.

11.4 Rules and regulation may change and/or be amended at the AGM or any SGM. An agenda stating the rules and regulations to be changed must be sent to all owners prior to any changes.

12. **FINES AND PENALTIES**

12.1 All owners are members of the Aurora Sands Home owners association and must comply with the fines and penalties as prescribed in the HOA supporting documents.

12.2 All owners must ensure that their guests and tenants are aware of fines and penalties.

12.3 All residents of Aurora Sands are bound to the fines and penalties. The fines and penalties document may change and/or be amended at the AGM or any SGM. An agenda stating the fines and penalties to be changed must be sent to all owners.

13. **AMENDING THE CONSTITUTION**

- 13.1 This Constitution may be altered and /or amended with the written consent and approval of the Aurora Sands Home Owners Association as well as the City of Cape Town, South Peninsula Administration
- 13.2 Subject to the conditions of the above clause, any variations, substitutions, revocations or additions to this constitution shall be effected by a minimum of 75% (seventy five per cent) of the total number of votes of Members of the Association present at a SGM (special general meeting) specifically called for that purpose and the notice of the general meeting, apart from complying with the requirements for the calling of a meeting, shall set out the specific terms and conditions of the proposed variations, substitutions, revocations and additions prior to the meeting.
- 13.3 The City of Cape Town, South Peninsula Administration will be advised of all the amendments and changes.

Amended 2019