



**SANDTON PARK
HOMEOWNERS' ASSOCIATION
CONSTITUTION**

V1.0 | Adopted April 16, 2023

SANDTON PARK HOMEOWNERS' ASSOCIATION CONSTITUTION

PREAMBLE

WHEREAS the Owners of Residential and Commercial properties in Sandton Park under Zvimba Rural District Council have agreed to form an Association known as **SANDTON PARK HOME OWNERS' ASSOCIATION** "*hereinafter referred to as the Association*"

WHEREAS the Owners have found it necessary to have a Constitution that governs the acts and conducts of the Association

NOW THEREFORE the Owners agree to adopt this Constitution as **SANDTON PARK HOME OWNERS ASSOCIATION** with the following terms and conditions set out below:

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1. DEFINITIONS AND INTERPRETATION

- 1.1. In this document, the following words shall, unless the context otherwise indicates, have the meaning hereinafter assigned to them.
 - 1.1.1. "Members" means owners of residential and commercial properties in Sandton Park under Zvimba Rural District Council who are registered as Members in the Association
 - 1.1.2. "alienate" means alienate any property or part thereof and includes by way of sale, exchange, donation, deed, interstate succession, will, cession, assignment, court order or insolvency, irrespective of whether such alienation is subject to a suspensive or resolute condition, and alienation shall have a corresponding meaning.
 - 1.1.3. "Association" means Sandton Park Home Owners Association;
 - 1.1.4. "Auditor" means the auditor of the Association duly appointed in terms of Clause 19 (2) of this constitution;
 - 1.1.5. "The Suburb" means Sandton Park under Zvimba Rural District Council
 - 1.1.6. "Chairman" means the chairman of the Association as appointed in terms of this Constitution;
 - 1.1.7. "Constitution" means this constitution formally adopted by the Members as amended from time to time;
 - 1.1.8. "Common Property" means a part of the Suburb which is not subject to an exclusive right of use by a Member;
 - 1.1.9. "facilities" means all and any facilities or amenities of whatsoever nature which may be provided for the Suburb;
 - 1.1.10. "financial year" means the financial year of the Association;
 - 1.1.11. "levy" means the levy referred to in clause ~~~~~
 - 1.1.12. "Local Authority" means the local authority having jurisdiction over the land;
 - 1.1.13. "Managing agent" means any person or body appointed by the association as an independent contractor to undertake any of the functions of the Association;

1.1.14. "Member" means a Member of the Association

1.1.15. "original agreement of sale" means the agreement entered into between the Developer and the purchaser of a property.;

1.1.16. "owner" means the registered owner of a property or the purchaser of a property under an original agreement of sale or the registered owner of a unit

1.1.17. "services" means such services as may be provided by or on behalf of the Association for the owners, residents and occupiers of land;

1.1.18. "property" means either any one of the residential or commercial property's forming part of the Suburb;

1.1.19. "voting/election/meeting" shall be permissible to be conducted either physically or virtually or both

1.2. Unless the context otherwise indicates, any words importing the singular shall also include the plural and vice versa, words importing any one gender shall include the other and any reference to a person shall include any company incorporated or registered as such under any law, any body of persons corporate or unincorporated and any trust whether testamentary or inter vivos.

1.3. The heading to the respective sections are for reference purposes only and shall not be taken into account in the interpretation of this Constitution.

1.4. Where consent or approval is required for any act by a Member, such consent or approval shall be in writing and duly signed, shall not be unreasonably withheld, and shall be given prior to the Member taking action

1.5. If a Member consists of more than one person, they shall be jointly and severally liable for all their obligation in terms of this constitution.

2. NAME AND OBJECTS

2.1. The name of the Association shall be Sandton Park Home Owners' Association.

2.2. The objects of the Association shall be to promote the interests of its Members and to regulate the rights and obligations of Members in relation to the preservation, administration, and general upkeep of the Suburb in accordance with and subject to

the terms and conditions of the constitution and any rules, regulations and by laws made in terms hereof, more specifically to:

- 2.1.1 Development of standard road network, effective drainage system, water reticulation system, energy and lighting system, refuse collection and common security
- 2.1.2 Promote and enforce property yards, not the least of which should be the congenial atmosphere in the Suburb in such a way that Members may derive the maximum collective benefit therefrom;
- 2.1.3 Promote and enforce acceptable aesthetic, environmental (which shall include landscaping) and architectural styles and design criteria for the Suburb in order to achieve harmonious development thereof;
- 2.1.4 Ensure proper security, residential and hygiene property yards within the Suburb, and the Association shall have the powers to do such acts as are necessary to accomplish these objects.

3. LEGAL STATUS AND POWERS

- 3.1. The Association shall be a universitas (corporate body) with perpetual succession having an existence separate from its Members. It shall be empowered with full legal capacity to do all such acts and to exercise all such powers as may be necessary or expedient for the proper and efficient management, administration and control of the Suburb and in particular, but without derogating from the generality of the foregoing, it shall have the following powers;
 - 3.1.1 To acquire, hold, alienate and dispose of movable and immovable property.
 - 3.1.2 To institute and defend legal actions.
 - 3.1.3 To enter into contracts.
 - 3.1.4 To control finances and to open and operate current, savings, fixed deposits and other accounts with any bank, building society, post office or other financial institution in the name of the Association.

- 3.1.5 To arrange overdraft facilities and raise loans from time to time, provided that the total borrowings at any time do not exceed the aggregate of 3 months levies due to the Association.
- 3.1.6 To raise funds by means of mortgage bonds on the Association property, provided that approval for each transaction is given by Members in General Meeting.
- 3.1.7 To appoint, retire or dismiss persons or servants, agents or independent contractors as may from time to time become desirable.
- 3.1.8 To make rules, regulations and by-laws relating to the general use and enjoyment of the Suburb, including the common property and facilities. In the case of Members who fail to comply with such rules, regulations and by-laws, to take such disciplinary measures against such Members and recover any damages and to institute such legal proceedings as it may deem fit.
- 3.1.9 To impose levies on Members for the purposes and in the manner hereafter provided.
- 3.1.10 To appoint and / or employ any person, firm, company or body, including a committee of Members to be the agents) of the Association for such purposes as it may think fit and to confer on its agents) such powers and discretion subject to such restriction as the Association may deem fit.
- 3.1.11 To act as a selling and leasing agent for Members and to levy and receive commissions from sales and leases properties owned by the Association.
- 3.1.12 To interpret this Constitution.
- 3.1.13 To do all such things as it may consider necessary for or incidental or favourable to the attainment of the Association's objects.

4. MEMBERSHIP

- 4.1. Membership of the Association is obligatory for and limited to owners of Residential and Commercial Properties in the Suburb.
- 4.2. Where a property is owned by more than one person, all the owners therefore shall together be deemed to be one Member of the Association.

- 4.3. Where a corporate body is a Member it shall be entitled to nominate a natural person to act on its behalf and such persons shall be deemed to be a Member for the purpose of being elected as an Executive Member and for the purpose of attending meetings. The person so nominated may be altered from time to time.
- 4.4. The Association shall keep and maintain an up -to - date register of all Members, which shall be open to inspection at all times by Members.
- 4.5. Membership to the Association shall be upon application to the Executive Committee for admission and the Executive Committee shall determine whether the application is successful or not.
- 4.6. The Executive Committee through the Secretary or Vice Chairperson may admit any person in the Association provided that the Applicant is a bona fide owner of a residential or commercial in the Suburb
- 4.7. The forms of the Application and Acceptance shall be as follows with appropriate modifications

MEMBERSHIP APPLICATION FORM

I,.....IdentityNumber.....
.....the Owner of a Residential/Commercial Property(delete inapplicable) called
Stand Number_____in Sandton Park, Zvimba District do hereby confirm that I have read
and understood the Sandton Park Owners Association Constitution and accordingly apply
to be admitted as a member of the Association.

My contact details are as follows:

Full Name.....

Whatsapp Number.....

Calls Number.....

Email Address.....

Physical Address.....

DATED AT _____ THIS THE _____ OF _____ 2023

Signature of Deponent

ACCEPTANCE FORM

I,.....the Secretary General or Chairman of Sandton Park Owners Association do hereby confirm that on theday of March 2023, the Association received membership application fromof Stand Number Sandton Park, Zvimba District. This serves as notification that the application was duly accepted and the Applicant is hereby conferred as a member of Sandton Park Owners Association.

DATED AT _____ THIS THE _____ OF _____ 2023

Signature of Chairman/Secretary

5. TERMINATION OF MEMBERSHIP

When a Member ceases to be an owner he shall automatically cease to be a Member of the Association.

6. ALIENATION

6.1. A Member may not alienate a property unless:

6.1.1. the proposed transferee has irrevocably bound himself to become a Member of the Association and to observe this constitution for the duration of his ownership of the property.

6.1.2. the Association has given its written consent thereto and has issued a clearance that all amounts owing to the Association by such Member have been paid and that the Member is not in breach of any of the provisions of this constitution and

6.2. The provisions of clause 6.1 shall apply to any alienation of an undivided share in a Property

6.3. No Member shall let or otherwise part with the occupation of his property whether temporally or otherwise unless the proposed occupier has agreed to be bound by this constitution. The Member shall nevertheless always remain bound by this constitution and be required to ensure compliance therewith by an occupier.

6.4. A Member may not subdivide a property without written consent of the Association.

7. LEVIES

7.1. The Executive Committee with approval of votes from the majority of attendees(Members) at an Annual General Meeting or Extraordinary General Meeting, shall impose a monthly levy upon the Members for the purpose of meeting all developmental, maintenance, and necessary expenses in relation to the facilities and services in the Suburb.

- 7.2. 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 ceasing to be a Member of the Association, without prejudice to the Association's rights to recover from him or his estate arrear levies and interest or other sums due to the Association at the time of his ceasing to be a Member.
- 7.3. If a Member opts to withdraw Membership from the Association, such Member shall be liable to pay the Association an Exit Fee of an amount equivalent to 5(five) years levy subscriptions.
- 7.4. No levies paid by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member. A Member's successor-in-title to a property shall be liable, as from the date upon which he becomes a Member pursuant to the transfer of that property into his name, to pay the levy attribution to that property.
- 7.5. No Member shall be entitled to transfer his property until the Association has certified that the Member has at the date of transfer paid all amounts owing by him to the Association:
- 7.6. No Member shall be entitled to any of the privileges of Membership unless and until he shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of his Membership thereof.

8. COSTS

A Member shall be liable for and pay all legal costs, including costs as between legal practitioner and client, collection commission, expenses and charges incurred by the Association in recovering any arrear levy or other amount due and owing to the Association. This includes enforcing compliance with any rules issued by the Association from time to time.

9. MEMBERS RIGHTS & OBLIGATIONS

- 9.1. The owner of a property shall occupy his property upon and subject to the following rights, duties and obligations:
- 9.2. The owner shall use the property for residential or commercial purposes and related and ancillary purposes only in accordance with the terms and conditions of the relevant Title Deeds, this Constitution and all rules, regulations and by-laws in terms

thereof and subject to the conditions, limitations or stipulations imposed by the local or other competent authority.

- 9.3. The owner shall not do, permit, allow or suffer to be done in or upon the property or any part thereof or in or upon the land or the buildings or the common property, any act or thing which shall or may damage or become a nuisance, annoyance or inconvenience to the owner or occupier of any other property or building or neighbouring premises
- 9.4. The owner shall be entitled to let his residence or allow any persons to occupy his residence subject to compliance by any occupier with the terms and conditions of this Constitution applicable to the owner.
- 9.5. The owner or his tenant shall faithfully observe and comply with all rules, regulations and by-laws which may from time to time be or become binding on him in terms of the Constitution.
- 9.6. The owner shall pay and discharge promptly all levies raised or imposed from time to time by the Executive Committee.
- 9.7. No Member ceasing to be a Member of the Association for any reason shall (nor shall such Member's executors, Executive Committee or liquidators) have any claim upon or interest in or right to the funds or any other property of the Association.
- 9.8. Any person using any of the services, land or facilities of the Association shall do entirely at his own risk.

10. ENFORCEMENT OF OBLIGATIONS

For the enforcement of any of the rules made by the Executive Committee in terms of this clause, or of any of the provision of this constitution generally, the Executive Committee may;

- 10.1. give notice to the Member concerned requiring him to remedy such breach within such period as the Executive Committee may determine; and/or
- 10.2. take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule or provision of which the Member may be guilty, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be a debt owing by the Member concerned to the Association, and/or

- 10.3. institute legal proceedings for the recovery of monies owing to the Association or seek an interdict for urgent relief in a court of competent jurisdiction and in all other matters, should any dispute arise with a Member, shall refer the matter to arbitration in terms of clause --- hereof. Any arbitration award shall be enforcement by Court proceedings.
- 10.4. Should the Executive Committee institute any legal proceedings against any Member or resident on the land for enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as between legal practitioner and client, including tracing fees and collection commission.
- 10.5. In the event of any breach of the rules by a Member's family, employees, guests, invitee, or lessees, or the families, employees, guests, or invitees of a lessee such breach shall be deemed to have been committed by the Member himself, but without prejudice to the a forgoing, the Executive Committee may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.

11. THE EXECUTIVE COMMITTEE

- 11.1 The Executive Committee shall comprise of the Chairperson, Vice Chairperson, Secretary, Treasurer, and Five Committee Members.
- 11.2 Three Committee members mentioned in Clause 11.1 shall be appointed by the elected Executive Committee members and they shall be representatives of Phase 1, 2 and 3 Sandton
- 11.3 The tenure of office of the Executive Committee shall be three years although the office holders shall have the right to contest to retain their office or for any other office for another one term only.
- 11.4 Subject to Clause 11.2, the Executive Committee members shall be elected at the Annual General Meeting (AGM) after the lapse of their tenure by the majority of the Members in attendance
- 11.5 It shall be a requirement that an Executive Committee Member be an owner, of immovable property in the Suburb.
- 11.6 Subject to Clause 11.2 , the Executive Committee shall be elected at the Annual General Meeting (AGM) the first such meeting being held at the date this

Constitution is adopted by the Members

- 11.7 If any Member is of the opinion that the Executive Committee is no longer furthering the interests of the Association or competent to continue holding office, he can write to the Secretary or Chairman calling for an Extraordinary General Meeting to be attended by all Members and to be convened after the 14th day but within 21 days, for the removal of the concerned Executive Committee Member. At the Extraordinary General Meeting, the Member shall move the motion for the removal of the executive member and the resolution shall only be adopted if 75% of the total number of Members vote for the removal.

12. DUTIES AND RESPONSIBILITIES OF THE EXECUTIVE COMMITTEE:

13. THE CHAIRPERSON SHALL BE RESPONSIBLE TO:

- 13.1. Preside over any issue or program to be determined by the Executive Committee.
- 13.2. Promote and protect the objectives and image of the Association locally, regionally and internationally.
- 13.3. Act as a liaison between the Association and other external stakeholders.
- 13.4. Develop and maintain relationships with other organisations, government structures, companies and relevant persons.
- 13.5. Approve all requisitions and procurement processes.
- 13.6. Be responsible for enhancing the internal organizational processes and infrastructure that will allow the Association to grow and fulfil its mission.
- 13.7. Shall receive periodic report from other Executive Committee Members.
- 13.8. Supervise all work of the Executive Committee in conforming to the constitution and other statutory requirements.
- 13.9. Responsible for the supervision of the day to day operations of the Association.
- 13.10. Has a right to call a meeting and set an agenda at any time.
- 13.11. Shall be signatory in all issues of the Association together with the Secretary.

13.12. Submit quarterly reports to the Members.

14. DEPUTY CHAIRPERSON SHALL BE RESPONSIBLE:

14.1. Exercise the powers and duties of the President in the absence of the Chairperson.

15. SECRETARY SHALL BE RESPONSIBLE:

15.1 Assume the role of the chairperson in the absence of both the chairperson and the deputy chairperson.

15.2 Is the official spokesperson of the Association.

15.3 Be Chief Administrative Officer of the Association and keep an updated record of Membership of the Association.

15.4 Circulate notices and agendas of meetings to all Members

15.5 Be responsible with the general administration of the Association and maintenance of the Association's records and meeting minutes.

15.6 Responsible for the preparation of the periodical report on the overall work of the Association Committee.

15.7 Be responsible for making reservations for upcoming meetings in consultation with the chairperson.

15.8 Can call a meeting and set an agenda in circumstances wherein it is clear the Chairperson is conflicted.

15.9 Conduct the day to day administrative duties of the Association.

15.10 Submit quarterly reports to the Association Committee

15.11 In the absence or upon the directive of the Secretary, the Vice Chairperson shall be responsible for all the functions of the Secretary

16. TREASURER SHALL BE RESPONSIBLE FOR:

16.1. Conduct all accounting and financial affairs of the Association.

16.2. Keep all financial records of the Association.

- 16.3. Submit quarterly reports to the Executive Committee and publicize to the Members along with the Secretary's minutes.

17. POWERS OF THE EXECUTIVE COMMITTEE

17.1 The Executive Committee shall convene at any time upon a call for a meeting with a defined agenda by the Chairperson or Secretary.

17.2 The Executive Committee shall without any consultation make and carry out any decision or action that is necessary to achieve the Objectives of this Constitution as mentioned in Clause 2 inter alia:

- (a) Purchase, lease, hire or otherwise deal in any movable or immovable property and make payments thereof out of the funds.
- (b) Accept any donations meant for the benefit of the Association.
- (c) Institute or defend any litigation proceedings
- (d) Enter into any contracts.
- (e) Supervise all Trust accounts at the bank, building society or commercial bank to operate the Trust.
- (f) Delegate all or any of its powers to a qualified legal practitioner to service the Association.
- (g) Purchase, take on lease or in exchanges, hire or otherwise acquire rights in or over any real and personal property, in particular any land, buildings, machinery, plant and stock in trade in consideration of such payment out of the funds or other assets of the Trust as they may agree.
- (h) Sell, improve, repair, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the Association property, assets or rights in a reasonable manner.
- (i) Open and operate any banking accounts and such other accounts.
- (j) Employ and provide out of the Funds a suitable remuneration for all such consultants, officers, servants and agents as the Executive Members may deem necessary in pursuance of the purposes and objects of the Association and to dismiss such officers, servants or agents.
- (k) Pay out of the funds of the association to any Executive Committee member
- (l) Enter into all such contracts as shall serve to further the purposes and objects of the Trust.
- (m) To accept donations or transfers of properties from any other person to the trust.
- (n) To safeguard the financial, material and other interests of the Trust.
- (o) To invest the properties or funds of the Association in such a prudent and reasonable manner as shall safeguard the financial interests of the Association.
- (p) To purchase, sell, develop, maintain and improve properties on behalf of the Association.

- (q) To do all such things that furthers the achievement of the above objectives.
- (r) Appoint Auditors, legal practitioners, Consultants or any other person necessary in furtherance the objectives of the Association.

17.3 The Executive Committee shall exercise these functions by majority votes and if there is deadlock, the Members would have to cast vote to decide on any issue.

18. **REPLACEMENT OF EXECUTIVE COMMITTEE MEMBERS**

18.1 Any Executive Committee member may vacate office by resignation upon giving (14) days written notice to the Chairman or Secretary.

18.2 If any an Executive Committee Member becomes of unsound mind, insolvent, or in any way incapable of managing his own affairs, or becomes under any legal disability affecting his legal capacity, or act contrary to the Objectives of the Association, such Member shall be immediately dismissed by the majority vote of the Executive Committee or if there is deadlock, by the majority vote of the Members.

18.3 If upon, resignation, death, dismissal or any other reason an Executive Committee Member vacate office, such an office shall remain vacant until a replacement is duly elected through an election by Members.

18.4 The Chairperson or in his or her absence the Secretary or in his or her absence the Vice Chairperson, shall call upon for an election to fill a vacant post within a month from the date the office is vacated failure of which any Member can approach the Courts of law to effect the same.

18.5 However any dismissed Executive Member shall have a right to participate in elections to be reappointed.

19. **GENERAL MEETINGS OF THE ASSOCIATION**

19.1. A General Meeting of Members, to be called the Annual General Meeting (AGM), shall be held in each calendar year as soon as possible and in any event within sixty (60) days after the annual audited accounts of the Association have been prepared and completed; which accounts shall be prepared and completed within ninety (90) days of the end of the financial year of the Association.

19.2. The AGM shall be held at such time and place as the Executive Committee shall decide from time to time.

19.3. All meetings other than the AGM shall be called general meetings.

19.4. The Executive Committee may, whenever they think fit, convene a general meeting. A general meeting may also be convened by the Executive Committee on a written requisition made by 20% (twenty per cent) of the Members from time to time. Such requisition shall state the objects of meeting and be signed by requisitionists.

20. **NOTICES OF MEETINGS**

20.1. An Annual General Meeting and any other meeting shall be called by not less than 14 days notice writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are, under these clauses, entitled to receive such notices from the Association: provided that a meeting of the Association shall, notwithstanding the fact that it is called by shorter notice than that specified in this clause, be deemed to have been duly called if it is so agreed by not less than 51% of the Members having a right to attend and vote at the meeting.

20.2. The AGM shall deal with the consideration of annual financial statements, the election of Executive Committee to vacant posts, the noting of the levy for the financial year during which such annual general meeting takes place, the appointment of an auditor and may deal with any other business laid before it.

- 20.3. Notices of all general meetings shall have an agenda for the meeting. A copy of the annual accounts and budget for the current year shall be attached to the notice for an AGM.
- 20.4. Notice may be given by the Association to any Member either personally, electronically or by sending it by post in a prepaid letter addressed to such Member at his registered address or at the address (if any) within Zimbabwe supplied by him to the Association for giving of notices to him.
- 20.5. Notice of every general meeting shall be given:
- 20.3.1 to every Member of the Association;
- 20.3.2 to the auditor for the time being of the Association.
- No other person shall be entitled to receive a notice of general meeting.
- 20.6. Any notice by post shall be deemed to have been served seven days after the date when the letter containing the same was posted, and in proving the giving of notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted. Non receipt of such notice shall not invalidate the proceedings of any such general meeting.
- 20.7. The signature to any notice given by the Association may be written or printed, partly written and partly printed.
- 20.8. When a given number of days' notice or notice extending over any other period is required to be given, the days of service shall not be counted in such number of days period.

21. PROXIES

- 21.1. A Member may be represented at a general meeting by proxy, who must be a Member of the Association.
- 21.2. To be effective at a meeting or adjourned meeting, a proxy together with the original or a notarially certified copy of any power of attorney or other authority under which it is assigned must be lodged with the Association at least 24 hours before the commencement of the meeting or adjourned meeting concerned but the Executive Committee may from time to time determine that such documents:

21.2.1. are to be lodged at a particular place or

21.2.2. are to be lodged a certain number of hours, not exceeding 48 in all before the meeting, or

21.2.3. may be lodged at any time before or during the meeting.

Notwithstanding the foregoing the chairman of the meeting may agree to accept a proxy tendered at any time before or during the meeting. Where a general proxy authorises a chairman to act on his behalf. it will be incumbent on the chairman to seek guidance from his fellow Trustees on the exercise of the votes under his control.

21.3. A proxy shall be valid for an indefinite period unless it is stated on the proxy that it is only to be valid for a shorter period.

21.4. The instrument appointing a proxy shall be in the following form or as near thereto as circumstances permit:

SANDTON PARK HOME OWNERS' ASSOCIATION

I,of
being a Member of
 the Association hereby appoint.....of
 or failing him/her,
 of..... or failing him/her, of.....
 as my proxy to vote for me on my behalf at the general meeting of the Association to be held on
 the day ofand at any adjournment thereof as follows:

	In favour	Against	Abstain
Resolution No			
Resolution No			
Resolution No			

(Indicate instructions to proxy by way of a cross in space provided above.)

Unless otherwise instructed, my proxy will vote or abstain as he/she thinks fit.

Signed aton thisday of.....20.....

(NOTE: A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his stead. Such proxy must also be a Member of the Association.)

.....
SIGNATURE

21.5 A proxy shall be valid for any adjournment of the general meeting to which it relates unless otherwise indicated on the proxy.

22. QUORUM

22.1. No business shall be transacted at a general meeting unless a quorum is present when the meetings proceeds to business. Save as herein otherwise provided, 5% of the Association Members, present in person, electronically or by proxy shall constitute a quorum.

22.2. If within fifteen minutes after the time for the commencement of a general meeting or within such extended period as the Chairman, or in his absence, the Deputy Chairman of the Executive Committee, may allow, a quorum is not present, the meeting shall be dissolved if it was convened on requisition. In all other cases the meeting shall stand adjourned to the same place at the same time on the same day of the next week (or if that day is not a business day, the first business day following that non-business day) or to such other place, time and day as the chairman may determine. If quorum is not present at such adjourned meeting, the Members present shall constitute a quorum.

23. ADJOURNEMNT BY CHAIRMAN WITH CONSENT OF MEETING

The Chairman of a general meeting may adjourn the meeting from time to time and from place to place if the meeting approves of each adjournment by majority vote. In the event of such an adjournment:

23.1. No notice needs to be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting (unless the meeting is to be adjourned for thirty days or more in which event notice is to be given in the same manner as for the original meting);

23.2. Only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

24. VOTING RIGHTS OF MEMBER

24.1. Members shall be entitled to vote only on the matters raised at a general meeting.

24.2. At every general meeting:

24.2.1. each Member, present in person, electronically or by proxy and entitled to vote, shall have one vote for each property registered in his name or of which he is the purchaser under an original agreement of sale;

24.2.2. if a property is registered in the name of more than one person, or is awaiting transfer to more than one person under and original agreement of sale or under an agreement of sale the first named person on the deed of transfer or such sale or purchase agreement shall alone be entitled to vote in respect of the Membership arising from such property;

24.3. Notwithstanding the foregoing provisions and save as expressly provided for in this constitution, no person other than a Member reflected in the register of Members who has paid every levy and other sum, if any which shall be due and payable to the Association in respect of or arising out of his Membership and who is not suspended, shall be entitled to be present or to vote on a question, either personally or by proxy, at any general meeting.

24.4. Any resolution put to the vote shall be decided by a show of hands.

24.5. Resolutions shall be passed by a simple majority vote save with respect to special resolution for the amendment of the Constitution as provided in Clause ~ hereof or removal of an Executive Member as provided in Clause~.

24.6. If any difficulty or dispute regarding the admission or rejection of a vote or regarding any other matter such difficulty or dispute is to be determined by the Chairman whether or not scrutinisers have been appointed to count the votes and his decision shall be final and conclusive.

24.7. A vote cast under proxy, power of attorney, or other authority which has been revoked shall nevertheless be valid unless;

24.7.1. written notice of the revocation is received by the Association prior to the meeting concerned: or

24.7.2. the Chairman of the meeting agrees to accept written or oral notice of such revocation at the meeting.

24.8. No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is cast and every vote not disallowed

at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

- 24.9. A declaration made in good faith by the chairman of a general meeting to the effect that, either on a show of hands or a poll, a resolution has or has not been passed (whether by a simple majority, a specific majority or unanimously) shall be final and conclusive and the resolution shall be deemed to have so passed or not passed.

25. ACCOUNTING RECORDS

- 25.1. The Executive Committee shall cause proper accounting records to be kept. Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary fairly to present the state of affairs and business of the Association and to explain the transactions and financial position of the Association.
- 25.2. The accounting records shall be kept at such place or places as the Executive Committee think fit and shall always be open to inspection by the Members
- 25.3. The Executive Committee shall cause to be prepared and laid before the Association at the annual general meeting the financial statements of the Association for the prior financial year.

26. INDEMNITY

- 26.1. All Executive Committee and the Auditor shall be indemnified against any liabilities bona fide incurred by them in their respective capacities, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any person/s by Court.
- 26.2. Every Executive Committee Member, servant, agent and employee of the Association, and the Auditor, shall be indemnified by the Association against (and it shall be the duty of the Executive Committee out of the funds of the Association to pay) all costs, losses, and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason or any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties.

27. GENERAL

- 27.1. The Association may register, where necessary, various service servitudes over the land in favour of the local authority, whether in respect of any separate property's or the common property.
- 27.2. No Member ceasing to be a Member of the Association for any reason shall (nor shall such Member's executors, curators, Executive Committee Member or liquidators) have any claim upon or interest in or right to the funds or any land of the Association.
- 27.3. Any person using any of the services, land or facilities of the Association does so entirely at his own risk

28. DISPUTES

- 28.1. Any disputes between the Association and a Member shall be determined in terms of this clause, except when payment of monies due to the Association is sought or when an interdict is sought for urgent relief in which event an action or application may be brought before a court of competent jurisdiction.
- 28.2. On a dispute arising, the party who wishes to have the dispute determined must notify the other party thereof. Unless the dispute is resolved amongst the parties to that dispute within 14 days of such notice, either of the parties may refer the dispute to determination in terms of this clause.
- 28.3. If party exercises his right in terms of clause 28.2 to refer the dispute for determination, such dispute shall be referred to the following who shall in each case have a minimum of 15 years' experience in their field.
- 28.3.1. if the dispute is primarily an accounting matter, a practicing chartered accountant;
- 28.3.2. if the dispute is primarily a legal matter, a practising legal practitioner;
- 28.3.3. if the dispute is primarily a matter relating to the measurement in any way of any building construction or any aspect thereof, a practicing quantity surveyor;
- 28.3.4. if the dispute is primarily a matter relating to any defect in any building construction, a practising structural engineer or an architect.

- 28.4. If the parties are unable to agree either on the person referred to in article 28.3 or on the classification of the dispute within a period of 3 days of either party having given notice to the other, proposing an appointee or alternative appointees, then the person in question shall be nominated by the President for the time being of the Commercial Arbitration Centre.
- 28.5. Any person agreed upon and nominated as aforesaid ("the expert"), shall in all respects act as an expert and not as an arbitrator.
- 28.6. The proceeding shall be on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the principles of justice.
- 28.7. The parties shall use their best endeavours to procure that the decision of the expert shall be given within 21 days or so soon thereafter as possible, after it has been demanded.
- 28.8. The decision of the expert shall be final and binding upon all parties and capable of being made an order of court on application by any of them.
- 28.9. The costs of and incidental to any such proceedings, including the fees of the expert, shall be in the discretion of the expert who shall be entitled to direct the allocation of the costs, and the basis of their calculation.
- 28.10. The provisions of this clause 28 constitute the irrevocable consent of the parties to any proceedings in terms thereof and none of the parties shall be entitled to withdraw there from or claim in any such proceedings that it is not bound by such provisions.
- 28.11. The provisions of this clause 28 shall be deemed to be severable from the remainder thereof and shall remain binding and effective as between the parties notwithstanding that this constitution may otherwise be cancelled or declared of no force and effect for any reason.

29. AMENDMENT OF CONSTITUTION

- 29.1. The provisions of this Constitution may only be amended by a resolution, deemed to a special resolution, which has the support of 75% of the votes cast at a general meeting of the association called specifically for the purpose of amending the Constitution.

29.2. The notice of such meeting shall in addition to complying with clause 19 hereof, set out in specific terms the proposed amendment of the constitution.

30. COMMON SEAL

30.1. A rubber stamp on which is engraved the Association's name shall be used as the Association's common seal and shall be kept by the Executive Committee.

30.2. The seal shall not be used or affixed to any deed or document that does not serve the objective of the Association.

THIS CONSTITUTION WAS ADOPTED AT THE FIRST ANNUAL GENERAL MEETING OF THE SANDTON PARK OWNERS ASSOCIATION THAT WAS HELD AT SANDTON PARK IN ZVIMBA ON THEOF 2023

SIGNED BY:

.....
CHAIRPERSON NAME

SIGNATURE

.....
SECRETARY NAME

SIGNATURE