

**CONSTITUTION OF**

**THE**

**OAKTREE VILLAGE HOMEOWNERS'**

**ASSOCIATION**

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## **PREAMBLE:**

- A.** The members are, or will become, members of the Thornhill Homeowners' Association, which applies to a larger area than just Oaktree Village.
- B.** This constitution relates to the management and control of the external finishes and general appearance of Oaktree Village, as well as the promotion of the communal interests of Oaktree Village.

## **AGREEMENT:**

### **1. DEFINITIONS**

In this agreement headings shall not be taken into account in construing the contents hereof, and unless inconsistent with or otherwise indicated by the context:

- 1.1** "Oaktree Village" means the residential development on portions 1- 47 (inclusive), all being portions of erf 300 Modderfontein.
- 1.2** "The Oaktree Village Homeowners' Association" (OVHA) means an association of all the homeowners of Oaktree Village.
- 1.3** "The Oaktree Village Homeowners' Committee" means the homeowners' committee, which is a sub-committee of the Thornhill Homeowners' Association, established and operating in terms of this constitution.
- 1.4** "member" means a member of the Oaktree Village Homeowners' Association.
- 1.5** "unit" means a dwelling within the area of Oaktree Village for a single family, as defined in the relevant Town Planning Scheme, with or without outbuildings, and/or situated on its own residential lot or individual subdivision of a residential lot, tenure or which may be registered in the Land Registrar of the Deeds Registry and includes the erf on which the dwelling is erected.
- 1.6** "communal interests" mean the specific interests of Oaktree Village not covered in the obligations and liabilities as specified in the Constitution of Thornhill Homeowners' Association and/or the Thornhill Estate Code of Conduct.

**1.7** “Thornhill Homeowners’ Association” (THOA) means an association of all homeowners in Thornhill Estate.

## **2. LEGAL STATUS AND LIMITED LIABILITY**

- 2.1** The Oaktree Village Homeowners' Committee is a sub-committee of the Thornhill Homeowners' Association, which is a corporate common law body, and as such:
- 2.1.1** its rights and obligations vest in it independently of its members.
  - 2.1.2** it may not distribute any accrued funds to any person and will use such funds for the objects for which it has been established.
  - 2.1.3** it will have perpetual succession.
  - 2.1.4** it may not sue or be sued in its own name.
- 2.2** The members will not by reason of their membership be liable for the liability and/or obligations of the Oaktree Village Homeowners' Committee.
- 2.3** Any administrative costs incurred in the running of the Oaktree Village Homeowners' Committee shall be subject to prior approved by the Thornhill Homeowners' Association.

## **3. OBJECTIVES**

- 3.1** The objectives of the Oaktree Village Homeowners' Committee are to manage the aesthetic appearance of land and buildings, the promotion of communal interests of members within the area of Oaktree Village on behalf of Thornhill Homeowners' Association, including and in particular:
- 3.1.1** to ensure that erven are developed according to uniform aesthetic standards and that these standards are maintained thereafter.
  - 3.1.2** to assist in the maintenance of order within Oaktree Village (erf 300) for the benefit of all residents and members.
  - 3.1.3** to levy funds and manage such funds, only if and when deemed necessary for specific purposes by a majority vote at a special meeting of members.

- 3.2** In addition, the Oaktree Village Homeowners' Committee is empowered to take any reasonable steps which are in the best interests of Oaktree Village and which have been duly authorized in terms of this constitution.

## **4. POWERS**

As a sub-committee of the Thornhill Homeowners' Association, the Oaktree Homeowners' Committee acts in accordance with the powers vested in the Thornhill Homeowners' Association to enable it to meet its objectives, except only for such powers as are expressly or impliedly excluded by this constitution. Such exclusions include the following:

- 4.1** Any accountability or responsibility relating to the obligations and liabilities of the Thornhill Homeowners' Association.
- 4.2** Any responsibilities and operational duties relating to the management and control of Thornhill Estate.

## **5. MEMBERSHIP**

- 5.1** Membership of the Oaktree Village Homeowners' Association shall be limited to any person (or nominated person, member, director or trustee) who, in terms of the Deeds Registries Act reflected in the records of the deeds office, is concerned as the registered owner of any land or unit in the area of Oaktree Village.
- 5.2** Where any unit is owned by more than one person, all the registered owners of that unit shall together be deemed to be one member of the Oaktree Homeowners' Association and have the rights and obligations of one member of the association; provided that all co-owners of any unit shall be jointly and severally liable for the due performance of any obligation to the Oaktree Village Homeowners' Committee.
- 5.3** When a member becomes the registered owner of a unit, he/she shall become a member of the Oaktree Village Homeowners' Association, and when such person ceases to be the owner of a unit in the area of Oaktree Village, he/she shall *ipso facto* cease to be a member of the Oaktree Village Homeowners' Association.

- 5.4** No member shall sell or let his/her unit unless he/she has agreed with the proposed occupier of such a unit that the occupier shall be bound by all the terms and conditions of this constitution.
- 5.5** A registered owner of any unit may not resign as a member of the Oaktree Village Homeowners' Association.
- 5.6** The rights and obligations of a member shall not be transferable and every member shall;
- 5.6.1** further the objects and interests of the Oaktree Village Homeowners' Association to the best of his/her ability.
- 5.6.2** observe all rules made by the Oaktree Village Homeowners' Committee.

## **6. REPRESENTATION**

Unless an Oaktree Village Homeowner has been elected as a Trustee of the Thornhill Homeowners' Association, a member of the Oaktree Village Homeowners' Committee shall be co-opted as a member of the Board of Trustees of the Thornhill Homeowners' Association.

## **7. RULES**

- 7.1** The Oaktree Village Homeowners' Committee may, subject to any restriction imposed or direction given at a general meeting, from time to time make rules in regard to:
- 7.1.1** maintenance of order and control of the streets/roads on erf 300, including the use thereof.
- 7.1.2** the right to determine and control all security measures relating to access in the area of Oaktree Village, subject to the rules in respect of the Thornhill Homeowners' Association.

**7.1.3** the right to determine access to and egress from the area of Oaktree Village.

**7.1.4** the furtherance and promotion of any of the objectives of the Oaktree Village Committee and/or for the better management of the affairs of the Oaktree Village Homeowners' Committee and/or residents in the area of Oaktree Village.

**7.2** The enforcement of any of the rules made by the Oaktree Village Homeowners' Committee, in terms hereof, may be addressed by:

**7.2.1** giving notice to the member concerned requiring him to remedy such breach within such reasonable period as the Oaktree Homeowners' Committee may determine, failing which the matter will be referred to too the Thornhill Homeowners Association to take the necessary action, which may include:

- b)** imposing a system of fines or other penalties in full compliance with the Thornhill Homeowners' Association Code of Conduct, Rules and Regulations; and/or
- c)** taking such other action including proceedings in court, as they may deem fit and defend any action by any member of any other person in terms of arbitration or proceedings in court, in compliance with and subject to the constitution of the Thornhill Homeowners' Association.

**7.3** In the event that the trustees of Thornhill Homeowners' Association instituting any proceedings against any member or any other person within the area of Oaktree Village for the enforcement of any of the rights of the Oaktree Village Homeowners' Association and/or of the Thornhill Homeowners' Association in terms hereof, the Thornhill Homeowners' Association shall be entitled to recover all legal costs so incurred from the member or other person concerned, calculated as between attorney and own client.

**7.4** In the event of any breach of the rules of the constitution of the Oaktree Village Homeowners' Association by the members of any member's household or his/her guest, tenants, employees, contractor's sub-contractors, invitees, such breach shall be deemed to have been committed by the member himself/himself, but without prejudice to the foregoing, the Oaktree Homeowners' Committee and/or Thornhill Homeowners Association trustees may take or cause to be taken such steps against the person actually performing the breach as they in their discretion may deem fit.



**7.5** The Architectural Rules governing Oaktree Village are attached as Appendix I.

**SIGNED at ..... on this ..... day of ..... 2.....**

.....  
**Chairman Oaktree Village Homeowners' Committee**

**AS WITNESSES**

**1.** .....

**2.** .....

**This Constitution was approved by The Board of Trustees,  
Thornhill Homeowners' Association**

**SIGNED at ..... on this ..... day of ..... 2 .....**

.....  
**Chairman Board of Trustees, Thornhill Homeowners' Committee**

**AS WITNESSES**

**1.** .....

**2.** .....