



VISTA VILLAGE MANAGEMENT RULES

(To be registered in terms of Section 10(2)(a) of the Sectional Titles Schemes Management Act 8 of 2011)

1 PRELIMINARY

1.1 The Body Corporate of **Vista Village** ("the Body Corporate") is constituted upon the transfer of the first Unit in the Scheme known as Vista Village, Phase 4 Sub-Phase 4.1 Erf 2340 Lethabong Extension 1 Township, developed by **Set Square Developments (Pty) Ltd.**

1.2 These Rules substitute, amend, and add to the Prescribed Management Rules ("PMRs") in Annexure 1 to the STSMA.

1.3 These Rules must be read with —

(a) the **Conduct Rules** of Vista Village;

(b) the **Constitution and Governing Rules** of the **Lethabong Estate Master Property Owners Association NPC (LEMHOA)**; and

(c) the by-laws and directives of the City of Ekurhuleni.

1.4 If a conflict arises, the LEMHOA Constitution and Governing Rules with the STSMA will prevail.

2 INTERPRETATION

2.1 Words defined in the STSMA bear the same meanings herein.

2.2 "The Developer" means **Set Square Developments (Pty) Ltd (2013/199166/07)** or its successors.

2.3 Where the context allows, references to the singular include the plural and vice versa; any gender includes the others.

3 STATUS OF BODY CORPORATE AND MASTER ASSOCIATION

3.1 The Scheme forms part of the Lethabong Estate and falls under the control of LEMHOA and the Village 2 Home Owners Association.

3.2 All Members of the Body Corporate are automatically Sub-Members of Village 2 & the LEMHOA.

3.3 Transfer of a Unit requires the written consent of Village 2 & the LEMHOA in terms of its Governing Rules & Constitution.

4 MEMBERSHIP AND VOTING RIGHTS

4.1 Every registered Owner of a Unit is a Member of the Body Corporate.

4.2 Membership is compulsory and inseparable from ownership.

4.3 Voting rights are based on Participation Quotas as shown on the Sectional Plan.

4.4 No Member in arrears with levies or fines may vote.

5 DOMICILIUM CITANDI ET EXECUTANDI

5.1 The domicilium of the Body Corporate shall be the address of its Managing Agent.

5.2 Each Member must notify the Body Corporate in writing of his chosen physical and email address and contact number within the Republic of South Africa.

6 TRUSTEES

6.1 The Scheme shall be administered and managed by not fewer than three (3) and not more than five (5) Trustees.

6.2 The Developer may appoint initial Trustees during the Development Period and shall retain majority representation until completion of development.

6.3 Trustees are elected at each Annual General Meeting and hold office until the next AGM.

6.4 A Professional Trustee with experience in property management may be co-opted, if required.

6.5 A Trustee may resign on 30 days' notice or be removed by Ordinary Resolution, by the Developer or Managing Agent.

7 CHAIRPERSON

7.1 At the first meeting after each AGM, the Trustees shall elect a Chairperson.

7.2 The Chairperson presides over Trustee and General Meetings and has a casting vote in case of a tie and will represent the Scheme "Vista Village" In the Village 2 sub-association., if & when required

8 MEETINGS OF TRUSTEES

8.1 Trustee meetings must be held at least quarterly.

8.2 Two Trustees constitute a quorum.

8.3 Minutes must be kept and made available to Members upon request, by the Managing Agents.

9 GENERAL MEETINGS OF MEMBERS

9.1 The first General Meeting shall be held within 60 days of establishment or Registration of the last Sectional Title Unit within the Scheme, which will be the later of the two

9.2 An Annual General Meeting (AGM) must be held within four months of financial year-end.

9.3 Notice of meetings must be given at least 30 days in advance and include the agenda and financial statements.

9.4 A Special General Meeting may be called by the Trustees or by Owners representing 25% by the Trustees or 50% Owners of the votes.

10 POWERS AND DUTIES OF THE BODY CORPORATE

10.1 The Body Corporate shall –

- (a) maintain and repair the Common Property;
- (b) enforce the Conduct Rules and these Management Rules, including the Village 2 Constitution & Governing Rules.
- (c) insuring the Buildings and Common Property against risk at all times
- (d) establish an Administration Fund and Reserve Fund;
- (e) prepare and approve annual budgets; and increase levies, if & where required.
- (f) keep proper records and minutes as required by section 3 of the STSMA.

10.2 The Body Corporate may sue and be sued in its own name.

11 MANAGING AGENT

11.1 The Developer may appoint a Managing Agent on written terms approved by Ordinary Resolution.

11.2 The Managing Agent shall carry out the administrative and financial functions of the Scheme

under Trustee & Developers supervision.

11.3 Appointment may be terminated on 30 days' notice only by the developer.

12 LEVIES AND FINANCIAL MANAGEMENT

12.1 The Trustees & Managing Agents must determine annual levies and special contributions to cover operating and capital expenses.

12.2 Levies are due monthly in advance and bear interest at the prime rate on arrears.

12.3 No Unit may be transferred unless the Trustees & Managing Agents certify clearance by the Managing Agents that all levies are paid in full.

12.4 Separate bank accounts must be maintained for the Administration and Reserve Funds.

13 AUDIT AND FINANCIAL STATEMENTS

13.1 The accounts shall be audited annually by a registered auditor appointed by the Body Corporate known as "Vista Village".

13.2 Audited financial statements must be distributed to Members at least 30 days before the AGM.

14 INSURANCE

14.1 The Body Corporate must insure the buildings, Common Property and improvements to full replacement value.

14.2 Trustees shall review insurance annually and adjust for inflation.

14.3 Registered Owners must insure their own internal contents and movables.

15 MAINTENANCE RESPONSIBILITIES

15.1 The Body Corporate shall maintain the Common Property including gardens, roads, lighting and infrastructure.

15.2 Each Owner shall maintain his Section in a proper state of repair.

15.3 The Trustees & Managing Agents may recover the cost of repairs carried out on behalf of a defaulting Registered Owner of a Section as a debt due.

16 ALTERATIONS AND IMPROVEMENTS

16.1 No Registered Owner of a Section may effect alterations to the Common Property without Special Resolution approval by the MANAGING AGENTS & TRUSTEES.

16.2 Managing Agents & Trustees may authorise non-structural improvements for maintenance purposes.

16.3 All alterations must comply with Architectural and Design Guidelines issued by LEMHOA.

17 DEVELOPER'S RIGHTS AND DEVELOPMENT PERIOD

17.1 During the Development Period, the Developer shall retain the right to:

- (a) amend the layout and design of remaining Units or buildings;
- (b) appoint and remove Trustees;
- (c) grant servitudes or register exclusive use areas; and
- (d) adjust levies for unsold Units as reasonable.

17.2 The Development Period ends when all Units have been transferred or upon written notice from the Developer to the Managing Agents.

18 CONDUCT AND DISCIPLINE

18.1 The Managing Agents & Trustees shall enforce the Village 2 Constitution & Governing Conduct Rules.

18.2 Written warnings must precede any fine.

18.3 All fines must be recorded in the minutes and added to the Registered Owner's levy account.

19 DISPUTE RESOLUTION

19.1 Any internal dispute shall be submitted in writing to the Managing Agent & Trustees for mediation.

19.2 If unresolved within 30 days, either party may refer the dispute to the **Community Schemes Ombud Service (CSOS)** for adjudication under Act 9 of 2011.

20 RECORDS AND INSPECTION

20.1 The Body Corporate must keep the following records for a minimum of six (6) years:

- (a) minutes of meetings;
- (b) accounting records;
- (c) contracts and insurance policies; and
- (d) copies of approved Village 2 Constitution & Governing Rules including the Vista Village Conduct Rules.

20.2 Members may inspect records on reasonable notice to the Managing Agent.

21 AMENDMENT OF RULES

21.1 These Rules may be amended or repealed only by Special Resolution of the Body Corporate and with the approval of LEMHOA and the CSOS.

ANNEXURE A – SCHEDULE OF EXCLUSIVE USE AREAS