

AMENDED CONSTITUTION

KINGSHURST MANAGEMENT ASSOCIATION

1. Name

- 1.1. The organisation hereby constituted will be called KINGSHURST MANAGEMENT ASSOCIATION, a housing development scheme in terms of the Housing Development Schemes for Retired Persons Act No 65 of 1988 ("the Act"), as amended and regulations promulgated thereunder ("the Regulations").
- 1.2. Its shortened name will be KINGSHURST (hereinafter referred to as "the Association" or "Kingshurst").

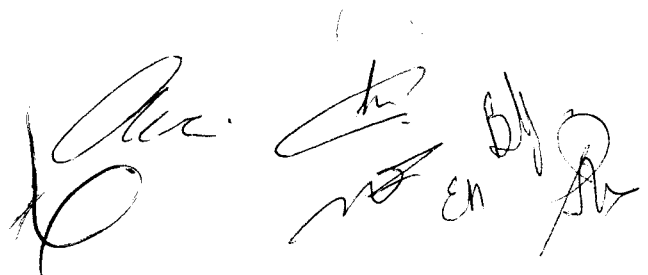
2. Body Corporate

The Association shall:

- 2.1. Exist in its own right, separate from its members;
- 2.2. Continue to exist even when its membership changes and there are different office bearers;
- 2.3. Be able to own property and other possessions;
- 2.4. Be able to sue and be sued in its own name.

3. Objectives, Powers and Governance.

- 3.1. The main and ancillary objectives of the Association are:
 - 3.1.1. To provide residential accommodation in the retirement apartments known as KINGSHURST to
 - persons at least 55 years of age and retired by reason of ill-health / infirmity; and/or
 - persons being at least 60 years of age.

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- 3.1.2. To administer and supervise all the affairs of, and be responsible for all policy matters pertaining to KINGSHURST, to enforce the Rules of Conduct and administer and control the finances of the Association.
 - 3.1.3 To render assistance and care to the members and occupants and promote their welfare in all possible ways within the context of a retirement housing development scheme;
 - 3.1.4 To co-ordinate the provision of services within the boundaries which comprise KINGSHURST;
 - 3.1.5 To ensure that levels of services, maintenance, repair and administration at KINGSHURST are of an acceptable standard within the framework of a retirement housing development scheme;
 - 3.1.6 To do all such other things as may be conducive to the attainment of the above objects.
- 3.2 The governance of the Association vests in the General Meeting of members and the Management Committee who shall govern the Association in terms of this Constitution and decisions taken in terms thereof as more fully described below.

4. Membership

- 4.1. Membership shall be limited to those members who have acquired a right to use and occupy, for life, a dwelling unit in KINGSHURST as defined in the Life Right Agreement.
- 4.2. All members shall be entitled to make use of the facilities available at KINGSHURST.
- 4.3. Members shall have a right to vote at general meetings of the Association on the basis of one vote per dwelling unit being permitted; provided the member's spouse may attend and participate in any general meeting and may vote on his/her behalf in his//her absence.
- 4.4. Circumstances in which a member shall no longer be entitled to the benefits of membership if his or her life right lapses or is terminated in terms of the life right agreement:
 - 4.4.1. In the event of the death of the member or his/her spouse, whichever occurs last.
 - 4.4.2. In the event of the death of the nominated occupant or his/her spouse, whichever occurs last.

4.4.3. In the event of the member disposing of his/her life right in accordance with the life right agreement.

4.5. No membership fees are payable other than what a member is required to pay as a monthly levy in terms of this Constitution.

5. Quorums

5.1. The Management Committee, constituted in terms of Clause 9 of this Constitution, shall be deemed to be properly constituted should no less than 50% of the members be present at a convened meeting.

5.2. A general meeting or Annual General Meeting shall be deemed to be properly constituted should no less than 33% of members be present at such a convened meeting.

5.3. Should a quorum not be present within fifteen minutes of the commencement of the meeting, the meeting shall be adjourned to a date not more than fourteen days thereafter.

5.4. Should a quorum not be achieved at the aforesaid reconvened meeting, the members present shall be regarded to make up a quorum and the meeting shall thereafter be deemed to be properly constituted for that purpose.

6. Manner in which decisions are to be made

6.1. At all meetings of the Association, including that of the Management Committee, decisions shall be made by a simple majority vote of those present in person or by proxy and a member shall, on a show of hands have one vote, or on a poll, one vote for each housing interest allocated to such member.

6.2. Members who are not in attendance at a general meeting may nominate another member to vote on his/her behalf by way of proxy.

6.3. All general meetings other than the Annual General Meeting of the Association shall be assumed to be Special General Meetings. The Annual General Meeting shall be held once every year; provided that no more than 15 (fifteen) months shall elapse between the date of one Annual General Meeting and that of the next Annual General Meeting.

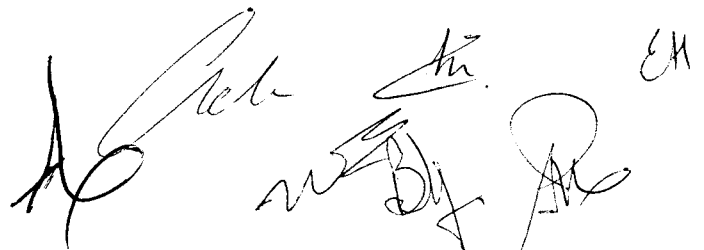
6.4. Should it be required that a decision be made by a general meeting by special resolution as envisaged by this Constitution or the Regulations promulgated in terms of the Act, or where the Association considers it just and equitable for such decision to be made by special resolution, a majority of 75% of the total membership in attendance or by proxy shall be required.

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- 6.5. The Association shall determine the matters to be discussed and the procedures relating to meetings of members and proceedings at such meetings, and until such determination the following shall apply:
- 6.5.1. At least 14 (fourteen) days' notice shall be given of every general meeting, specifying the place, within the magisterial district where the housing development scheme is situated, the date and hour of the meeting, and in the case of any special business the general nature of such business shall be given in that notice to all members, the developer and the managing agent;
- 6.5.2. No business shall be transacted at a general meeting unless the required quorum of members is present in person or by proxy at the time when the meeting commences with its business.
- 6.6. All decisions taken at meetings of the Association shall be recorded in minutes.

7. Management and Control

- 7.1. Subject to any restrictions imposed or directions given at a general meeting of members, it shall be the duty of the Association:
- 7.1.1. to insure the building or buildings relating to the housing development scheme against fire and to keep it so insured to its replacement value;
- 7.1.2. to insure against such other risks as the members may by special resolution determine;
- 7.1.3. to maintain the common property and all accommodation and to keep it in a state of good and serviceable repair;
- 7.1.4. to comply with any notice or order by any competent authority requiring any repairs to or work in respect of the relevant land or buildings;
- 7.1.5. to ensure compliance with any laws relating to the common property or to any improvement on land comprising in the common property;
- 7.1.6. control, manage and administer the common property for the benefit of all members;
- 7.1.7. keep in a state of good and serviceable repair and properly maintain the plant, machinery, fixtures and fittings, including elevators, used in connection with the common property;

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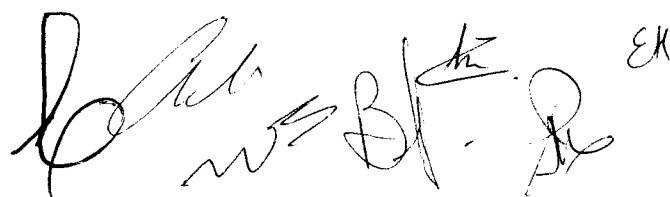
- 7.1.8. subject to the rights of the local authority, maintain and repair, including renewal where reasonably necessary, pipes, wires, cables and ducts existing on the land and capable of being used in connection with the enjoyment of more than one accommodation or of the common property;
 - 7.1.9. on the written request of any member or registered mortgagee, in respect of a housing interest to produce to such member, or any person authorised in writing by such member, the policy or policies of insurance effected by the management association and the receipt or receipts for the last premium or premiums in respect thereof;
 - 7.1.10. to enforce the Rules of Conduct by members, which rules shall not be in conflict with this Constitution, the Act or the Regulations, shall be reasonable and shall apply equally to all members in respect of accommodation put to substantially the same use; and
 - 7.1.11. to keep a register of members in such manner as the Association may determine.
- 7.2. The Association shall, for the purpose of effecting any insurance in terms of this Constitution be deemed to have an insurable interest in the replacement value of the buildings or property and shall, for the purpose of effecting any other insurance under that sub-section, be deemed to have an insurable interest in the subject matter of such insurance.

8. Powers of the Association

- 8.1. Subject to any restrictions imposed or directions given at a general meeting of members, the Association shall have the power:
 - 8.1.1. to establish for administrative expenses a levy fund sufficient in the opinion of the Association for the repair, upkeep, control, management and administration of the housing development scheme, accommodation, land, common property, and the building or buildings relating thereto, including a reasonable provision for future maintenance and repairs, for the payment of rates and taxes, for the supply of electric current, gas, water, fuel and sanitary and other services to the building and land and any premiums of insurance, and for the discharge of any obligation of the Association;
 - 8.1.2. to require from the members whenever necessary, to pay the levy for the purposes of satisfying any claims against the Association;
 - 8.1.3. to determine from time to time the amounts to be raised for the purposes aforesaid;
 - 8.1.4. to raise the amounts so determined by requiring the members to pay the levy calculated at a percentage expressed to four decimal places and arrived at by dividing the floor area, correct to the nearest square meter, of the

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- accommodation by floor area, correct to the nearest square meter, of all the accommodation in the Housing Development Scheme;
- 8.1.5. to open and operate a current account and a savings account with a banking institution or a building society;
 - 8.1.6. to appoint employees as it may deem fit;
 - 8.1.7. to purchase, hire or otherwise acquire movable property for purposes of the operation of the housing development scheme;
 - 8.1.8. to expand the facilities and services;
 - 8.1.9. to borrow money required by it in the performance of its duties or the exercise of its powers;
 - 8.1.10. to secure the repayment of money borrowed by any manner permitted in law, including the cession of any unpaid levies whether due and payable or not, or by suretyship or by encumbering any property vested in the Association;
 - 8.1.11. to invest any money of the fund referred to in clause 8.1.1 above;
 - 8.1.12. to enter into an agreement with the local authority or any person or body for the supply to any building and the land of electric current, gas, water, fuel and sanitary and other services;
 - 8.1.13. to enter into an agreement with any member for the provision of amenities or services by him to the accommodation relating to such housing interest or to the member or occupier thereof;
 - 8.1.14. to do all things reasonably necessary for the enforcement of the rules referred to in clause 8.1.15 below and the control, management and administration of the common property;
 - 8.1.15. to make rules for the conduct of members, which rules shall not be in conflict with this Constitution, the Act or Regulations, shall be reasonable, and shall apply equally to all members in respect of accommodation put to substantially the same use;
 - 8.1.16. to appoint a Management Committee of the Association, which, subject to the directions of the Association, shall exercise all the powers and perform all the functions conferred upon it by the Association and which Management Committee shall meet and conduct its affairs as the Management Committee may from time to time decide;
 - 8.1.17. to prohibit the transfer or alienation of any housing interest unless any levy or other money due to the Association in respect of the housing interest concerned have been paid or provision has been made to the satisfaction of the said Association for the payment thereof; and

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- 8.1.18. To create and administer, with or without the assistance of other organisations, a frail care or step down facility for the benefit of its members.
- 8.2. Any contribution levied under any provision of the foregoing clauses shall be due and payable on the passing of a resolution to that effect by the management Association and may be recovered by the Association by action in any court, including any magistrate's court of competent jurisdiction, from persons who are members at the time such resolution is passed.
- 8.3. The Association shall, on the application of a member or any person authorised by such member, certify in writing:
- 8.3.1. The amount determined as the contribution of that member;
- 8.3.2. The manner in which such contribution is payable;
- 8.3.3. The extent to which such contribution has been paid by that member; and
- 8.3.4. The amount of any rate paid by the Association and not recovered by it.
- 8.4. The Association shall have the right to assign or cede to the Managing Agent any of its rights and duties in terms of the provisions of this Constitution.

9. Powers of the Management Committee

- 9.1. The Association shall appoint a Management Committee for the purpose of the administration and control of the day to day running of the affairs of the Management Association as set out in clause 8.1.16 hereof.
- 9.2. The Management Committee shall for the purpose set out in clause 9.1 meet bi-monthly, but may meet more often should such meetings be required by the Association or the Management Committee.
- 9.3. The Management Committee shall consist of no less than 3 but not more than 7 members to be elected at the Annual General Meeting and shall hold office for the ensuing year.
- 9.4. Procedure for election of Management Committee:
- 9.4.1. Nominations of candidates for the election to the Management Committee shall be deposited at the office of the Managing Agent and/or Management Committee not less than forty-eight (48) hours before the date set for the Annual General Meeting.
- 9.4.2. All nominations shall be signed by a proposer and a seconder, as well as the nominee signifying his acceptance of such nomination, all of whom shall be members.
- 9.4.3. Should more candidates be nominated than are required to fill the post or posts, election of the Management Committee members at the Annual General



Meeting shall be by ballot. Ballot papers shall be prepared by the Managing Agent and made available at the Annual General Meeting.

- 9.4.4. All elected members of the Management Committee shall be deemed to have been elected for a period of one (1) year and shall be automatically eligible for re-election should they be available. Their availability is to be notified to the Managing Agent in writing at least twenty-one (21) days prior to the Annual General Meeting.
- 9.4.5. At its first meeting after the Annual General Meeting, the Management Committee shall elect from amongst its members, a Chairman and Vice-chairman for the ensuing year, provided no person shall serve as Chairman for more than two consecutive terms of office.
- 9.4.6. A member of the Management Committee shall be deemed to have vacated his seat if he absents himself from more than three consecutive meetings without having obtained leave of absence from the Management Committee.
- 9.4.7. The Association, in general meeting, especially convened for that purpose, shall have the power, by majority vote, to remove a member of the Management Committee where such member has failed or become incompetent to exercise his duties in terms of this Constitution, or where such a member has made himself guilty of grave misconduct and/or gross negligence. The decision of the general meeting shall be final.
- 9.5. The powers and duties of the Management Committee shall be those prescribed for the Association; provided that at all times the Management Committee shall exercise its powers and duties subject to the authority and direction of the Association and the general meeting.
- 9.6. The Management Committee shall be entitled to delegate portfolios to specific members of the committee and where necessary shall be entitled to co-opt persons onto the committee for a specific purpose or by reason of that person's special knowledge or skill in respect of any particular subject.
- 9.7. The Management Committee shall be responsible and entitled to oversee the enforcement of the Rules of Conduct and to implement all directions and decisions of the Association.
- 9.8. At the Annual General Meeting the Management Committee shall provide the financial statements of the Association and the Chairman's report for approval by the Annual General Meeting.
- 9.9. All decisions of the Management Committee taken at its meetings shall be recorded in minutes.

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10. Nursing Sister

- 10.1. The Association shall appoint a qualified nursing sister to be on site, who shall also act as the General Manager (for the time being) who shall report directly to the Association and where necessary, the Management Committee.
- 10.2. The nursing sister shall attend all meetings of the Association and Management Committee.
- 10.3. The nursing sister shall be appointed to perform all defined tasks delegated to him/her from time to time concerning the daily administration of Kingshurst and shall at such hours as determined by the Association make himself/herself available for the daily care of the members.

11. Rules relating to buildings and structures

- 11.1. No structural alteration shall be made to any building in KINGSHURST without the prior written consent of the Association.
- 11.2. No new building shall be constructed on the land nor shall any addition be made to any building in KINGSHURST, without prior written consent of the Association.
- 11.3. No change shall be made to the exterior colour scheme of any building in KINGSHURST without prior written consent of the Association.
- 11.4. No external radio, television aerial satellite dish or radio mast shall be erected anywhere on the land or buildings without prior written consent of the Association.
- 11.5. No advertisement or signage shall be displayed anywhere in KINGSHURST or on the land without prior written consent of the Association.
- 11.6. Nothing shall be done in KINGSHURST which, in the reasonable opinion of the Association is noisome, injurious, objectionable or detrimental, or constitutes a public or private nuisance, or a source of damage or disturbance.
- 11.7. No commercial type vehicle, caravan, trailer or any derelict vehicle shall be parked anywhere in KINGSHURST, unless it is adequately screened from public view;
- 11.8. All buildings in KINGSHURST and the common property shall be kept clean and tidy and in a reasonable state of repair and decoration, gardens and lawns on the common property shall be maintained by garden services and shall be irrigated;
- 11.9. Any conditions imposed on the land by a local authority shall be adhered to.

12. Chairman

- 12.1. The Chairman elected in terms of clause 9.4.5 shall preside at all meetings of the Association and in his absence the Vice-Chairman shall preside at such meetings.

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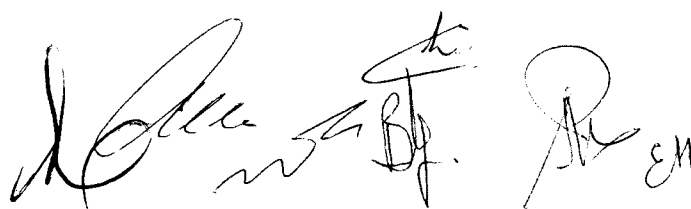
- 12.2. The Chairman or Vice-Chairman shall have an ordinary vote at meetings where he/she presides, but not a second or casting vote.
- 12.3. Where it may be necessary, the Chairman, or in his absence, the Vice-Chairman, shall act as spokesman for the Association.

13. Minutes of meetings

- 13.1. The Chairman shall cause minutes to be kept of all general meetings, all Management Committee meetings, any ad-hoc committee meetings or any other properly convened meetings. Such minutes shall be circulated or read and confirmed at the next general meeting, Management Committee meeting, ad-hoc committee meeting, or other properly convened meeting, as the case may be.
- 13.2. All minutes shall be signed by the Chairman and once confirmed, shall constitute *prima facie* proof of the correctness of the contents contained in such minutes.
- 13.3. All minutes shall be kept and/or stored in a secure place and be made available to members on request.

14. Annual General Meeting

- 14.1. The Annual General Meeting shall be held once every year; provided that no more than 15 (fifteen) months shall elapse between the date of one Annual General Meeting and that of the next Annual General Meeting.
- 14.2. Fourteen (14) days' notice of the Annual General Meeting shall be given by the Managing Agent by e-mail to members and by placing such notice on the notice boards of KINGSHURST together with the minutes of the previous Annual General Meeting and the minutes of any general meeting or special general meeting held since the Annual General Meeting.
- 14.3. Provided a quorum of members is present as required by clause 5.2 above, the Annual General Meeting shall:
 - 14.3.1. Agree to the items to be discussed on the agenda;
 - 14.3.2. Maintain an attendance roster wherein shall be minuted the names of the members who are present at the meeting and the names of those members who have tendered apologies for non-attendances;
 - 14.3.3. Confirm the minutes of the previous Annual General Meeting and any general meeting or special general meeting;
 - 14.3.4. Receive the chairperson's Annual Report and the Financial Statements for the past year, and if in order, approve them;
 - 14.3.5. Deal with any proposed alterations to the Constitution;



- 14.3.6. Receive the capital and expenditure budget for the ensuing year, including any amount for anticipated or unforeseen expenditure and, if accepted, approve same;
- 14.3.7. Elect the members who will serve on the Management Committee;
- 14.3.8. Appoint or re-appoint the auditors;
- 14.3.9. Consider such matters which have been referred to it by the Management Committee or any of the members; provided proper notice has been given of such matters to be discussed.
- 14.3.10. Discuss such general matters as it may deem expedient or necessary or required to be dealt with by the meeting
- 14.3.11. Declare the meeting closed.

15. Financial Provisions

- 15.1. With the assistance of the Managing Agent, the Management Committee shall prepare the annual operating budget of the Association, for approval by the members at the Annual General Meeting of the Association. The annual operating budget shall make provision to cover all the operating expenses of KINGSHURST, including but not limited to administration expenses (including Managing Agents fee), garden maintenance, provision for building maintenance, municipal charges, security expenses, medical expenses, telephone and data expenses and expenses incurred in the provision of meals;
- 15.2. With the assistance of the Managing Agent, the Management Committee shall determine the levy to be paid by the members as set out in clause 8.1.4 of this Constitution.
- 15.3. All monies, including levies, received by the Management Committee shall be paid into the Association's banking account and/or Trust account under the control of the Managing Agent, and all disbursements shall be paid by cheque, or electronic bank transfer approved by not less than two members of the Management Committee who have been authorised thereto by that committee.
- 15.4. The Management Committee, with the assistance of the Managing Agent, shall cause full and true accounts of the Association to be kept. Such accounts shall be balanced and audited by the auditor as at the last day of December of each year, when the Association's financial year shall end. Copies of the Balance Sheet and the Revenue and Expenditure Account shall, after audit and adoption by the Association, be made available to members on request and posted on the notice boards of KINGSHURST at least fourteen (14) days before the date of the Annual General Meeting.
- 15.5. The organisation's accounting records and reports must be completed and lodged with the Director of the Social Development Department in terms of the Non-Profit Organisations Act 1997 (Act 71 of 1997) within 6 months after the closing of the financial year-end.

- 15.6. The Management Committee shall ensure that the Managing Agent prepares monthly Statements of Income and Expenditure and submit these to the Management Committee for approval.
- 15.7. The financial year of the Association shall be from the 1st day of January to the last day of December of each year.

16. General Provisions

- 16.1. Bellbuoy is for the time being, the appointed Managing Agent for Kingshurst provided that the Association shall retain the right to appoint another Managing Agent should it deem it necessary to do so;
- 16.2. Membership of the Association, or of any committee thereof shall not confer on any member, any proprietary right, title or claim to or interest in any of the property or assets of the Association, nor shall any member, by virtue of his membership, incur any liability in respect of any claim or action brought against the Association.
- 16.3.
- 16.3.1. The property and income of the Association shall be used solely to further the aims and objectives of the Association and no portion thereof shall be transferred directly or indirectly through the medium of dividends, bonuses or in any other way to serve as any profit or benefit of any member.
- 16.3.2. The Association's income and property shall not be distributable to its members or office bearers, except as reasonable compensation for services rendered.
- 16.4. Members of the Association, any standing or *ad hoc* committee member and every employee of the Association shall be indemnified by the Association against all proceedings, actions, costs and expenses incurred by reason of any act or omission of things done by those persons in the performance of their duties in connection with the affairs of the Association.
- 16.5. Notwithstanding anything to the contrary elsewhere contained in this Constitution, no transaction by the Association in general meeting, involving:
- 16.5.1. The acquisition of immovable property, other than by donation or bequest, or
- 16.5.2. The alienation or the mortgage or encumbrance of the immovable property of the Association,
- shall be of any force and effect, unless authorised by a resolution passed at a Special General Meeting by not less than 75% of the members present (or represented by proxy) at the meeting.

17. Complaints Procedure

- 17.1. Members shall address all correspondence, requests and/or complaints to the Chairman. The Chairman shall attend to such complaints as speedily as possible and where necessary, after having consulted with the Management Committee, provide a written reply to such complaints. In the event of a member not being satisfied with the outcome of any matter submitted to the Chairman, such member shall have the right to raise the complaint with the Association who shall deal with the matter in general meeting whose decision shall be final.
- 17.2. The member shall be advised in writing of the outcome of the complaints process after it has been dealt with by the Management Committee or Association whatever the case may be.

18. Amendment of Constitution

- 18.1. This Constitution may only be amended with the approval by special resolution of at least 75% of the members present, by proxy or in person, at an Annual General Meeting or a Special General Meeting called for that purpose; provided that the full text of the proposed amendment shall accompany the notice convening such a meeting. A copy of such proposed amendment shall be submitted to the appropriate authorities by the Managing Agent.
- 18.2. Any notice to amend the Constitution, if not proposed by the Management Committee, shall be in writing and signed by at least five (5) members and delivered to the office of the Managing Agent. Within fourteen (14) days of receipt of such notice, the Management Committee/Managing Agent shall convene a Special General Meeting to deal with the proposed amendment.
- 18.3. Upon the adoption of an amendment envisaged in this clause, the amended Constitution shall be submitted to the appropriate authorities by the Managing Agent within twenty-one (21) days of such adoption.


19. Dissolution of Association

- 19.1. The Association shall continue to exist even where its membership changes and there are different office-bearers.
- 19.2. The Association may be dissolved if at least 75% (seventy-five percent) of the members present at a meeting specially convened for that purpose, vote in favour of dissolving the Association.
- 19.3. If upon dissolution of the Association there remain any assets of whatever nature after the satisfaction of all its debts and liabilities, such assets shall not be paid to or distributed among any individual members, but shall be given to such registered welfare organisation or organisations, as may be decided by the members present at the meeting at which dissolution was resolved upon, having similar objectives as the Association and which has been exempted from income tax, donations tax and estate duty.

20. South African Revenue Services Requirements

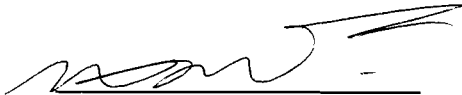
The Association shall:

- 20.1. subject to there being sufficient demand from the residents and at their own cost:
 - 20.1.1. arrange for at least one catered meal per day;
 - 20.1.2. arrange home based care which replaces the need for a Frail Care Unit and/or Step Down facility;
- 20.2. provide nursing services in the form of primary health care;
- 20.3. limit its activities wholly or mainly to the furtherance of its sole or principal objective;
- 20.4. keep the profits derived from transactions with the said retired or aged persons to a minimum, having regard to the future needs of the Association;
- 20.5. not permit the distribution of its funds to any person other than to a similar association of persons;
- 20.6. not carry on any business, other than business which is directly connected with the sole or principal object of the Association;
- 20.7. submit all and any amendments to the Constitution of the Association to the South African Revenue Services Tax Exemption Unit;
- 20.8. only invest available surplus funds for investment with a financial institution as defined in Section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990), and in securities listed on a stock exchange as defined in Section 1 of the Stock Exchange Control Act 1985 (Act No 1 of 1985);
- 20.9. submit annually, Income Tax returns together with Annual Financial Statement to the Tax Exemption Unit;
- 20.10. ensure that the remuneration paid to the employees of the Association is not excessive, but commensurate with the services performed and the working conditions.

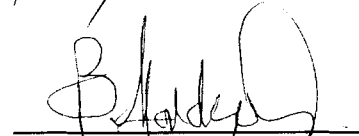
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21. Declaration

We, the undersigned founding members declare that the foregoing Constitution was adopted by the members of KINGSHURST at PORT ELIZABETH on 4 May 2017.



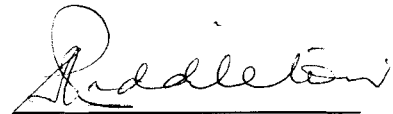
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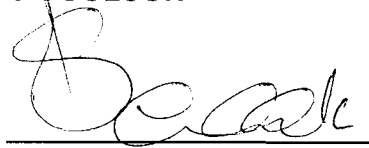
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