

# OUBAAI HOME OWNERS ASSOCIATION ANNUAL GENERAL MEETING 2024 PROPOSED CHANGES TO THE CONSTITUTION

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## **Add Definitions**

1.1.1 “Air Bnb” means a property rented out to guests by the member for short periods, as opposed to long-term leases or permanent residency. The property is often available for rent flexibly, allowing guests to book dates that suit their travel plans, typically via an online platform or verbal arrangement. Guests usually perform self-check-in. However, the owner or tenant living on-site.

1.1.7 “BnB” means a property is primarily a private residence, with the owner or operator living on-site.

1.1.8 “Business” typically refers to a business operation conducted from a residential or commercial property. It involves using part of the home or unit, such as a room, garage, or other designated space, for commercial activities, including bed and breakfast (B&B), Airbnb-type, Hotel, restaurant or Golf Club businesses.

1.1.37 “Long-Term Letting or Rental” typically refers to the leasing or renting out of a property for an extended period, often exceeding three months or 12 weeks under the same agreement. It involves a more extended commitment between the landlord or property owner and the tenant, focusing on providing stable and ongoing accommodation arrangements.

1.1.46 "Nuisance" refers to a condition, activity, or behaviour that interferes with the reasonable enjoyment of one's property or the surrounding environment. It can encompass a wide range of issues, including noise disturbances, odours, pollution, visual eyesores, or any other activity that causes inconvenience, annoyance, or harm to others.

1.1.48 “Continuous Offence” occurs when a resident subject to the rules and regulations repeatedly contravenes or fails to comply with any provisions, conditions, or directions outlined in those rules. In such cases, non-compliance or infringement is treated as a separate offence, regardless of whether it occurs within the same 24-hour period or spans multiple days.

1.1.59 “Short-Term Code of Conduct” is a set of guidelines and rules established for individuals residing in or visiting the Oubai community on a short-term basis. This code ensures that all residents and guests adhere to the community's standards of behaviour, promoting a harmonious and respectful environment for everyone. It typically covers noise levels, parking regulations, use of communal facilities, and general courtesy towards neighbours and other community members.

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1.1.60 "Short-Term Letting or Rental" means renting a house or a Village Unit to a resident for a brief period, typically ranging from a single night to a few weeks or any period shorter than 12 weeks under the same or multiple agreements.

1.1.61 "Short-Term Tenant" means an individual or group letting a property on short-term.

1.1.70 A "Vehicle" is a machine or conveyance designed or used for transporting people or goods from one place to another, including automobiles, trucks, buses, tractors, self-powered lawnmowers, motorcycles, and golf carts. Engines and electrical motors typically power vehicles.

5.11.10.2 All BnB's and Air BnB must be registered with the Association. Failure to comply with this requirement will result in penalties as set out in the Schedule of Transgressions.

5.11.10.4 Short-term tenants may arrange to have access granted to visitors or invitees by the relevant letting Member or their duly authorised agent, who shall, in their sole discretion, issue short-term tenants with the necessary, valid access codes.

5.11.10.5 Short-term tenants shall not be entitled to request the Association or any of their security officials to provide access for any visitors or invitees of any short-term tenants. All such access codes issued by a letting Member to short-term tenants shall not be valid beyond midnight on the date of issue and may only be used to enter/exit the Estate once.

5.11.10.6 No visitors or invitees of any short-term tenants shall be entitled to remain on the Estate overnight and, when exiting the Estate, may not do so on foot but must be driven to the Estate gates to exit the Estate.

5.11.10.7 Short-term tenants must sign the Oubai Short-term Code of Conduct and all individuals are expected to comply with it to maintain the quality and integrity of the Oubai community experience.

14.8 To investigate options and proposals to dispose of Common Property or an interest in land, or acquire additional land or an interest in land, for Members to evaluate and approve or reject by a special resolution passed at a meeting of the Association called for such purpose.

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**Amendments**

1.1.15 “Developer” means OUBAAI GOLF RESORT (PTY) LTD, a company duly registered and incorporated in terms of the Companies Act under registration number 1995/00010707, or its successors in title;

To

1.1.15 “Developer” means the Owner of Erf 1254. In the event of the Developer exercising its right to sell and transfer the Hotel without the consent of the Association, the Association reserves the right to conduct a thorough review of the new owner's qualifications, financial standing, and compliance with the rules and regulations of the Association. The Association may, at its discretion, transfer all arrear levies, interest and other amounts imposed by the Association on the owner of the Hotel. The Association further reserves the right to take any necessary legal actions to enforce compliance with these conditions and protect the Association from financial losses.

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1.1.17 “Design Review Committee” means a committee of at least three persons appointed by the Trustees, which shall consist of an Architect, the Estate Manager and an Independent person appointed by the Trustees;

To

1.1.17 “Design Review Committee” means a committee of at least three persons appointed by the Trustees, which shall consist of **the controlling Architect, the Estate Manager and the building compliance officer** ;

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1.1.35 “Life Style Centre” means the life style centre constructed on erf ~~1334~~, comprising of the gymnasium, the coffee shop, the driving range and the Pro Shop;

To

1.1.35 “Life Style Centre” means the life style centre constructed on erf **1254**, comprising of the gymnasium, the coffee shop, the driving range and the Pro Shop;

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1.1.36 “Levy” or “Levies” means the levy or levies referred to in ~~Clause Error! Reference source not found;~~

To

1.1.36 “Levy” or “Levies” means the levy or levies referred to in this document.

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5.1 Membership of the Association shall be limited to any party who is in terms of the Deeds Registries Act (and if applicable the Sectional Titles Act) reflected in the records of the Deeds Registry concerned as the registered owner of a Unit or an Erf ~~and the Developer whilst the Developer still owns land on the Estate.~~

To

5.1 Membership of the Association shall be limited to any party who is, in terms of the Deeds Registries Act (and if applicable, the Sectional Titles Act) reflected in the records of the Deeds Registry concerned as the registered owner of a Unit or an Erf.

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5.3 Membership of the Association shall be limited to the Developer and Registered Owners of Erven or Units in the township. For the sake of clarity:

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5.8.1 an undertaking by a proposed Member to comply with all the obligations imposed on Members in terms of the Constitution, which undertaking must be signed by the proposed Member and deposited with the Association prior to the Association issuing a clearance certificate or consent to transfer a Unit or Erf in favour of such a proposed Member from any existing Member, provided always that this paragraph will not apply in respect of the transfer or alienation by the Developer of an Erf or Unit in favour of a proposed member.

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5.10.10.1 enter into a written lease with the tenant in which the tenant is required to accept compliance with the Rules of the Township, and to give an undertaking that the tenant will abide by the Rules of the Township, and in which the tenant is required to report to the Association and register his full details for security reasons prior to the taking of occupation;

To

5.10.10.1 enter into a written lease with the tenant in which the tenant is required to accept compliance with the Rules of the Township, and to give an undertaking that the tenant will abide by the Rules of the Township, and in which the tenant is required to report to the Association and register his full details for security reasons prior to the taking of occupation **of the property and sign all the necessary indemnities if applicable;**

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5.10.10.2 A Member shall notify the Association in writing, in advance of the aforesaid occupation, the details of the person occupying the Member's property and the period of the lease or occupation.

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5.10.10.2 A Member shall notify the Association in writing, in advance of the aforesaid occupation, the details of the person occupying the Member's property and the period of the lease or occupation. **This includes short-term and long-term rentals.**

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6.25.2.3 take into account and effect a weighting and/or differentiation where a Unit or Erf is occupied by more than one household/family and/or where any business is conducted on or from the Unit or Erf (and if necessary, to impose additional Levies with respect thereto).

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6.25.2.3 take into account and effect a weighting and/or differentiation where a Unit or Erf is occupied by more than one household/family and/or where any business is conducted on or from the Unit or Erf (and if necessary **or deemed fit by Trustees**, to impose additional Levies with respect thereto).

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7.1 The Association, on behalf of all the Members, the Developer and the owners of the Golf Course, the Life Style Centre and the Hotel have a continuing and permanent interest to ensure that certain essential provisions are entrenched to ensure the proper management and control of the Township. Accordingly, and notwithstanding any provisions to the contrary which may exist elsewhere in this Constitution, none of the following provisions of clauses 7.1.1 (inclusive) may be deleted or varied in any way in terms of this Constitution (other than by means of a special resolution passed at a meeting of the Association, either in person or by means of a proxy, and with the consent of the Developer whilst the Developer owns land on the Estate).

To

7.1 The Association, on behalf of all the Members, ~~the Developer and~~ the owners of the Golf Course, the Life Style Centre and the Hotel have a continuing and permanent interest to ensure, that certain essential provisions are entrenched to ensure the proper management and control of the Township. Accordingly, and notwithstanding any provisions to the contrary which may exist elsewhere in this Constitution, none of the following provisions of clauses **Error! Reference source not found.** (inclusive) may be deleted or varied in any way in terms of this Constitution (other than by means of a special resolution passed at a meeting of the Association, either in person or by means of a proxy. ~~and with the consent of the Developer whilst the Developer owns land on the Estate).~~

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9.1.5 The liability of Members for such charges shall be in accordance with separate sub-meters serving the Erven of Members, including any Sectional Title Scheme, which the Association shall be entitled to install at the cost of such Member, as the case may be.

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To

9.1.5 The liability of Members for such charges shall be in accordance with separate sub-meters serving the Erven of Members, including any Sectional Title Scheme, which the Association shall be entitled to install at the cost of such Member, as the case may be. **The HOA reserves the right to install pre-paid electricity meters at its reasonable discretion.**