STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/14643
Our File Reference Number: Farm 81/33, Stellenbosch Division
Your Reference Number: None
Enquiries: Ulrich von Molendorff
Contact No: 021 – 808 8682
Email address: Ulrich.Vonmolendorff@stellenbosch.gov.za

**PER E-MAIL:** [redacted]

Sir / Madam

**APPLICATION FOR A DEPARTURE AND PEMISSION TO COMPLY WITH THE CONDITIONS OF APPROVAL: FARM 81/33, STELLENBOSCH DIVISION**

1. The above application refers.

2. The duly authorised decision maker has decided on the above application as follows:

   2.1 That the following application(s) in terms of Section 15(2) of the Stellenbosch Municipal Land Use Planning Bylaw, promulgated by notice number 354/2015, dated 20 October 2015 on Farm No. 81/33, Stellenbosch, namely:

   2.1.1 Departure application to permit a coverage of 60% and 65% in lieu of the 50% in terms of Section 15(2) of the said Bylaw, and

   2.1.2 Permission required in in terms of Section 15(I) of the said Bylaw, to comply with the conditions of approval dated 12/05/2023 & 13/04/2022 for the following:

   a) The estate's HOA Constitution.
   b) The estate's Architectural Guidelines.
   c) The Site Development Plan of typical dwelling units for Phases F + H and R.
   d) The Site Development Plan for the Access control gates with associated infrastructure.
   e) The Landscaping Plans for Phases F, H and R

**BE APPROVED** in terms of Section 60 of the said Bylaw and subject to conditions of approval.

3. **Conditions of approval:**

3.1 The approval only applies to the applications under consideration and shall not be construed as authority to depart from any other legal prescriptions or requirements from Council or other legislation or Bylaws or Regulations that may be applicable.

3.2 The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed use.

3.3 The Newinbosch Masters Association be established, and that the owner's association be subject to the Newinbosch Masters Association constitution, dated 8 May 2023, attached as **Annexure A**.

3.4 The development be designed and undertaken in accordance with the Newinbosch Neighbourhood Guidelines, dated 8 May 2023 and Version 2.8, Dated 2022-11-23, attached as **Annexure B**.

3.5 The development of Phases F, H and R, inclusive of the entrance gate shall be implemented substantially in accordance with the Typical Site Development Plans, (Plan No: CT1395_A_8-10), dated 23/11/2022, attached as **Annexure C.**

3.6 The landscaping be implemented substantially in accordance with the Landscaping Plan, applicable to **Phase F, H and R**, Plan No: IA/KG, dated 1 April 2022, attached as **Annexure D.** and prior to the issuing of a Section 28 Certification for any of the remainder phases that form part of the gated residential area of this development.

3.7 That the street names be in place and that the dwelling units completed be numbered prior to the issuing of an Occupancy Certification.

4. **The reasons for the above decision are as follows:**

4.1 The approval of the land use departure to exceed the allowable coverage will have no impact on the surrounding area as the residential units are not located on the erf boundary of the subject development.

4.2 The approval of the application will facilitate the implementation of the Land Use Approval granted which is in line with the relevant Council policies and criteria

5. That the application for the **Development Name, Street Names** and **Street Number Plan** for **Phases F, H & R** of the approved application for Rezoning, Subdivision, on Farm 81/33, Stellenbosch, as contemplated in Section 98 of the Stellenbosch Municipal Land Use Planning Bylaw 2015, and indicated on the plan with Reference Number 3629-P, Dated 20/04/2023, attached as **Annexure E.**

**BE APPROVED** in terms of the Policy on Naming and Renaming of Streets, Public Places, Natural Areas, Artifacts and Council-owned Buildings and Facilities for Stellenbosch (WC024).

6. The reasons for the above decision are as follows:

6.1 The proposal is in line with the Policy on Naming and Renaming of Streets, Public Places, Natural Areas, Artifacts and Council-owned Buildings and Facilities for Stellenbosch (WC024).

6.2 The approval only facilitates the implementation of the Land Use Approval.

7. **Matters to be noted:**

7.1 The provision of street name signage should comply with the requirements as prescribed in municipal guidelines and the policy on outdoor advertising and signage.

7.2 The display of street numbers must comply with Section 31 of the Roads and Streets By-Law, 2021.

7.3 It is the responsibility of the applicant to inform essential services, other relevant authorities and departments of the new street naming and numbering, e.g., the South African Police Service, Post Office, Telkom, emergency, and ambulance services, etc. after the registration of the properties.

7.4 Copies of the decision will be internally circulated to the municipal departments responsible for finance, fire management, engineering services and GIS for their action.

8. You are hereby informed in terms of section 79(2) of the Stellenbosch Municipal Land Use Planning Bylaw, 2015, of your right to appeal the above decision to the Appeal Authority within 21 days from the date of notification of the above decision. Please note that no late appeals or an extension of time for the submission of appeals are permitted in terms of Section 80(1)(a) of the said By-Law.

9. Appeals must be submitted with the prescribed information to satisfy the requirements of Section 80(2) of the said By-law, failing which the appeal will be invalid in terms of Section 81(1)(b) of the said By-Law. The following prescribed information is accordingly required:

(a) The personal particulars of the Appellant, including:

(I) First names and surname;
(II) ID number;
(III) Company of Legal person's name (if applicable)
(IV) Physical Address;
(V) Contact details, including a Cell number and E-Mail address;

(b) Reference to this correspondence and the relevant property details on which the appeal is submitted.

(c) The grounds of the appeal which may include the following grounds:

(i) that the administrative action was not procedurally fair as contemplated in the Promotion of Administrative Justice Act, 2000 (Act 3 of 2000);

(ii) grounds relating to the merits of the land development or land use application on which the appellant believes the authorised decision maker erred in coming to the conclusion it did.

(d) whether the appeal is lodged against the whole decision or a part of the decision;

(e) if the appeal is lodged against a part of the decision, a description of the part;

(f) if the appeal is lodged against a condition of approval, a description of the condition;

(g) the factual or legal findings that the appellant relies on;

(h) the relief sought by the appellant; and

(i) any issue that the appellant wishes the Appeal Authority to consider in making its decision;

(j) That the appeal includes the following declaration by the Appellant:

(i) The Appellant confirms that the information contained in the subject appeal and accompanied information and documentation is complete and correct

(ii) That the Appellant is aware that it is and offence in terms of Section 86(1)(d) of the said By-Law to supply particulars, information or answers in an appeal against a decision on an application, or in any documentation or representation related to an appeal, knowing it to be false, incorrect or misleading or not believing them to be correct.

10. Appeals must be addressed to the Municipal Manager and submitted to his/ her designated official by means of E-mail at the following address: landuse.appeals@stellenbosch.gov.za

11. Any party (applicant or other) who lodges an appeal must pay the applicable appeal fee in terms of the approved municipal tariffs and submit the proof of payment together with the appeal. The **LU** Reference number on this correspondence, or the applicable Erf/ Farm Number must be used as the reference for the payment of the appeal fee.

12. The approved tariff structure may be accessed and viewed on the municipal website (https://www.stellenbosch.gov.za/documents/finance/rates-and-tariffs) and the banking details for the General Account can also be accessed on the municipal website (https://www.stellenbosch.gov.za/documents/general/8314-stellenbosch-municipality-banking-details-1/file).

13. An applicant who lodge an appeal must also adhere to the following requirements stipulated in terms of section 80(3) to (7) of the said By-law:

(a) Simultaneously serve the appeal on any person who commented on the application concerned and any other person as the municipality may determine.

(b) The notice by the applicant must invite persons to comment on the appeal within 21 days from date of notification of the appeal.

(c) The notice must be served in accordance with section 35 of the said legislation and in accordance with the prescripts or such additional requirements as may be determined by the Municipality.

(d) Proof of serving the notification must be submitted to the Municipality at the above E-mail address within 14 days of serving the notification.

14. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.

15. Kindly note the above decision is suspended, and in the case of any approval, may therefore not be acted on, until such time as the period for lodging appeals has lapsed, any appeal has been finalised and you've been advised accordingly.

Yours faithfully

**FOR: DIRECTOR PLANNING AND ECONOMIC DEVELOPMENT**

23/5/2023

**DATE:**

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

# ANNEXURE A

# CONSTITUTION

## NEWINBOSCH MASTER HOMEOWNERS' ASSOCIATION

***[Subject to approval by Stellenbosch Municipality]***

## Index

## CONSTITUTION OF THE NEWINBOSCH MASTER HOMEOWNERS' ASSOCIATION


| NO. | CLAUSE HEADINGS | PAGE |
|---|---|---|
| 1 | DEFINITIONS | 1 |
| 2 | RECORDAL | 9 |
| 3 | COMMENCEMENT DATE | 9 |
| 4 | STATUS | 9 |
| 5 | OBJECTIVES | 10 |
| 6 | MEMBERSHIP | 13 |
| 7 | PHASES | 13 |
| 8 | MEMBERS' AND RESIDENTS' OBLIGATIONS | 14 |
| 9 | STATUS OF THE DEVELOPER | 17 |
| 10 | DEVELOPER'S RIGHTS | 18 |
| 11 | USE OF INTELLECTUAL PROPERTY | 19 |
| 12 | RIGHT OF FIRST REFUSAL | 19 |
| 13 | INCORPORATION OF FURTHER PHASES | 19 |
| 14 | TRANSFER OF PRIVATE SPACES ETC. | 20 |
| 15 | ACCESS TO THE DEVELOPMENT AND SERVITUDES | 20 |
| 16 | INTERNAL WORKS | 21 |
| 17 | THE GUIDE | 23 |
| 18 | MAINTENANCE OF PROPERTY | 24 |
| 19 | RESTRICTIONS | 26 |
| 20 | PRE-EMPTIVE RIGHT IN FAVOUR OF THE DEVELOPER | 29 |
| 21 | INCLUSIONARY HOUSING UNITS | 31 |
| 22 | REGULATION OF THE DEVELOPMENT | 32 |
| 23 | CLEARANCE FEE | 33 |
| 24 | LEVIES | 35 |
| 25 | ALIENATION AND OCCUPATION | 40 |


STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).

MUNICIPAL MANAGER 23/5/2023 DATE

| | | |
|---|---|---|
| 26 | CO-OWNERS AND BODIES CORPORATE OR SECTIONAL TITLE HOA | 42 |
| 27 | BREACH | 43 |
| 28 | TRUSTEES | 45 |
| 29 | FUNCTIONS, POWERS AND DUTIES OF TRUSTEES | 48 |
| 30 | PROCEEDINGS OF TRUSTEES | 50 |
| 31 | MANAGING AGENT | 53 |
| 32 | GENERAL MEETINGS OF THE ASSOCIATION | 54 |
| 33 | MEMBERS MEETINGS HELD BY WAY OF ELECTRONIC COMMUNICATION | 55 |
| 34 | NOTICES OF MEETINGS | 56 |
| 35 | PROXIES | 57 |
| 36 | QUORUM | 58 |
| 37 | AGENDA AT MEETINGS | 58 |
| 38 | PROCEDURE AT MEETINGS | 59 |
| 39 | VOTING | 59 |
| 40 | SPECIAL RESOLUTIONS | 63 |
| 41 | MINUTES OF MEETINGS OF THE ASSOCIATION | 65 |
| 42 | FINANCIAL YEAR END | 66 |
| 43 | ACCOUNTS | 66 |
| 44 | DEPOSIT AND INVESTMENT OF FUNDS | 67 |
| 45 | AUDIT | 67 |
| 46 | INDEMNITY | 68 |
| 47 | DEFAMATION PRIVILEGE | 68 |
| 48 | OWN RISK | 69 |
| 49 | ARBITRATION | 69 |
| 50 | DOMICILIUM | 71 |
| 51 | AMENDMENT | 72 |
| 52 | SECTIONAL TITLE HOAS | 73 |
| 53 | SUB-HOMEOWNERS' ASSOCIATIONS | 75 |
| 54 | DISSOLUTION OF ASSOCIATION | 76 |


STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).

MUNICIPAL MANAGER

23/5/2023
DATE

# CONSTITUTION OF THE NEWINBOSCH MASTER HOMEOWNERS' ASSOCIATION

## 1 DEFINITIONS

1.1 In this Constitution and unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

1.1.1 "**Alienate**" means in relation to any Erf or Unit, the transfer of any rights in respect thereof and, without derogating form the generality of the aforegoing, includes to alienate by way of sale, exchange, donation, deed, intestate succession, will, cession, assignment, court order, insolvency or liquidation, irrespective of whether such alienation is subject to a suspensive or resolutive condition and "**Alienation**" shall have a corresponding meaning;

1.1.2 "**Architect**" means the controlling architect or their successors or such Architects as appointed from time to time as such by the Developer during the Development Period and thereafter by the Association;

1.1.3 "**Association**" means the Newinbosch Master Homeowners' Association which is bound by the provisions of this Constitution;

1.1.4 "**Auditors**" means the Auditors of the Association;

1.1.5 "**Body Corporate**" means a body corporate of any Sectional Title Scheme falling within the Development;

1.1.6 "**Business Day**" means any day other than a Saturday, Sunday or South African public holiday;

1.1.7 "**Business Unit**" means any Erf or Unit zoned in terms of the Town Planning Scheme for commercial or business purposes or which is used for business purposes with the consent of the Local Authority and the Association;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

1.1.8 "**By-Law**" means the Local Authority's By-Law on Municipal Land Use Planning (as amended);

1.1.9 "**Chairperson**" means the chairperson of the Trustees appointed in terms of this Constitution from time to time;

1.1.10 "**Commencement Date**" means the first registration of transfer of an Erf from the Developer to an Owner

1.1.11 "**Common Property**" means –

1.1.11.1 in the case of an Erf on which a Sectional Title Scheme is developed, common property as defined in the Sectional Titles Act, which is not subject to an exclusive right of use by a member in terms of that Sectional Title Scheme;

1.1.11.2 the land registered in the name of the Association, including, but not limited to, Private Spaces;

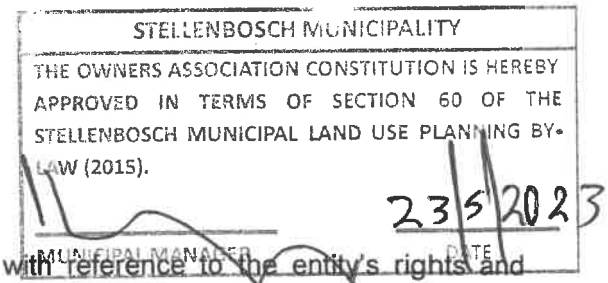
1.1.11.3 any portion of the Development which is not subject to an exclusive right in favour of a Member;

1.1.12 "**Constitution**" means this constitution which governs the Association, including all annexures hereto, as may be amended from time to time in accordance with its terms;

1.1.13 "**Contractor**" means a building contractor approved by the Association in terms of this Constitution in terms of criteria determined by the Association, and employed by a Registered Owner of an Erf or Unit for the construction of Improvements;

1.1.14 "**Developer**" means Cloetesdal Developments (Pty) Ltd, registration number 2018/281892/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa or

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE




such entity's successor in title with reference to the entity's rights and obligations as Developer;

1.1.15 "**Developer Trustee**" means a trustee appointed by the Developer;

1.1.16 "**Development**" means the mixed-use land development on Remainder Portion 33 of the farm Cloetesdal No 81 in the Municipality and Division of Stellenbosch, Province of the Western Cape and which is known as *Newinbosch Neighbourhood* to be developed in accordance with approval obtained from the Local Authority, generally in accordance with the Site Development Plan and includes all/any extension(s) of the township as contemplated herein;

1.1.17 "**Development Period**" means the period commencing on the Commencement Date and enduring until all the Erven have been transferred from the Developer; alternatively, on the date on which the Developer notifies the Association in writing that it terminates the Development Period;

1.1.18 "**Distressed Sale**" means –

1.1.18.1 a distressed sale or a sale in execution where a bank or financial institution as mortgage bond holder in respect of an Erf or Unit legally attaches and sells such Erf or Unit due to failure of the relevant Registered Owner to fulfil its obligations towards such mortgage bond holder;

1.1.18.2 a sale where a bank or financial institution as mortgage bond holder in respect of an Erf or Unit assists a Registered Owner with the sale of such Erf or Unit in accordance with the requirements of the relevant mortgage bond holder's formal programmes to assist distressed customers to sell their immovable properties in instances of failure of the relevant Registered Owner to fulfil its obligations towards the relevant mortgage bond holder; and/or

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

1.1.18.3 where a bank or financial institution as mortgage bond holder in respect of an Erf or Unit legally attached an Erf or Unit due to failure of the relevant Registered Owner to fulfil its obligations towards the said mortgage bond holder and took transfer of the said Erf or Unit and thereafter sold such Erf or Unit;

1.1.19 "**Estate Agent**" means an Estate Agent approved and listed by the Association in terms of this Constitution in terms of a criteria determined by the Association (if applicable) and contracted by an Owner of an Erf for the letting and/or reselling of his Erf or Erven;

1.1.20 "**Financial Year**" means the financial year of the Association, as determined by the Trustees from time to time;

1.1.21 "**Erf**" means every Erf that was created as a result of the subdivision of the land comprising the Development and "**Erven**" means the plural of Erf;

1.1.22 "**Guide**" means the design guidelines as approved by the Association and which have been prepared for and is applicable to the Development, including all/any amendments made thereto from time to time, provided such amendments are made in accordance with the provisions of clause 17.1 below;

1.1.23 "**Improvements**" means any structure of whatever nature constructed or erected or to be constructed or erected on an Erf or any changes to existing structures in relation to an Erf or a Unit;

1.1.24 "**Inclusionary Housing MOA**" means the written memorandum of agreement concluded between the Local Authority and the Developer in respect of the Inclusionary Housing Units;

1.1.25 "**Inclusionary Housing Units**" means the residential Units on the Development as agreed between the Local Authority and the Developer during the Development Period from time to time, which Units are subject to the provisions of clause 21 below and shall be marketed by the

Developer at a maximum purchase price per Unit as provided for in the Inclusionary Housing MOA and which purchase price may, if the Developer so elects, escalate from the date of signature of the Inclusionary Housing MOA to the date of marketing of such Unit by the Developer by the greater of CPI and BCI;

1.1.26 "**Levy**" means the levy referred to in clause 24 hereof;

1.1.27 "**Local Authority**" means the relevant local authority having jurisdiction over the Development which, at date of approval of the Development, is Stellenbosch Municipality;

1.1.28 "**Managing Agent**" means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association

1.1.29 "**Member**" means –

1.1.29.1 the Developer in its capacity as such during the Development Period;

1.1.29.2 all Registered Owners of any Erf and all Registered Owners of a subdivision of an Erf;

1.1.29.3 in respect of any Erf on which is established a Sectional Title Scheme, the Body Corporate or Sectional Title HOA (as the case may be) and the Registered Owners of any Units; and

1.1.29.4 in respect of any extension of the Development in respect of which a Sub-HOA is established, the Sub-HOA and the Registered Owners of any Erven in the Sub-HOA,

it being recorded that if a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations in terms of this Constitution;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

1.1.30 "**Member Trustee**" means a trustee appointed by the Members;

1.1.31 "**Neighbourhood Rules**" means such conduct and management rules as are made and amended from time to time by the Association in terms of the provisions hereof;

1.1.32 "**Ombud**" means the ombud appointed in terms of the Community Schemes Ombud Service Act No. 9 of 2011 (as amended);

1.1.33 "**Ordinary Resolution**" means a resolution passed at an annual general meeting or any other general meeting of the Association by an ordinary majority of the total votes represented at such meeting by members present in person or by proxy;

1.1.34 "**Private Spaces**" means all Erven on the Development which are identified as private roads, private open spaces, lakes, waterways and pathways;

1.1.35 "**Record Date**" means the date referred to in clause 32.4 below on which date the identity of the Members will be determined;

1.1.36 "**Registered Owner**" means the registered owner of an Erf or Unit or a share thereof who is, in terms of the Deeds Registries Act No 47 of 1937, as amended, reflected in the records of the Deeds Registry concerned as a registered owner or joint owner of the Erf or Unit;

1.1.37 "**Resident**" means any person lawfully occupying an Erf or Unit which shall include but not be limited to –

1.1.37.1 a Tenant; and /or

1.1.37.2 guests and employees of a Registered Owner or Tenant, as the case may be, and persons who reside with a Registered Owner or Tenant, as the case may be;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

1.1.38 **"Sectional Title HOA"** means any homeowners' association lawfully established in respect of a group of Sectional Title Schemes forming part of the Development;

1.1.39 **"Sectional Titles Act"** means the Sectional Titles Act No 95 of 1986, as amended;

1.1.40 **"Sectional Title Scheme"** means any scheme established in terms of the Provisions of the Sectional Titles Act;

1.1.41 **"Site Development Plan"** means the site development plan in respect of the Development, as approved by the Local Authority from time to time;

1.1.42 **"Special Resolution"** means a resolution passed at an annual general meeting or any other general meeting of the Association by a special majority, i.e. two thirds of the total votes represented at such meeting by members present in person or by proxy;

1.1.43 **"Sub-HOA"** means any homeowners' association lawfully established as a result of any extensions of the Development and which Sub-HOA will be subject to this Constitution;

1.1.44 **"Tenant"** means a person leasing an Erf or a Unit from the Registered Owner thereof;

1.1.45 **"Town Planning Scheme"** means an operative town planning scheme applicable to the Development from time to time;

1.1.46 **"Trustee"** means the Developer Trustees and the Member Trustees of the Association, collectively from time to time and includes alternate and co-opted Trustees;

1.1.47 **"Unit"** means a unit as that term is defined in the Sectional Titles Act;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

1.2 The clause headings are for convenience and shall be disregarded in construing this Constitution.

1.3 Unless the context clearly indicates a contrary intention:

1.3.1 the singular shall include the plural and vice versa; and

1.3.2 a reference to any one gender shall include the other genders; and

1.3.3 a reference to natural persons includes legal persons and vice versa.

1.4 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.

1.5 When any number of days is prescribed in this Constitution, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

1.6 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

1.7 If any provision of this Constitution is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Constitution.

1.8 If any provision in a definition in this Constitution is a substantive provision conferring rights or imposing obligations on any of the Members then, notwithstanding that it is only in the definition clause of this Constitution, effect shall be given to it as if it were a substantive provision in the body of this Constitution.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

1.9 The annexures to this Constitution are deemed to be incorporated in and form part of this Constitution.

## 2 RECORDAL

2.1 The Local Authority when approving the application for subdivision to allow the Development, imposed a condition in terms of section 29 of the By-Law whereby the Owner of each subdivided portion of the immovable property comprising the Development and all successors in title shall be members of a homeowners association in respect of the Development.

2.2 The Developer is desirous of establishing the Association for regulating and controlling harmonious development of the Development and for the promotion, advancement and protection of the communal interests of all owners and occupiers of the Development.

## 3 COMMENCEMENT DATE

The Association, as contemplated in terms of section 29 of the By-Law, will come into existence on the Commencement Date, i.e. simultaneously with the first registration of transfer of an Erf from the Developer to a Registered Owner.

## 4 STATUS

4.1 The Association shall:

4.1.1 have legal personality and be capable of suing and being sued in its own name; and

4.1.2 not operate for profit but for the benefit of the Members.

4.2 No Member in his personal capacity shall have any right, title or interest to or in the funds or assets of the Association which shall vest in and be controlled by the Trustees in their collective capacities as such.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER 23/5/2023 DATE

## 5 OBJECTIVES

5.1 The Association shall have as it objectives:

5.1.1 to ensure compliance with the conditions for subdivision imposed by the Local Authority when approving the Development and, more specifically –

5.1.1.1 to oversee, maintain and control the Development;

5.1.1.2 ensure the general high standard of the Development;

5.1.1.3 generally to carry on, promote, advance and protect the communal interest of the Members, and in particular in so promoting such communal interests to provide, promote and maintain essential and community services, amenities and activities within the Development; and

5.1.1.4 to manage the collective interest common to all its Members, which includes expenditure applicable to the Common Property and the collection of levies for which Members are liable;

5.1.2 the regulation and control of harmonious development of the Development;

5.1.3 to implement and maintain security measures and systems for controlled access to the Development;

5.1.4 to establish an alternative energy system for the Development;

5.1.5 to incorporate any adjoining property/ies into and within the ambit of the Association and to incorporate owners of any such adjoining property/ies and any subdivisions thereof as Members of the Association;

5.1.6 to promote a high standard of Improvements on the Development;

5.1.7 to administer and enforce the Guide;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER 10 23/5/2023 DATE

5.1.8 to ensure the maintenance, upkeep, upgrading and installation, where required, of the Association's infrastructure, the common services serving the Development, such as, but not limited to, the sewerage and drinking water reticulation system (if applicable) and storm water systems, security fences and Private Spaces, according to the Site Development Plan. It is recorded, however, that if the Developer or the Association is unable to secure a reliable alternative energy system for the Development the electricity infrastructure of the electricity network will be transferred to the Local Authority, but if the Developer or the Association secures an alternative energy system for the Development, the reticulation will be owned by the Association and leased to an energy and utility company;

5.1.9 the payment of the bulk water and sewerage accounts jointly with Registered Owners in the Development;

5.1.10 to enter into service agreements with the Local Authority or any other authority or supplier of services;

5.1.11 ensuring adherence to drought restrictions and conditions as and when imposed by the Local Authority;

5.1.12 managing and maintaining individual water connections, including water meters to each individual Erf and the sub-bulk water(s) to the Development;

5.1.13 to control the transfer of Erven and Units in the Development;

5.1.14 to ensure adherence to the conditions imposed by the Local Authority in respect of any Erf and Unit;

5.1.15 to ensure adherence to the conditions imposed by the Developer in the agreement of sale between the Developer and the first Registered Owner of an Erf or Unit;

5.1.16 to manage and maintain the pathways within the Development;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

5.1.17 to take transfer of, maintain and insure, where necessary, the roads, the Private Spaces and improvements thereupon in the Development and control the usage thereof and of the facilities belonging to the Association or falling under its control.

5.1.18 to register where necessary various service servitudes over Private Areas in favour of the Local Authority or private utility service providers and to register servitudes in favour of the Erven in the Development over other land owned by the Association as are from time to time required;

5.1.19 the preservation of the natural environment, including vegetation and flora and fauna on the Development;

5.1.20 to regulate the conduct of any person and the prevention of nuisance of any nature to any person within the Development;

5.1.21 to introduce traffic calming measures and to enforce such measures by issuing fines to any person who fails to adhere to such measures;

5.1.22 to impose fines and other penalties that may be payable by and enforced against Members, Residents, any occupants of any Erf or Unit or any visitor to the Development;

5.1.23 in order to give effect to the abovementioned objects, to make rules to accomplish these objectives;

5.1.24 control over and maintenance of buildings, services or amenities arising from the subdivision of the Development;

5.1.25 the enforcement of conditions of approval or management plans;

5.1.26 the implementation and enforcement of the provisions of this Constitution.

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).

MUNICIPAL MANAGER 23/5/2023 DATE

5.2 The Association shall have the power to do all such acts as are necessary to accomplish the fulfilment of the afore going objects, including, but not restricted, to powers specifically contained in this Constitution.

## 6 MEMBERSHIP

6.1 The Association shall have as its Members:

6.1.1 the Developer for as long as the Developer remains a Registered Owner of any portion of the Development and, without detracting from the generality of the afore going, specifically including any Erf;

6.1.2 every Registered Owner upon registration of transfer of an Erf or Unit into his name provided that where a Registered Owner comprises more than one person, such persons shall be deemed jointly to be one Member of the Association and shall be responsible jointly and severally for the obligations of such membership. A Registered Owner of an Erf or Unit shall be a Member of the Association until he ceases to be the registered Owner of such Erf or Unit;

6.1.3 in respect of any Erf on which is established a Sectional Title Scheme, the Body Corporate of that Sectional Title Scheme and the individual owners of Units; and

6.1.4 in respect of any extension of the Development in respect of which a Sub-HOA is established, such Sub-HOA and the individual owners of Erven in such extension.

## 7 PHASES

7.1 The Developer intends to develop and market the Development in phases as the Developer deems fit and in accordance with the Local Authority's requirements and, for the duration of the Development Period, the Developer shall enjoy unrestricted rights with regard to the marketing of the Development and, in particular, the right to erect signage within and outside the Development.



STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

7.2 The Developer shall have the right to market and develop any products including turnkey products and sectional title scheme developments on the Development.

7.3 The Developer shall, in its absolute discretion, be entitled to apply for and subject to approval by the Local Authority, vary the layout and/or zoning and/or size and/or boundaries of Erven and/or the extent and position of streets comprising the Development and Members shall be bound thereby and shall have no claim of whatever nature against the Developer arising therefrom, provided that the Developer shall not be entitled to change an Erf which has been sold by the Developer in any other way than that provided for in the Deed of Sale in respect of such Erf. Insofar as the consent of a Member is required for any of the afore going, the Developer (represented by any one of its Directors) is irrevocably granted a power of attorney to grant any/all such consents on behalf of Members, as may be required.

## 8 MEMBERS' AND RESIDENTS' OBLIGATIONS

8.1 Every Member and Resident, insofar as may be applicable, is obliged to comply with:

8.1.1 the provisions of this Constitution and all rules or regulations passed by the Association or the Trustees;

8.1.2 the provisions of the Guide;

8.1.3 any agreement concluded by the Association insofar as such agreement may directly or indirectly impose obligations on a Member or Resident;

8.1.4 any directive given by the Association and/or the Trustees in enforcing the provisions of this Constitution.

8.2 The rights and obligations of a Member are not transferable and every Member shall:

8.2.1 to the best of his ability, further the objects and interests of the Association;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

8.2.2 observe all directives made or given by the Association and/or the Trustees.

8.3 The Members shall be jointly liable for expenditure incurred in connection with the Association as more fully later referred to herein.

8.4 A Member shall not be entitled to alienate or transfer an Erf without the written consent of the Trustees which consent shall not be unreasonably withheld provided there has been compliance with the provisions of this Constitution.

8.5 Such consent by the Association in terms of clause 8.4 above shall be withheld if –

8.5.1 the Member in question is indebted to the Association in respect of Levies or any other amounts which the Association may in terms of this Constitution be entitled to claim from him, i.e. if the Association has not issued a clearance that all amounts owing to the Association by such Member have been paid;

8.5.2 the Member as member of a Body Corporate is indebted to such Body Corporate in respect of any amounts which the Body Corporate may be entitled to claim from him, i.e. if the Body Corporate has not issued a clearance that all amounts owing to it by such Member as a member of the Body Corporate have been paid to it;

8.5.3 the Member as a member of a Sectional Title HOA is indebted to such Sectional Title HOA in respect of any amounts which the Sectional Title HOA may be entitled to claim from him, i.e. if the Sectional Title HOA has not issued a clearance that all amounts owing to it by such Member as a member of the Sectional Title HOA have been paid to it;

8.5.4 the Member as a member of a Sub-HOA is indebted to such Sub-HOA in respect of any amounts which the Sub-HOA may be entitled to claim from him, i.e. if the Sub-HOA has not issued a clearance that all amounts owing to it by such Member as a member of the Sub-HOA have been paid to it;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

8.5.5 in the case of an Erf, the proposed transferee has not agreed in writing to become a Member of the Association and to observe the Constitution for the duration of his ownership of the Erf;

8.5.6 in the case of a Unit, the proposed transferee has not agreed in writing to become a member of the applicable Body Corporate or Sectional Title HOA and to observe the Constitution for the duration of his ownership of the Unit;

8.5.7 the proposed transferee does not acknowledge that upon the registration of the Erf or Unit (as the case may be) into his name, he shall ipso facto become a Member of the Association;

8.5.8 the proposed transferee does not acknowledge that upon the registration of the Unit into his name, he shall *ipso facto* become a member of the applicable Body Corporate or Sectional Title HOA; and

8.5.9 in those cases where an Erf or Unit is owned jointly and subject to an arrangement whereby the co-owners are entitled to occupy the Erf or Unit at particular times during the year, the Association is not satisfied that the transferee of an undivided share in the Erf or Unit is aware of such arrangements and has bound himself thereby.

8.6 A Member, other than the Developer, shall not consolidate or subdivide an Erf with one or more Erven without the prior written consent of the Association.

8.7 When granting a request for consolidation of Erven, the Association reserves the right to impose conditions regarding the building parameters of the property and levies payable so as to ensure that the levy base of the Association is not unduly compromised.

8.8 This will, however, not limit the rights of the Developer to consolidate Erven that have not been transferred.

8.9 No Member shall let or otherwise part with occupation of his Erf or Unit without the consent of the Association, which consent shall only be withheld if the



STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER DATE

Association is not satisfied that the provisions of the Neighbourhood Rules, and any other by-rules or regulations made in terms of this Constitution, have been complied with and/or is not satisfied that the Resident of the Erf or Unit has in writing agreed to be bound by same.

8.10 A Member may not resign from the Association.

8.11 The provisions of this Constitution shall be binding upon all Members, persons on the Development and Residents

## 9 STATUS OF THE DEVELOPER

9.1 No person or any Member or Resident of the Association shall prevent or hinder in any way the Developer from –

9.1.1 gaining access to and egress from the Development;

9.1.2 continuing its building and/or construction operations at the Development;

9.1.3 marketing and selling any Erven and Units;

9.1.4 generally carrying on its business operations, provided that the provisions of clause 9.1.1 shall not be interpreted as allowing the Developer access onto any of the Erven already transferred to a Member unless 48 hours prior written notice has been given to the Member concerned, unless such access is required to conduct its normal building operations or to inspect work in progress. The Developer shall make good any subsequent damage to plants, property or improvements thereon to the satisfaction of the Member. No Member shall be entitled to refuse the Developer immediate access if the required notice has been given;

9.1.5 having the sole right of appointment and dismissal of any Managing Agent during the Development Period.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

9.2 The Developer has reserved the right and shall be entitled to build and establish on the Development hospitality amenities, a farm, an irrigation and recreational dam; a greywater system a solar plant (if approved by the Local Authority) and related infrastructure; a pre-school, sport, retail and commercial properties, lifestyle and recreational facilities and amenities as it in its sole discretion deems fit, subject to Local Authority approval, where necessary. The Developer has furthermore reserved the right to subdivide from the Development any of the sites for such aforesaid amenities and facilities as separate Erven and shall be entitled to dispose of and/or operate the aforementioned amenities and facilities for its own benefit, separate and independent from the remainder of the Development.

9.3 The Developer has reserved the right in its sole discretion, to establish and locate the amenities and facilities referred to in clause 9.2 on any portion of the Development, save such Erven that have already been sold to Owners other that the Developer, with the approval of the Local Authority.

9.4 The Association will not be entitled to change, amend or impact on the rights of the Developer or his successors in title in respect of the amenities and facilities referred to in clause 9.2 above without obtaining the written consent of the Developer or his successors in title beforehand.

## 10 DEVELOPER'S RIGHTS

10.1 If the Developer Alienates all its rights in and title to all undeveloped land still vested in it at the time of the transaction to a single transferee, then the Developer shall be entitled to cede to such transferee all its rights and powers in terms of this Constitution without requiring the consent of the Association or any of the Members and the transferee shall be entitled to exercise all such rights and powers upon transfer of the Developer's rights in and title to all the remaining undeveloped land still vested in the Developer to the transferee.

10.2 The Developer may at any time after the construction of such number of dwellings or Sectional Title Schemes as it may determine, abandon in whole or in part the particular rights conferred upon it during the Development Period.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

provided that nothing herein contained shall be construed as depriving the Developer of any rights it may have in terms hereof as an ordinary Member.

## 11 USE OF INTELLECTUAL PROPERTY

Nothing in this Constitution shall grant Member or Resident any right, title or interest in and to the intellectual property of the Developer and/or any other entity in respect of the Development, including but not limited to the trade name, brand and logo associated with "*Newinbosch*".

## 12 RIGHT OF FIRST REFUSAL

Should the Developer, or its successors in title, decide to sell any non-residential Erf; the Association shall have a right of first refusal for a period of 60 (sixty) days after receipt by the Association of a written offer to buy such Erf from the Developer. This clause will not be applicable should the Developer wish to sell such Erf to one of its subsidiaries, a related party or its holding company, as these terms are defined in the Companies Act No. 71 of 2008 or to the Developer's successor in title or any entity to whom the Developer has ceded its rights and obligations in terms of this Constitution.

## 13 INCORPORATION OF FURTHER PHASES

The Developer has a continuing and permanent interest to ensure that certain basic provisions are entrenched in perpetuity to ensure the success of the Development. Accordingly, none of the following provisions may be deleted or varied in any way, in terms of clause 51 without the prior written consent of the Developer –

13.1 the Developer has the right at any time and from time to time to extend or alter the area or composition of the Development by requiring the Association to incorporate into the Development any part/s of any adjoining properties (developed or not) owned by the Developer from time to time as further phases of the Development which the Developer shall be entitled to develop as it may deem fit;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

13.2 should any further property be incorporated into the Development, the Developer shall be entitled to require that the first and all subsequent Owners of Erven therein become Members of the Association in respect of those parts from such date as the Developer may determine, and on the same terms and conditions as are applicable to the other Members of the Association. The Members shall be bound by any such requirement of the Developer.

## 14 TRANSFER OF PRIVATE SPACES ETC.

14.1 The Developer shall, free of consideration and at its cost, transfer to the Association the Private Spaces and land required for services indicated on the Site Development Plan and the risk there-in shall pass to the Association upon transfer thereof to the Association where after the maintenance and upkeep shall be the responsibility of the Association as well as liability for rates and taxes and all charges attaching thereto.

14.2 The transfer of Private Spaces to the Association in terms of clause 14.1 will occur in accordance with the phasing plan approved by the Local Authority in respect of the Development, i.e. on or before transfer of the first Erf or Unit from the Developer to a third party purchaser.

## 15 ACCESS TO THE DEVELOPMENT AND SERVITUDES

15.1 There shall be at least one permanent entrance to the Development.

15.2 It is recorded that officials, employees and contractors employed by the Association, Local Authority and/or any public service company shall, at all times, have reasonable access to the Erven and Private Spaces for purposes of inspecting and/or maintaining all services.

15.3 In as much as any recreational facilities, the urban farm at the Grappa Shed on the Development, the pre-school, and other facilities and amenities referred to in clause 9.2 above fall within the Development and access thereto will be necessitated via Private Spaces, the Association shall be obliged and is hereby irrevocably authorized and empowered on behalf of the Members to give access



STELLENBOSCH MUNICIPALITY
OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

over Private Spaces to and in favour of such recreational facilities, the urban farm at the Grappa Shed on the Development, the pre-school, and other facilities and amenities aforesaid.

15.4 The Developer shall have the right to register servitudes in respect of the installation of civil services over the Private Areas and/or Erven in the Development. The Association shall accordingly be obliged and is hereby irrevocably authorised and empowered on behalf of the Members to grant the registration of such servitudes over Private Areas. In the event of such services being installed by the Developer it will retain the obligation to restore the Association property or private property after installation of such services.

15.5 The Association shall do all things necessary to ensure that the employees, contractors or authorised representatives of Eskom and the Local Authority shall have 24 hour access any day of the week to the Development in order to erect, inspect, maintain or replace infrastructure of the electrical substations on the relevant subdivided portions of the Development on which such substations are erected.

## 16 INTERNAL WORKS

16.1 All water network, electrical network, sewer network, storm-water network and road network components shall be a private combined system and shall be indicated as such on all documents and plans and the Developer will have an obligation to transfer any such private owned networks to the Association.

16.2 For the avoidance of doubt, it is recorded that if the electricity infrastructure is transferred to the Local Authority, it will be owned and maintained by the Local Authority and all Members must apply for their electricity connection directly from the Local Authority subject to all the terms conditions and fees of the Local Authority. Faults must be reported directly to the Local Authority.

16.3 All private combined systems (including but not limited to water, sewers, storm-water, roads, and irrigation) shall be a joint and several responsibility (including

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

but not limited to the administration of the joint account and operation and maintenance of the relevant systems) of the Members.

16.4 All internal works (including but not limited to water, sewers, storm-water, roads, and irrigation) on the Development shall be constructed in accordance with the operational infrastructure management plan approved by the Local Authority.

16.5 The Developer or its nominee ("**the Solar System Owner**") reserves the right to install and own a solar panel hardware system (including all generator(s), inverters and batteries) ("**Solar Panel Systems**") on all the buildings in the Development ("**Buildings**"), subject to approval by the Local Authority (if required).

16.6 Each Member and Resident shall give reasonable access to the Solar System Owner to maintain and replace the Solar Panel Systems installed on the Buildings if and when required in the reasonable opinion of the Solar System Owner.

16.7 Each Member agrees, acknowledges and undertakes (where applicable as a *stipulatio alteri*) in favour of the Solar System Owner that –

16.7.1 the Solar System Owner, as owner of the Solar Panel Systems, may, if it so elects in its sole and absolute discretion, register an access servitude over the Property and the Buildings to ensure that the Solar System Owner has access to and can inspect and properly maintain the Solar Panel System; and

16.7.2 as security for the undertaking given above, each Member hereby nominates and appoints any director of the Solar System Owner to be its lawful attorney and agent *in rem suam* to sign any documents required for the registration of such servitude. Each Member furthermore undertakes to ratify and confirm whatever the aforesaid attorney does or purports to do in good faith in the exercise of any power confirmed in this clause.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 22 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015)
MUNICIPAL MANAGER
23/5/2023
DATE

## 17 THE GUIDE

17.1 The Guide may be amended, substituted, added to or repealed only at the instance of the Developer during the Development Period and, thereafter, by the Association.

17.2 All landscaping, plants and all Improvements shall be of approved design and of sound construction and shall comply with the provisions of the Guide.

17.3 No construction or erection of Improvements on an Erf may commence prior to the approval of plans for such Improvements and, in this regard –

17.3.1 a full set of proposed building plans which indicate both construction and design details shall be submitted to the Association for approval by the Architect;

17.3.2 thereafter, the approved plans shall be submitted to the Local Authority for approval;

17.3.3 having obtained the approval of the Local Authority, the Member shall comply with all conditions and standards imposed by the Local Authority insofar as these may be additional to the requirements of the Guide read with the plans; and

17.3.4 the scrutiny fee payable to the Architect will be paid by the Member, such scrutiny fee to be determined by the Trustees, from time to time.

17.4 Approval of building plans will not be granted by the Local Authority without the prior written approval of the Architect thereto which approval shall be evidenced by an endorsement by the Architect.

17.5 No Improvements may be effected by a Member other than by a Contractor. The Association has to approve a Contractor before such Contractor can commence work on any Improvements or the Association shall designate a list of

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

Contractors who will be allowed to do building work of whatever nature and effect Improvements in the Development.

17.6 In order to ensure that prospective purchasers or tenants are correctly advised of their rights and obligations relative to the Development, Members who wish to re-sell or let their properties, are obliged to appoint an Estate Agent who is accredited by the Association.

17.7 A Member will have no claim for damages or loss against the Developer or the Association, arising from whatever cause as a result of any acts or omissions of a Contractor and hereby indemnifies the Developer and Association against any claim from any third party arising from the construction of such Improvements.

## 18 MAINTENANCE OF PROPERTY

Each Member and Resident, insofar as may be applicable, shall –

18.1 maintain his Erf and/or Unit in accordance with the Guide and the Neighbourhood Rules respectively;

18.2 maintain in a neat and tidy condition and in a state of good repair all Improvements on his Erf;

18.3 establish and maintain a garden according to a standard acceptable to the Association, as well as maintaining the road verge bordering his Erf, in terms of the Guide;

18.4 be responsible for the maintenance of external and boundary walling inclusive of regular painting thereof, provided that this obligation shall only be applicable to Members;

18.5 not do or suffer to be done on any Erf or in any Unit anything which, in the opinion of the Trustees, is noisome, unsightly, injurious, objectionable or detrimental or a public or private nuisance or a source of damage or disturbance to any Member or Resident of any Erf or Unit in the Development;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

18.6 conform to the prescripts of the Guide in connection with the erection of a builder's board provided that this obligation shall only be applicable to Members;

18.7 adequately insure the Improvements on his Erf and/or his Unit and, if requested by the Trustees, furnish proof of such insurance to them and, in the event of total/partial destruction, he shall, within a reasonable time period, make good such damage or attend to such reconstruction as may be required to restore the Improvements to the state indicated on the original approved plans or, in the event of total destruction, to construct new Improvements in accordance with the Guide and the provisions of this Constitution, provided that this obligation shall only be applicable to Members;

18.8 where the erection of structures to house animals or the construction/erection of garden/tool shed(s) is permitted, such structures shall be screened from public view and the animals or birds so housed shall not constitute a disturbance or nuisance to Members or their tenants or occupiers and the Trustees shall, in their absolute discretion, be entitled to require the permanent removal from the Development of any animal which, in the opinion of the Trustees, constitutes a disturbance or nuisance;

18.9 comply with all security procedures implemented from time to time;

18.10 adhere strictly to the terms of servitudes granting access to Erven;

18.11 ensure that he and his invitees do not damage or destroy trees, vegetation and landscaping on Private Spaces or open areas of the Development and that planting on his Erf and/or Unit does not interfere with pedestrian traffic or obscure the vision of motorists;

18.12 tolerate access to irrigation pipe lines by owners of these lines, their employees and/or contractors;

18.13 not erect any structure over any part of the sewerage system;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
25
23/5/2023
DATE

18.14 pay the necessary fees as set out in the Guide, before the commencement of any building operations on his Erf and/or in respect of his Unit. These fees can be amended by the Association from time to time, provided that this obligation shall only be applicable to Members;

## 19 RESTRICTIONS

19.1 Subject to the provisions set out hereunder, no Member shall apply for the rezoning of his Erf or Unit (whichever is applicable) with a view to procuring a variation or amendment or substitution of use rights and shall not be entitled to use his Erf or Unit (as the case may be) for any purpose other than the permitted use applicable upon establishment of the Development.

19.2 For the avoidance of doubt, short term letting, i.e. for less than 30 (thirty) days will be allowed subject to approval by the Association on such terms as provided for in the Neighbourhood Rules promulgated by the Trustees form time to time.

19.3 No Member or Resident shall conduct any business on an Erf or Unit (as the case may be) other than the uses envisaged here-in or use his Erf or Unit for purposes other than residential purposes unless the Trustees have approved the use to which the Erf or Unit is to be put in writing and the Local Authority has, to the extent that it may be necessary, granted the necessary approvals authorizing such use in terms of applicable laws and regulations and there has been compliance with the following –

19.3.1 any Member wishing to conduct a business on his Erf or Unit or who wishes to use his Erf or Unit for purposes other than residential, shall apply in writing to the Trustees for permission to do so. The Trustees shall be entitled in their absolute discretion to refuse such application or to approve the application unconditionally or to approve the application subject to such conditions as the Trustees deem necessary;

19.3.2 an application in terms of the afore going shall contain a full description of the proposed business or usage, including but not limited to –

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

19.3.2.1 the type of business;

19.3.2.2 the number of full-time and/or part-time staff;

19.3.2.3 the times and duration of the business operation, including the number of days per week;

19.3.2.4 the projected growth of the business operation;

19.3.2.5 whether any alteration to the existing Improvements is proposed;

19.3.2.6 in which portion of the Improvements the business activity is to be located;

19.3.2.7 the number and type of vehicles which will be regularly involved in the business operation;

19.3.2.8 the estimated number of visitors per week resulting from the business operation;

19.3.2.9 the estimated number of deliveries necessitated by the business operation;

19.3.2.10 what provision is to be made for parking; and

19.3.2.11 the likely impact of the business operation on neighbouring properties and the neighbourhood in general;

19.3.3 the Trustees shall not approve any such application unless they are satisfied that the application complies with the following –

19.3.3.1 the business operation will not detrimentally alter the character of the neighbourhood or affect the privacy and rights of neighbours;

19.3.3.2 the number of employees involved in the running of the business operation will not exceed 2 (two);

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 70 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

19.3.3.3 the Member will reside permanently on the Erf or Unit in respect whereof the application is made;

19.3.3.4 comment has been obtained from the Members who are affected by the application and made available for consideration by the Trustees;

19.3.3.5 adequate provision has been made for parking within the Erf and the landscaping of the Erf will be suitable for the type of business contemplated and that no parking of vehicles off the Erf within the Development will result from the business operation;

19.3.3.6 the granting of the application will not have any significant effect on the density of traffic in the Development;

19.3.3.7 non-residents will not be afforded uncontrolled access into the Development;

19.3.3.8 no signage will be erected;

19.3.3.9 the hours of the business operation will be confined between 08:00 and 18:00 on weekdays and no business will be conducted on Saturdays, Sundays and proclaimed public holidays;

19.3.4 should any Member to whom permission has been granted for the conduct of a business change any aspect of such business then such Member shall submit a new application in accordance with the provisions hereof to continue such business;

19.3.5 no Member to whom approval has been granted shall be entitled to erect any sign or advertisement on his Erf or Unit or on any of the Common Property in connection with such business save with the approval of the Association; and

19.3.6 the Trustees shall not at any time or under any circumstances be entitled to approve the use of an Erf or Unit for the supply of temporary

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

accommodation for consideration, other than in respect of any guesthouses which may be established by the Developer.

19.4 No Member shall be entitled to –

19.4.1 at any time operate a guest house on his Erf or Unit, provided that this prohibition shall not apply to any guest houses operated by the Developer or his successors in title from time to time where the necessary zoning approval has been obtained in respect of such guest houses; and/or

19.4.2 lease his Erf or Unit for any period less than 3 days,

without the approval of the Trustees and subject to the provisions of the Guide.

19.5 Notwithstanding anything else herein contained, the Developer shall be entitled to have commercial offices on the Development in which it can conduct its business activities and shall be entitled to do all things reasonably necessary to lawfully establish such offices on the Development.

19.6 No Member shall permit the number of occupants of his Erf or Unit to exceed 2 (two) persons per bedroom. The word "occupants" shall include but shall not be limited to any person who resides or stays on such Erf or Unit on a regular or occasional basis irrespective of whether such person is related to or is financially dependent upon the Member or whether such person pays rental or gives any other form of consideration in respect of such Erf or Unit or any portion thereof.

## 20 PRE-EMPTIVE RIGHT IN FAVOUR OF THE DEVELOPER

20.1 A Member shall not in any manner Alienate an Erf or a Unit (as the case may be) unless he shall first, in writing, have offered it for sale to the Developer who, for a period of 7 (seven) days calculated from the date of receipt of the offer, shall have the right to purchase the Erf of Unit upon the terms and conditions offered to it.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

20.2 Should the Developer fail to accept the offer within the said 14 (fourteen) day period or waive its right to do so, in writing, before expiry of the aforesaid period, the Member may accept any other written offer which he may have received for the Erf or Unit, the terms and conditions whereof he had conveyed to the Developer, provided that the price and/or terms are no more beneficial to the purchaser than those offered to the Developer, any variation of the price and/or terms and conditions being regarded as a fresh offer which the Member shall again be obliged to convey to the Developer and to which the provisions of clause 20.1 above shall apply *mutatis mutandis*.

20.3 If there is no offer in existence which the Member can accept at the time he decides to Alienate his Erf or Unit, the Member shall appoint the Developer's nominated estate agents as his agent with a sole mandate or joint sole mandate (if the Developer nominates more than one estate agent) for a period of 90 (ninety) days to sell the Erf or Unit to a third party. Such appointment shall be upon the usual terms and conditions of the said nominated estate agent/s and shall include a provision for payment of commission to such nominated estate agent/s of the Developer at the rate prescribed in the then current guideline of the Institute of Estate Agents of South Africa or its successors in office. If the Erf or Unit is not sold within the aforesaid 90 (ninety) day period or such extended period as may be agreed between the Member and the said nominated estate agent/s in writing, the Member shall be entitled to appoint another estate agent to sell the Erf or Unit. The provisions of clause 20.1 above shall apply *mutatis mutandis* to any offer for the Erf or Unit which may be obtained in the manner contemplated in this clause 20.3.

20.4 The Alienation by a shareholder of his shares in a company owning an Erf or Unit, or by a person of his member's interest in a Close Corporation owning an Erf or a Unit, or by a beneficiary of his interest in a Trust owning an Erf or Unit, shall be deemed to be the Alienation of an Erf or Unit and the provisions of clauses 20.1 to 20.3 above shall apply *mutatis mutandis* to such transaction.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
30
23/5/2023
MUNICIPAL MANAGER DATE

## 21 INCLUSIONARY HOUSING UNITS

21.1 For purposes of this clause 21 the following words shall have the meaning ascribed as follows –

21.1.1 "**BCI**" means BER Building Cost Index as published by the South African Bureau for Economic Research from time to time or, if such index ceases to be published, any similar index;

21.1.2 "**CPI**" means the weighted annual average consumer price index (all items) as published by Statistics South Africa from time to time or, if such index ceases to be published, any similar index;

21.1.3 "**First Transfer Date**" means the date on which Transfer of the relevant Inclusionary Housing Unit from the Developer to a third party purchaser is registered; and

21.1.4 "**Transfer**" means the registration by the Registrar of Deeds in the relevant Deeds Office, of the transfer of an Inclusionary Housing Unit from the Developer into the name of a purchaser thereof.

21.2 No Inclusionary Housing Unit may, for a period of 8 (eight) years after the First Transfer Date, be sold at a price that escalates with more than the higher of CPI and BCI per annum from the First Transfer Date and this condition will be included as a condition of title in the title deed of each Inclusionary Housing Unit.

21.3 The Association shall provide annual reports to the Local Authority to assist the Local Authority with its role in respect of monitoring of the Inclusionary Housing Units and information so furnished shall be as required by the Local Authority's Inclusionary Housing policy.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/3/2023
DATE

## 22 REGULATION OF THE DEVELOPMENT

22.1 The Association may, in its discretion, permit the Members and Residents, subject to the provisions of this Constitution, to use the Private Spaces and shall do so unless by Special Resolution it is otherwise resolved for good reason.

22.2 The Trustees may from time to time and whenever they deem necessary, limit, restrict, or suspend such use in relation to any part of such Private Spaces for good reason.

22.3 The Trustees shall take such measures as are necessary to ensure that the general public, with the exception of the Members, their guests, lessees, and members of their families and such other persons as the Trustees may reasonably permit, are excluded from the Development.

22.4 No resolution for the winding-up of the Association and the transfer of its assets shall be taken unless the Association shall have made adequate provision for the rights of Members to obtain access to their Erven and Units and their rights of exclusive use of any areas to be safeguarded, if necessary, by registration of servitudes at the cost of the Member concerned if the Member so requires.

22.5 Notwithstanding that Erven may be held either individually or in undivided shares by Members, Members shall be obliged at all times to allow any persons lawfully within the Development access over or to any servitude areas on or adjacent to an Erf by means of any formed or paved access way including drive-ways, parking areas and pathways.

22.6 No Member shall operate or conduct a time-sharing scheme as contemplated in the Property Time-Sharing Control Act No 71 of 1983, as amended, in respect of any dwellings or Units owned by him save where such scheme arises from co-ownership or syndication involving not more than 4 (four) Members per bedroom unit, unless the Association by Special Resolution resolves otherwise.

22.7 Notwithstanding that Members hold title to their Erven individually, it is recorded that the Development is of a homogenous nature and that the Association shall

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

be vested with the overall control of all matters affecting the Development. To this end, the Members agree:

22.7.1 in the event of a Member being a Body Corporate, Sectional Title HOA or Sub-HOA, to cede and delegate its powers and duties to the Association;

22.7.2 in the event of any association of Members being formed within the Development, specifically for owners of certain Erven or Units or for certain classes of Members, to do all in their power to procure that the powers and duties of any such associations are ceded and delegated to the Association;

22.7.3 the Association shall be entitled, in turn, to cede and delegate the powers and duties ceded and delegated in terms of clauses 22.7.1 and 22.7.2 above to such other person or entity as it may deem fit without requiring the consent of any Member to do so.

22.8 No Member shall be entitled to subdivide or rezone any Erf or Unit without the prior written consent of the Association, it being recorded that such subdivision or rezoning will at all times also be subject to the prior approval of the Local Authority.

## 23 CLEARANCE FEE

23.1 An amount of 0,75% of the purchase price payable (or if there is no purchase price paid or payable, then 0,75% of the fair market value of the Erf or Unit) in respect of each Erf or Unit (as the case may be) sold by a Member to a third party ("**Resale Clearance Fee**") will be paid by the Member (as seller of the Erf or Unit) to the Association. The Resale Clearance Fee will form part of the clearance to be obtained from the Association in respect of registration of transfer of the Erf or Unit in question in the name of such third party purchaser.

23.2 The Resale Clearance Fee can be adjusted annually by the Trustees in accordance with the provisions of this Constitution, provided such increase shall not be more than the prevailing rate of inflation in South Africa at the time of such increase.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

23.3 The Resale Clearance Fee shall not be payable in the event of –

23.3.1 a Distressed Sale

23.3.2 transfer of an Erf from an individual to a family trust where such individual is the founder of the trust and a beneficiary of the trust; and

23.3.3 transfer of an Erf from an individual or trust to a private company for estate planning purposes;

23.3.4 transfer of an Erf of a deceased Member in terms of in terms of that members' Last Will and Testament, or in terms of the rules prescribed by the Intestate Succession Act 81 of 1987 ; or

23.3.5 transfer of an Erf to a direct family member of the Member or in terms of a court order.

23.4 The Alienation by a shareholder of his shares in a company owning an Erf or Unit, or by a person of his member's interest in a Close Corporation owning an Erf or a Unit, or by a beneficiary of his interest in a Trust owning an Erf or Unit, shall be deemed to be the Alienation of an Erf or Unit and the provisions of clauses 23.1 to 23.3 above shall apply *mutatis mutandis* to such transaction.

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).

23/5/2023

MUNICIPAL MANAGER DATE

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

## 24 LEVIES

24.1 The Trustees shall –

24.1.1 establish and maintain a levy fund for the purposes of meeting all expenses of the Association for the control, management and administration of the Development and for payment of the costs of supplying any services required by the Association and/or for payment of all expenses necessary or reasonably incurred in connection with the management of the Association;

24.1.2 estimate the amount which will be required by the Association to meet its expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature, including all expenses relating to the Sectional Title Schemes administered by the Association;

24.1.3 require Members whenever necessary to make contributions to such fund for the purposes of satisfying the expenses referred to in clauses 24.1.1 and 24.1.2, equal as nearly as is reasonably practical to such estimated amount.

24.2 The Trustees may, from time to time, determine special levies which will become payable by Members with effect from such date as the Trustees shall determine in respect of such expenses referred to in clause 24.1 (which are not included in any estimate made in terms of clause 24.1.2) and such special levies may be imposed and shall be payable in one sum or by such instalments and at such time or times as the Trustees shall deem fit.

24.3 Any amount due by a Member by way of a levy shall be a debt due by him to the Association payable within such time as determined by the Trustees. The obligation of a Member to pay a levy shall cease upon his ceasing to be a Member save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a Member. No levies paid by a Member shall be

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

repayable by the Association upon his ceasing to be a Member. A Member's successor in title to an Erf or Unit shall be liable as from the date upon which he becomes a Member pursuant to the transfer of such Erf or Unit to pay the levies attributable to that Erf or Unit. No Member other than the Developer shall be entitled to transfer his Erf or Unit until the Trustees have consented thereto in writing and have certified that the Member has, at the date of transfer, paid all amounts owing by him to the Association.

24.4 In the event that the Association ceases to function for any reason the consent referred to in clause 24.3 above which is required from the Trustees for a Member's Erf or Unit to be transferred shall be obtained –

24.4.1 during the Development Period, by the Developer and 51% of the Members giving written consent to such transfer; and

24.4.2 after the Development Period, by 51% of the Members giving written consent to such transfer.

24.5 In calculating levies, the Trustees shall take into account all of the income, if any, earned by the Association.

24.6 The decision of the Trustees in calculating the levies shall be final and binding on all Members.

24.7 In calculating the levy payable by any Member, the Trustees shall as far as reasonably possible –

24.7.1 assign those costs arising directly out of the Erf or Unit itself to the Member owning such Erf or Unit;

24.7.2 assign those costs relating to the Development generally to the Registered Owners of all Erven equally provided, however, that the Trustees may in any case where they consider it equitable so to do –

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER DATE

24.7.2.1 assign to any Business Unit such greater share of the costs and expenses mentioned in this clause 24 as they may consider reasonable in the circumstances; and

24.7.2.2 assign to any Member any greater or lesser share of the costs and expenses as they may consider to be reasonable in the circumstances; and

24.7.3 if applicable, assign a proportion of those costs attributable generally or specifically to a particular Sectional Title Scheme or Sectional Title HOA ("**the Sectional Title Levy**"), it being agreed that the Body Corporate or Sectional Title HOA (as the case may be) in respect of such Sectional Title Scheme/s shall determine the pro-rata portion due by each Registered Owner of a Unit in the said Sectional Title Scheme/s in respect of such Sectional Title Levy and shall be responsible for collecting such pro-rata amounts from each Registered Owner of a Unit, which Registered Owners agree to be jointly and severally liable with the Body Corporate or the Sectional Title HOA to the Association for payment of each such pro-rata portion of the Sectional Title Levy;

24.7.4 if applicable, assign a proportion of those costs attributable generally or specifically to a particular Sub-HOA ("**the Sub HOA Levy**"), it being agreed that the Sub-HOA shall determine the pro-rata portion due by each Registered Owner of an Erf in the Sub-HOA in respect of such Sub-HOA Levy and shall be responsible for collecting such pro-rata amounts from each Registered Owner of an Erf, which Registered Owners agree to be jointly and severally liable with the Sub-HOA to the Association for payment of each such pro-rata portion of the Sub-HOA Levy.

24.8 If applicable, the Bodies Corporate or Sectional Title HOAs acknowledge and agree that any increase in levies payable by the Registered Owners of Units in each Body Corporate and Sectional Title HOA as members of such Body Corporate or Sectional Title HOA will be market related and will be communicated to the Association prior to such increase taking effect.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER DATE

24.9 If applicable, the Sub-HOAs acknowledge and agree that any increase in levies payable by the Registered Owners of Erven in each Sub-HOA as members of such Sub-HOA will be market related and will be communicated to the Association prior to such increase taking effect.

24.10 The Association may come to an agreement with the Developer for the repayment by the Association to the Developer of ongoing costs or expenses incurred by the Developer for the provision of services and the facilities within the Development.

24.11 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 or, if applicable, to the Body Corporate, Sectional Title HOA or Sub-HOA of which he is a member (as the case may be).

24.12 All levies, other than special levies which will be payable in accordance with the provisions of clause 24.2, are due and payable monthly in advance on the first day of each and every month free of any deductions or set-off of any nature, commencing from such date as the Trustees will determine.

24.13 Members shall be liable for payment of interest on outstanding amounts at a rate determined by the Trustees from time to time but not exceeding the maximum annual rate permitted by law. Interest calculated at the determined rate is recoverable from the date on which the amount is due and payable to the date of payment provided that any portion of a month will be regarded as a full calendar month for the purposes of this calculation.

24.14 The Developer shall not be obliged to pay levies in respect of any portion of the Development, and, without detracting from the generality of the afore going, specifically including any Erf or Unit, for as long as he remains the Registered Owner thereof.

24.15 During the Development Period, the Developer shall be liable to fund by way of a loan payment from the Developer ("**Operational Loan**") to the Association any shortfall between the income of the Association by its Members and the

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

Association's operational expenses ("**Operating Losses**") in the instances provided for in clauses 24.16.1 and 24.16.2 below.

24.16 The Operating Losses (if any) will be calculated retrospectively by the Association's auditors at the end of each financial year of the Association and the Operational Loan will be payable by the Developer to the Association within 30 days from date of demand for payment by the Trustees if and when –

24.16.1 the Association's income is less than the operational expenses (thereby resulting in Operating Losses); and

24.16.2 the Association's accumulated reserves are not sufficient to fund Operational Losses.

24.17 The repayment of Operational Loan will –

24.17.1 form part of the Association's annual budget;

24.17.2 accrue interest at the Prime Rate; and

24.17.3 be repayable before the end of the subsequent financial year, or such longer period agreed to by the Developer in writing.

24.18 The Association shall not be allowed to charge Members higher charges for water than the charges of the Local Authority to the Association for water at any stage of a municipal financial year. The Association will be allowed to levy the Members for maintenance and operating losses in respect of water.

24.19 The Association shall be allowed to introduce fines for Members who fail to comply to the Local Authority's bylaws and water restriction conditions.

24.20 Levy income will be exempt from tax in terms of the provisions of Section 10(1)(e) of the Income Tax Act No 58 of 1962, as amended, provided that –

24.20.1 the sole object of the Association is to manage the collective interest common to all its Members, which includes expenditure applicable to the

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER DATE

Common Property and the collection of levies for which Members are liable; and

24.20.2 the Association is not permitted to distribute its funds to any person other than to a similar association of persons.

## 25 ALIENATION AND OCCUPATION

25.1 A Member shall not be entitled to Alienate or transfer an Erf or a Unit (as the case may be) without the written consent of the Trustees which consent shall not be unreasonably withheld provided there has been compliance with the provisions of this Constitution.

25.2 Such consent shall be withheld if –

25.2.1 the Member in question is indebted to the Association in respect of Levies or any other amounts which the Association may in terms of this Constitution be entitled to claim from him, i.e. if the Association has not issued a clearance that all amounts owing to the Association by such Member have been paid;

25.2.2 if applicable, the Member as member of a Body Corporate is indebted to such Body Corporate in respect of any amounts which the Body Corporate may be entitled to claim from him, i.e. if the Body Corporate has not issued a clearance that all amounts owing to it by such Member as a member of the Body Corporate have been paid to it;

25.2.3 if applicable, the Member as member of a Sectional Title HOA is indebted to such Sectional Title HOA in respect of any amounts which the Sectional Title HOA may be entitled to claim from him, i.e. if the Sectional Title HOA has not issued a clearance that all amounts owing to it by such Member as a member of the Sectional Title HOA have been paid to it;

25.2.4 if applicable, the Member as member of a Sub-HOA is indebted to such Sub-HOA in respect of any amounts which the Sub-HOA may be entitled to

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

claim from him, i.e. if the Sub-HOA has not issued a clearance that all amounts owing to it by such Member as a member of the Sub-HOA have been paid to it;

25.2.5 in the case of an Erf, the proposed transferee has not agreed in writing to become a Member of the Association and to observe the Constitution for the duration of his ownership of the Erf;

25.2.6 if applicable, in the case of a Unit, the proposed transferee has not agreed in writing to become a member of the applicable Body Corporate and to observe the Constitution for the duration of his ownership of the Unit;

25.2.7 the proposed transferee does not acknowledge that upon the registration of the Erf or Unit (as the case may be) into his name, he shall *ipso facto* become a Member of the Association;

25.2.8 the proposed transferee does not acknowledge his obligations vis-à-vis the Developer or its nominee in respect of the Solar Panel System on the Erf or Unit, as provided for in clause 16 above;

25.2.9 if applicable, the proposed transferee does not acknowledge that upon the registration of the Unit into his name, he shall *ipso facto* become a member of the applicable Body Corporate;

25.2.10 in those cases where an Erf or Unit is owned jointly and subject to an arrangement whereby the co-owners are entitled to occupy the Erf or Unit at particular times during the year, the Association is not satisfied that the transferee of an undivided share in the Erf or Unit is aware of such arrangements and has bound himself thereby;

25.2.11 the amount payable in terms of clause 23.1 above has not been paid, or a satisfactory undertaking to pay against transfer has not been furnished to the Association; and

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

25.2.12 the Unit being sold is an Inclusionary Housing Unit and the sale price is not in compliance with the provisions of clause 21.2. A certificate issued and signed by 2 (two) Trustees as to the amount at which the sale price of the Inclusionary Housing Unit should be set to comply with clause 21.2 shall be final and binding on the Association and the Member selling the Inclusionary Housing Unit.

25.3 No Member shall let or otherwise part with occupation of his Erf or Unit without the consent of the Association, which consent shall only be withheld if the Association is not satisfied that the provisions of the Neighbourhood Rules, and any other by-rules or regulations made in terms of this Constitution, have been complied with and/or is not satisfied that the Resident of the Erf or Unit has in writing agreed to be bound by same.

25.4 The provisions of this Constitution shall be binding upon all Members, persons on the Development and Residents.

## 26 CO-OWNERS AND BODIES CORPORATE OR SECTIONAL TITLE HOA

26.1 Where any Erf or Unit is owned by more than 1 (one) person or in the event of a Body Corporate or Sectional Title HOA being a Member, the co-owners or Body Corporate or Sectional Title HOA concerned shall elect one of their number as a liaison officer and shall notify the Association of the name and address of such liaison officer. Any notices which may be required to be given in respect of such Erf or Sectional Title Scheme, regarding the appearance or maintenance or repair thereof or the appearance or maintenance or repair of any Unit shall be given to the liaison officer and served upon such liaison officer and shall be deemed for purposes of this Constitution to have been served upon the Member concerned.

26.2 In the event of the co-owners failing to elect a liaison officer as aforesaid, service of notice upon any one of the co-owners shall be deemed to be service upon all the co-owners.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
13/5/2023
DATE

26.3 Notwithstanding the provisions of clause 26.1 above, any notice required to be served upon any Body Corporate or Sectional Title HOA shall be deemed to have been properly served if served in terms of clause 50 at the address given as the domicilium citandi et executandi of that Body Corporate or Sectional Title HOA.

26.4 In the event of any Erf or Unit being owned in undivided shares by more than 1 (one) Registered Owner on the basis that each owner of an undivided share shall be entitled to occupy the Erf or Unit for a particular period in each year, the Registered Owners shall as between them arrange the annual allocation of occupation periods to each particular co-owner and shall provide the Managing Agent with an occupation roster, if required to do so.

## 27 BREACH

27.1 The Trustees may on behalf of and in the name of the Association institute legal proceedings in accordance with the provisions of this clause 27.

27.2 If any Member or Resident fails in the observance of any of the provisions of this Constitution with regard to Improvements and/or the provisions of the Guide and/or fails to comply with any rules or regulations made in terms thereof, the Trustees may on behalf of and in the name of the Association serve notice on such Member or Resident calling upon him to remedy such breach within a time specified in such notice and, failing timeous compliance:

27.2.1 enter upon the Erf to take such action as may be reasonably required to remedy the breach and the Member or Resident concerned shall be liable to the Association for all costs so incurred, which costs shall be due and payable upon demand; and/or

27.2.2 call upon such Member or Resident in writing to remove or alter within a specified period any portion of the Improvements or any addition erected contrary to the provisions of this Constitution read with the Guide and, failing which, the matter shall be referred to a special meeting of the Association convened to afford Members or Residents the opportunity to

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

give directions to the Trustees. The Resolution of the Association at such meeting shall be binding upon such defaulting Member or Resident and shall be implemented by the Trustees.

27.3 If any Member or Resident fails to make payment on the due date of levies or other amounts payable by such Member or resident, the Trustees may give notice to such Member or Resident requiring him to remedy such breach within such period as the Trustees may determine and should he fail to timeously remedy his breach, the Trustees may, on behalf of the Association, institute legal proceedings against such Member or Resident without further notice and such Member or Resident will be liable for and shall pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the Association in obtaining recovery. Any notice given in terms of this clause shall attract a fee as determined by the Association and payable by such member or Resident.

27.4 The Association reserves the right to implement a wallet system for the payment of levies. Such wallet system will also be utilised for the payment of electricity and water This will work on the basis that where levy payments are not up to date, the relevant Member or Resident might not be able to purchase water and electricity.

27.5 Nothing in the afore going shall derogate from or in any way diminish the right of the Association to institute proceedings in any court of competent jurisdiction for recovery of any money due by any Member arising from any cause of action whatsoever or for any other relief.

27.6 In the event of any breach of this Constitution by the members of any Member's or Resident's household or his invitees or lessees, such breach shall be deemed to have been committed by the Member or Resident himself but, without prejudice to the afore going, the Trustees shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the Member or Resident.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

## 28 TRUSTEES

28.1 The Trustees of the Association shall comprise 3 (three) Developer Trustees (for the duration of the Development Period), a maximum of 3 (three) alternate Developer Trustees (for the duration of the Development Period) and 2 (two) Member Trustees. Upon the termination of the Development Period, the Trustees for the Association shall comprise at least 3 (three) Member Trustees; provided that the Association may, in general meeting, vote to increase or decrease the number of Trustees.

28.2 A Member Trustee shall be an individual but need not himself be a Member or a director or member or trustee of a Member (as the case may be), provided that the majority of Member Trustees shall be Members.

28.3 A Trustee shall, by accepting his appointment as such, be deemed to have agreed to be bound by the provisions of this Constitution.

28.4 The Developer shall appoint the first Developer Trustees upon formation of the Association.

28.5 Subject to the provisions of clause 28.6, each Member Trustee shall continue to hold office until the second annual general meeting of the Association following his appointment, at which meeting such Member Trustee shall be deemed to have retired from office as such but will be eligible for re-election at such meeting. The Developer shall, by written notice to the Trustees, be entitled to remove any Developer Trustee appointed by the Developer and upon such removal or upon any Developer Trustee ceasing to hold office for any other reason, by written notice, appoint in their stead another person or persons.

28.6 A Trustee shall be deemed to have vacated his office as such upon:

28.6.1 his estate being sequestrated, whether provisionally or finally or upon his surrendering his estate;

28.6.2 his making any arrangement or composition with his creditors;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

28.6.3 his conviction for any offence involving dishonesty;

28.6.4 his becoming of unsound mind and or being found lunatic;

28.6.5 his resigning from such office in writing;

28.6.6 his death;

28.6.7 his being removed from office by a resolution approved by the majority of the remaining Trustees;

28.6.8 his being disentitled to exercise a vote in terms of this Constitution provided he is a Member Trustee.

28.7 Notwithstanding the fact that a Trustee shall be deemed to have vacated his office as provided in clause 28.6, anything done by such Trustee in the capacity of a Trustee in good faith shall be valid until the fact that he is no longer a Trustee has been recorded in the Minute Book of the Trustees. Should the office of a Trustee fall vacant prior to the next Annual General Meeting of the Association, the vacancy in question may be filled by the Developer if the vacancy is in respect of a Developer Trustee, by the remaining Member Trustees if the vacancy is in respect of a Member Trustee and the person so appointed shall hold office until the next Annual General Meeting.

28.8 The Chairperson shall be appointed by the Trustees by majority vote and shall hold office until the first annual general meeting provided that such office shall ipso facto be vacated by the Trustee who was appointed Chairperson upon his ceasing to be a Trustee for any reason.

28.9 Within 21 (twenty-one) days of the holding of each annual general meeting of the Association the Trustees shall meet and shall elect from their own number the Chairperson who shall hold office until the annual general meeting held next after his appointment, provided that the office of Chairperson shall ipso facto be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason. In the event of any vacancy occurring in the aforesaid office, the

Trustees shall meet as soon as reasonably possible to appoint one of their number as a replacement in such office.

28.10 Save as otherwise provided in this Constitution, the Chairperson shall preside at all meetings of the Trustees and all general meetings of the Association and shall perform all duties incidental to the office of Chairperson and such other duties as may be prescribed by the Trustees or by Members and shall allow or refuse to permit guests to speak at any such meetings, provided that any such guest shall not be entitled to vote at any meetings and provided further that a Member's spouse shall be entitled to speak at any meeting.

28.11 If the Chairperson vacates the chair during the course of a meeting or is not present or is, for any other reason, unable to preside at any meeting, the Trustees present at such meeting shall choose another Chairperson for such meeting.

28.12 If any Chairperson vacates his office as Chairperson or no longer continues in office for any reason, the Trustees shall elect another Chairperson who shall hold office as such for the remainder of the period of office of the first mentioned Chairperson.

28.13 A Trustee shall be disqualified from voting in respect of any contract or proposed contract or any litigation or proposed litigation or any dispute, with the Association, by virtue of any interest he may have therein.

28.14 No contract concluded on behalf of the Trustees shall be valid and binding unless it is signed by the persons who are specifically appointed as authorised signatory in terms of the Resolution of Trustees whereby the Trustees bind the Association.

28.15 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as Trustees and/or Chairperson, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

28.16 Trustees may not make loans on behalf of the Association to Members or to themselves.

## 29 FUNCTIONS, POWERS AND DUTIES OF TRUSTEES

29.1 Subject to the express provision of this Constitution, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs, including the right of appointment and dismissal of any Managing Agent, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by this Constitution required to be exercised or done by the Association in general meeting subject however to such regulations as may have been made by the Association in general meeting provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Trustees which would have been valid if such regulation had not been made.

29.2 Save as specifically provided in this Constitution, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, advocates, attorneys, auditors, architects, engineers, land surveyors, managing agents, town planners or any other professional firm or person or other employees whatsoever for any reason deemed necessary by the Trustees on such terms as the Trustees shall decide.

29.3 The Trustees shall have the right to vary, cancel or modify any of their decisions and resolutions from time to time.

29.4 The Trustees shall have the right to co-opt any person or persons chosen by them. A co-opted Trustee shall enjoy all the rights and be subject to all the obligations of the Trustees provided that such co-opted Trustee shall only serve until the next annual general meeting.

STELLENBOSCH MUNICIPALITY.
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

29.5 The Trustees may, should they so decide, investigate any suspected or alleged breach by any Member, Resident or Trustee of this Constitution in such reasonable manner as they shall decide from time to time.

29.6 The Trustees may make regulations and rules not inconsistent with this Constitution or any regulations or rules prescribed by the Association in general meeting –

29.6.1 as to the resolution of disputes generally;

29.6.2 for the furtherance and promotion of any of the objects of the Association;

29.6.3 for the better management of the affairs of the Association;

29.6.4 for the advancement of the interests of Members;

29.6.5 for the conduct of Trustees at meetings of Trustees and meetings of the Association;

29.6.6 to levy and collect contributions from Members in accordance with clause 24;

29.6.7 to levy and recover from Members moneys which are necessary to defray the necessary expenses of the Local Authority in the event of the Local Authority imposing any levies and imposts against the Association;

29.6.8 to assist it in administering and governing its activities generally;

29.6.9 to impose fines in respect of Members and Residents not complying with this constitution or any rules imposed by the Association.

29.7 Without in any way limiting the powers granted, the duties and powers of the Trustees shall further specifically include:

29.7.1 the determination of what constitutes appropriate standards for residential living, maintenance, repairs, additions to and Improvements of all Erven in

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

the Development in strict accordance with the provisions of the Guide. The Trustees shall be entitled to require any Member, who shall be obliged, to repaint or renovate his Improvements if in the reasonable opinion of the Trustees such Improvements require essential repairs or have become dilapidated;

29.7.2 entering into of agreements with third parties on behalf of the Association for any purposes of the Association;

29.7.3 the employment on behalf of the Association of agents, servants and any other party and the payment of such persons;

29.7.4 the taking of steps in all matters of common interest in respect of the Association and, without detracting from the generality thereof, such as common sewage, electricity supply, water supply, landscaping, maintenance of private roads, refuse facilities, removal of refuse and suchlike, where applicable;

29.7.5 the institution or defence of actions in the name of the Association and to appoint legal representatives for such purpose.

## 30 PROCEEDINGS OF TRUSTEES

30.1 The Trustees may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provisions of this Constitution.

30.2 Meetings of the Trustees shall be held at least once every 6 (six) months.

30.3 The Chairperson always has the right to convene meetings of Trustees.

30.4 A Trustee may, provided he has the support in writing of 3 (three) other Trustees, at any time convene a meeting of Trustees by giving to the other Trustees not less than 14 (fourteen) days written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting; provided that in cases

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
DELEGATED AUTHORITY DATE

of urgency, such shorter notice as is reasonable in the circumstances may be given.

30.5 A decision that could be voted on by the board of Trustees may instead be adopted by written consent of a majority of the Trustees, given in person or by electronic communication, provided that each Trustee has received notice of the matter to be decided. A decision made in the manner contemplated in this clause is of the same effect as if it had been approved by voting at a Trustee meeting.

30.6 The quorum necessary for the holding of any meeting of Trustees shall be 4 (four) Trustees present personally provided that, for the duration of the Development Period, provided no less than 3 (three) Trustees present are Developer Trustees. If no quorum is present within 15 (fifteen) minutes after the time for commencement of the meeting then it shall stand adjourned for the same time and place on the following day which is not a Saturday, Sunday or public holiday and, if at such adjourned meeting, a quorum is not present within 30 (thirty) minutes after the time appointed for the meeting, the Trustees then present shall be a quorum.

30.7 Each Trustee will have 1 (one) vote in respect of each resolution or decision of Trustees.

30.8 Any Resolution of the Trustees shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against a Resolution, the Chairperson shall have a second or casting vote

30.9 The Chairperson shall preside as such at all meetings of Trustees provided that, should at any meeting of Trustees the Chairperson not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, those present of the Trustees shall vote to appoint a Chairperson for the meeting who shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.

30.10 A Trustee may be represented at a meeting of Trustees by a proxy provided such proxy is a Trustee.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

30.11 The instrument appointing a proxy shall be in writing and signed by the Trustee concerned but need not be in any particular form. The proxy shall be deposited with the Chairperson at any time before the time appointed for the commencement of a meeting and shall be valid only for such meeting or any adjournment thereof.

30.12 The Trustees shall:

30.12.1 ensure that minutes are taken of every meeting of Trustees, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall then be certified correct by the Chairperson of the meeting;

30.12.2 cause such minutes to be kept of all meetings of the Trustees in a minute book of meetings of Trustees kept for that purpose;

30.12.3 keep all books of meetings of Trustees for a period of at least 10 (ten) years;

30.12.4 on the written application of any Member, make all minutes of their proceedings available for inspection by such Member.

30.13 All Resolutions recorded in the minutes of any meeting of Trustees shall be valid and of full force and effect as therein recorded with effect from the passing of such Resolutions and until varied or rescinded, but no Resolution or purported Resolution of Trustees shall be of any force or effect or shall be binding upon the Members or any of the Trustees unless such Resolution is competent within the powers of the Trustees.

30.14 Save as otherwise provided in this Constitution, the proceedings at any meeting of Trustees shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

30.15 The Trustees may vote upon and pass Resolutions by way of email correspondence, subject to the following conditions:

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023

30.15.1 each of the Trustees must be included in all email correspondence relating to any decision to be taken by the Trustees by email;

30.15.2 no decision shall be taken by email if any of the Trustees requires that the matter be decided at a meeting of the Trustees;

30.15.3 the necessary quorum required for a decision to be taken by email will be achieved if a majority of the Trustees vote in favour of the decision by return email to each of the other Trustees;

30.15.4 all Resolutions passed by email shall be recorded in the minute book containing the minutes of the meetings of the Trustees and shall be ratified at the following or any subsequent meeting of the Trustees.

## 31 MANAGING AGENT

31.1 For the duration of the Development Period, the Developer shall, in addition to the powers contained herein, have the power from time to time, if deemed necessary, to appoint in terms of a written contract, a Managing Agent to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Managing Agent, including the power to collect levies, provided that a Managing Agent shall be appointed for a year at a time, and unless the Developer notifies the Managing Agent to the contrary, such appointment will be automatically renewed from year to year.

31.2 After termination of the Development Period, the Trustees shall, in addition to the powers contained herein, have the power from time to time, if deemed necessary, to appoint in terms of a written contract, a Managing Agent to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Managing Agent, including the power to collect levies, provided that a Managing Agent shall be appointed for a year at a time, and unless the Trustees notify the Managing Agent to the contrary, such appointment will be automatically renewed from year to year.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023

31.3 The Association shall take out fidelity insurance to the satisfaction of the Trustees for all monies held by the Managing Agent on behalf of the Association from time to time.

31.4 The Developer or the Trustees (as the case may be) shall ensure that there is included in the contract of appointment of a Managing Agent a provision to the effect that if the Managing Agent is in breach of any of the provisions of his contract or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the Trustees may, without notice, cancel such contract of employment and the Managing Agent shall have no claim whatsoever against the Developer, Trustees and/or the Association as a result of such cancellation.

## 32 GENERAL MEETINGS OF THE ASSOCIATION

32.1 The Association shall, within 12 (twelve) months of the date of commencement of the Association hold a general meeting as its first annual general meeting. Thereafter, within 6 (six) months of the Financial Year end of the Association it shall hold second and subsequent annual general meetings.

32.2 Such annual general meetings shall be held at such time and place, subject to the afore going provisions, as the Trustees shall decide from time to time, but subject to such meeting being held within the jurisdiction area of the Stellenbosch Magistrate's Court or by way of electronic communication as per clause 33.1 below.

32.3 The Trustees may, whenever they deem fit, convene a general meeting, and a general meeting shall also be convened –

32.3.1 during the Development Period on a requisition of a majority of the Trustees if such demand describes the specific purpose for which the meeting is proposed; and

32.3.2 after the Development Period on a requisition of Members if such demand describes the specific purpose for which the meeting is proposed and in

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER DATE

aggregate, demands for substantially the same purpose are made and signed by the holders, as of the earliest time specified in any of those demands, of at least 10% (ten percent) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting.

32.4 The Record Date is –

32.4.1 in the case of determining the Members wo are entitled to receive notice of a Members meeting, the earlier of the date on which the Association gives notice of such meeting in compliance with the provisions of this Constitution and the date on which the Association is required to give notice of such meeting in terms of this Constitution; and

32.4.2 in the case of determining the Members who are entitled to participate in and vote at any meeting of Members, the date of the meeting,

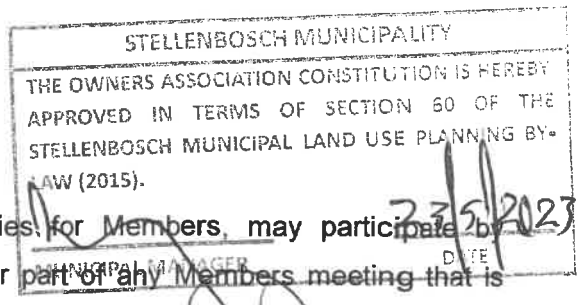
unless the Neighbourhood Rules provide otherwise.

## 33 MEMBERS MEETINGS HELD BY WAY OF ELECTRONIC COMMUNICATION

33.1 For purposes of this clause 33 the term "**Electronic Communication**" has the meaning set out in section 1 of the Electronic Communications and Transactions Act, No 25 of 2002.

33.2 The Association may conduct any Members meeting entirely by Electronic Communication or provide for participation in a meeting by Electronic Communication and the power of the Association to do so is not limited or restricted by this Constitution. Accordingly –

33.2.1 any Members meeting may be conducted entirely by Electronic Communication; or




33.2.2 one or more Members, or proxies for Members, may participate by Electronic Communication in all or part of any Members meeting that is being held in person,

so long as the Electronic Communication employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other and without an intermediary, and to participate reasonably effectively in the meeting.

33.3 Any notice of any meeting of Members at which it will be possible for Members to participate by way of Electronic Communication shall inform Members of the ability to so participate and shall provide any necessary information to enable Members or their proxies to access the available medium or means of Electronic Communication, provided that such access shall be at the expense of the Member or proxy concerned.

## 34 NOTICES OF MEETINGS

34.1 An annual general meeting shall be called by not less than 21 (twenty one) days' notice and a general meeting by not less than 14 (fourteen) days' notice, as provided in clause 34.2. The notice shall specify the place, the day and the hour of the meeting and, in the case of special business in addition to any other requirements contained in this Constitution, the general nature of that business and the reasons for it shall be given in the manner hereafter mentioned or in such other manner, if any, as may be prescribed by the Trustees to such persons as are, under this Constitution, entitled to receive such notices from the Association; provided that a general meeting or an annual general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this Constitution, be deemed to have been duly called if it is agreed to by not less than 60% (sixty per centum) of Members having a right to attend and vote at the meeting.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

34.2 The accidental omission to give notice of any Resolution or to present any document required to be given or sent in terms of this Constitution, shall not invalidate the proceedings at or any Resolution passed at any meeting.

34.3 Notice of the annual general meeting and/or a general meeting shall be sent to Members by email or by registered post at the *domicilium citandi et executandi* of such Member as contemplated in clause 50.

34.4 The non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

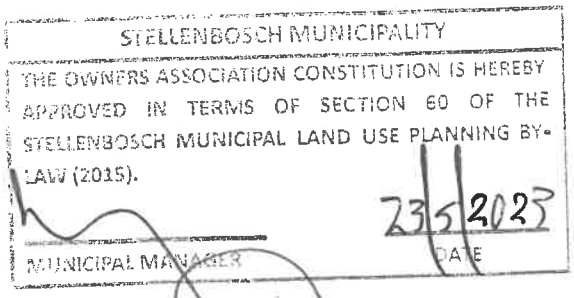
## 35 PROXIES

35.1 A Member may be represented at an annual general meeting and/or general meeting by a proxy who must be a Member of the Association.

35.2 The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorised agent in writing but need not be in any particular form provided that where a Member is more than one person any one of those persons may sign the instrument appointing a proxy on such Member's behalf. Where a Member is a company, the proxy may be signed by any person authorised by resolution of the board of directors of the company or by its secretary and, where a close corporation, by any member of such close corporation and, where an association of persons, by the secretary thereof and, where a trust, by a person duly authorised by the trustees of such trust.

35.3 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof shall be lodged with the Association at least 24 (twenty four) hours before the scheduled time for the commencement of the meeting or adjourned meeting concerned. The instrument appointing a proxy shall be valid only for the specific meeting or the adjournment thereof.

35.4 Notwithstanding the aforegoing, the Chairperson of the meeting may agree to accept a proxy tendered at any time before or during the meeting.




## 36 QUORUM

36.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be Members holding an aggregate of not less than 25% (twenty five percent) of the total of all Members entitled to vote at such general meeting, present in person or by proxy, provided that there will always be at least 3 (three) Members present in person and provided further that, for the duration of the Development Period, the Developer is present in person or by proxy.

36.2 If, within 30 (thirty) minutes after the time appointed for the commencement of the meeting, a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In all other cases, the meeting shall stand adjourned to the same day in the next week at the same place and time and, if at such adjourned meeting, a quorum is not present, the Members present shall constitute a quorum.

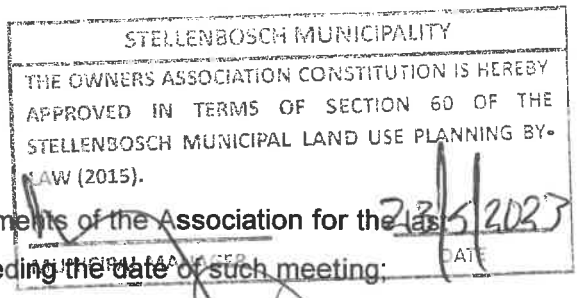
36.3 If at such second adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum, provided that, for the duration of the Development Period, the Developer is present in person or by proxy for the first meeting and for the first adjourned meeting in order for a quorum to be constituted. The Developer need not be present at the second adjourned meeting for a quorum to be constituted.

## 37 AGENDA AT MEETINGS

37.1 In addition to any other matters required by legislation or by this Constitution to be dealt with at any annual general meeting, the following matters shall be dealt with at every annual general meeting:

37.1.1 the consideration of the Chairperson's report;

37.1.2 the election of Member Trustees;




37.1.3 the consideration of the financial statements of the Association for the last Financial Year of the Association preceding the date of such meeting;

37.1.4 the presentation of the budget as presented by the Trustees and levies, as determined and approved by the Trustees, it being recorded that such budget and levies, as determined by the Trustees, are binding on Members and are presented for information purposes at the annual general meeting;

37.1.5 any other business pertinent to such meeting, including any Resolutions proposed for adoption by such meeting and the voting upon any such Resolutions.

## 38 PROCEDURE AT MEETINGS

38.1 The Chairperson shall preside as such at all meetings provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Trustees present at such meetings shall vote to appoint a Chairperson for the meeting who shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.

38.2 The Chairperson may, with the consent of any meeting at which a quorum is present (and if so directed by the meeting), adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business that might have been transacted at the meeting from which the adjournment took place. No notice need 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 30 (thirty) days or more, in which event notice is to be given in the same manner as the original meeting. Only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

## 39 VOTING

39.1 At every annual general meeting or general meeting –

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER
DATE

39.1.1 the Developer, during the Development Period, shall have 1500 votes in addition to its votes in respect of its unsold Erven;

39.1.2 every Member that is Registered Owner of an Erf, including the Developer, in person or by proxy, and entitled to vote shall have 1 (one) vote for each Erf registered in his name;

39.1.3 if an Erf is registered in the name of more than 1 (one) person then all such co-owners shall jointly have 1 (one) vote;

39.1.4 in the event of any Member, including the Developer, holding undeveloped land in the Development, such Member shall have 1 (one) vote for each separate piece of land depicted as an Erf on the general plan of the Development and registered in his name;

39.1.5 the Members that are Registered Owners of Units in a specific Sectional Title Scheme and the relevant Body Corporate or Sectional Title HOA, as the case may be, shall have a total number of votes per Sectional Title Scheme or Sectional Title HOA equal to the number of Normal Levies payable by such Body Corporate or Sectional Title HOA to the Association, as determined in accordance with the provisions of clause 24.7.3 above, which votes shall be exercised at general meetings by a representative appointed by the relevant Body Corporate or Sectional Title HOA (whichever is applicable) from time to time for such purpose and in accordance with the provisions of clause 39.11 below;

39.1.6 the Members that are Registered Owners of Erven in a specific Sub-HOA shall have a total number of votes per Sub-HOA equal to the number of Normal Levies payable by such Sub-HOA to the Association, as determined in accordance with the provisions of clause 24.7.4 above, which votes shall be exercised at general meetings by a representative appointed by the relevant Sub-HOA from time to time for such purpose and in accordance with the provisions of clause 39.11 below;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER DATE

39.1.7 save as expressly provided for in this Constitution, no person other than a Member, and who shall have paid every Levy and other sum, if any, which shall be due and payable to the Company in respect of or arising out of his Membership, and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting;

39.1.8 if a Member is a juristic person, such Member shall be represented by such representative as the Member may determine provided that the Chairperson may disallow the vote of such representative unless he is able to produce proof to the satisfaction of the Chairperson as to his right to represent the Member;

39.1.9 if a Member comprises more than 1 (one) person, such Member shall be represented by such representative as the Member may determine provided that :-

39.1.9.1 the Chairperson may disallow the vote of such representative unless he is able to produce proof to the satisfaction of the Chairperson as to his right to represent the Member;

39.1.9.2 if such persons cannot decide unanimously, then the person whose name stands first in the register of Members shall be entitled to cast the vote; and

39.1.9.3 the vote(s) cast to the satisfaction of the Chairperson shall be final and binding upon all persons constituting the relevant Member, irrespective of any error or absence of authority.

39.2 Unless the Chairperson of the meeting otherwise directs, all voting shall be in writing, by way of a secret poll, which shall be taken during the course of the meeting in such manner as the Chairperson of the meeting may direct.

39.3 Notwithstanding the provisions of clause 39.2 above, after the Development Period, voting on the election of a Chairperson of a general meeting (if

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER

necessary) or any question of adjournment, shall be decided on a show of hands by a majority of the Members present in person or by proxy, and entitled to vote.

39.4 Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not so seconded, shall be deemed not to have been proposed.

39.5 An Ordinary Resolution or the amendment of an Ordinary Resolution, shall be carried on a simple majority of all the votes cast thereon, by Members present in person or by proxy and entitled to vote at the meeting, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.

39.6 A vote cast under a proxy, power of attorney, or other authority, which has been revoked, shall nevertheless be valid unless :-

39.6.1 written notice of the revocation is received by the Association prior to the meeting concerned; or

39.6.2 the Chairperson of the meeting agrees to accept written or oral notice of such revocation at the meeting.

39.7 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 made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

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

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

39.9 Read with clause 39.7, unless any Member present in person or by proxy at a general meeting shall, before the closure of the meeting, have objected to any declaration made by the Chairperson of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairperson shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the Chairperson of the meeting as to the result of any voting at the meeting.

39.10 Any resolution which could be passed at a general meeting (other than a Special Resolution) may be passed without a meeting being held if one or more copies of the resolution are signed by or on behalf of all the Members entitled to vote.

39.11 A Body Corporate or Sectional Title HOA or Sub-HOA shall be entitled to attend any annual general meeting or general meeting of the Association, but may only vote in respect of matters which also materially and directly impact upon the rights and obligations of the Registered Owners of Units in the Sectional Title Scheme/s or Erven in the Sub-HOA (as the case may be) as members of the Association.

## 40 SPECIAL RESOLUTIONS

40.1 Any Special Resolution or an amendment of a Special Resolution, shall be caused at a general meeting of which not less than 15 (fifteen) Business Days' notice has been given specifying the intention to propose the resolution as a Special Resolution, the terms and effect of the resolution and the reasons for it and at which –

40.1.1 Members holding in the aggregate not less than 25% (twenty five percent) of the total votes of all the Members, are present in person or by proxy; and

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/05/2023
DATE

40.1.2 the resolution has been passed on a show of hands by not less than two thirds of the number of Members entitled to vote on a show of hands at the meeting who are present in person or by proxy, or where a poll has been demanded, by not less than two thirds of the total votes to which the Members present in person or by proxy are entitled.

40.2 Special Resolutions are required for the following matters:

40.2.1 after the Development Period, for Erven forming Private Spaces to be –

40.2.1.1 sold; or

40.2.1.2 mortgaged; or

40.2.1.3 subjected to any rights, whether registered in a Deeds Registry or not, of use, occupation and servitude, save as specified in the said conditions of establishment, and save as such rights as are enjoyed by the Members in terms hereof, without the sanction of a special resolution of the Association;

40.2.2 the Association may, in its discretion, permit the Members, subject to the provisions of this Constitution, to use the Private Spaces and shall do so unless by special resolution taken at an extraordinary general meeting called for the purpose, it is otherwise resolved for good reason;

40.2.3 for a Member to operate or conduct a time-sharing scheme as contemplated in the Property Time-Sharing Control Act No 71 of 1983, as amended, in respect of any dwellings or Units owned by him save where such scheme arises from co-ownership or syndication involving not more than 4 (four) Members per bedroom per unit, unless the Members by special resolution resolve otherwise;

40.2.4 amending this Constitution;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER DATE

40.2.5 ratifying actions by the Association or the Trustees in excess of their authority in terms of this Constitution;

40.2.6 disposing of all or a greater part of the assets of the Association;

40.2.7 increasing the levy contributions payable by the Members by 80% (eighty percent) or more from one year to the next; and

40.2.8 winding-up or dissolving the Association.

## 41 MINUTES OF MEETINGS OF THE ASSOCIATION

41.1 The Trustees shall:

41.1.1 ensure that minutes are taken of every meeting of the Association, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall then be certified correct by the Chairperson of the meeting;

41.1.2 cause such minutes to be kept of all such meetings of the Association in a minute book of meetings of the Association kept for the purpose.

41.2 The Trustees shall keep all minute books of meetings of the Association in perpetuity.

41.3 On the written application of any Member the Trustees shall make all minutes of the proceedings and/or meetings of the Association available for inspection by such Member.

41.4 All Resolutions recorded in the minutes of any meetings of the Association shall be valid and of full force and effect as therein recorded, with effect from the passing of such Resolutions, and until varied or rescinded, but no Resolution or purported Resolution of the Association shall be of any force or effect, or shall be binding upon the Members or any of the Trustees, unless such Resolution is competent within the powers of the Association.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

41.5 Save as otherwise provided in this Constitution, the proceedings at any meeting of the Association shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

## 42 FINANCIAL YEAR END

The financial year end of the Association is the last day of February of each year.

## 43 ACCOUNTS

43.1 The Trustees shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the Association including:

43.1.1 a record of the assets and liabilities of the Association;

43.1.2 a record of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure occur;

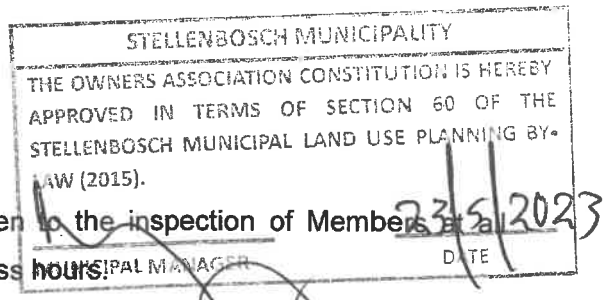
43.1.3 a register of Members showing in each case their addresses;

43.1.4 individual ledger accounts in respect of each Member.

43.2 On the application of any Member the Trustees shall make all or any of the books of account and records available for inspection by such Member.

43.3 The Trustees shall cause all books of account and records to be retained for a period of 5 (five) years after completion of the transactions, acts or operations to which they relate.

43.4 The Association in general meeting or the Trustees may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by Members of the accounts and books of the Association, or any of them, and subsequent to such conditions and regulations, the accounts and




books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.

43.5 At each annual general meeting the Trustees shall lay before the Association financial statements for the immediately preceding Financial Year of the Association or, in the case of the first period since the date of commencement of the Association, made up for that period. Such financial statements shall be drawn up in accordance with generally accepted accounting practise and shall be accompanied by such additional reports as may be necessary at the discretion of the Trustees.

## 44 DEPOSIT AND INVESTMENT OF FUNDS

44.1 The Trustees shall cause all moneys received by the Association to be deposited to the credit of an account or accounts with a registered commercial bank in the name of the Association and, subject to any direction given or restriction imposed at a general meeting of the Association, such moneys shall only be withdrawn for the purpose of payment of the expenses of the Association or investment.

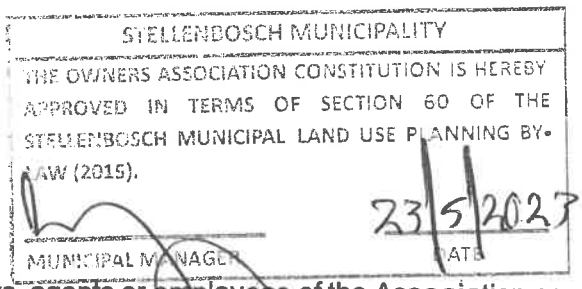
44.2 The Trustees will set up reserve accounts for funds that are held over and above one year's working capital requirements. These reserves may be invested in absolute return funds with an explicit target of no more than CPI + 5% with any financial institution as approved by the Trustees from time to time.

44.3 Interest on moneys invested shall be used by the Association for any lawful purpose in the interest of the Association.

## 45 AUDIT

45.1 Once at least in every year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors.

45.2 The duties of the Auditors shall be regulated in accordance with general practise and applicable professional standards.



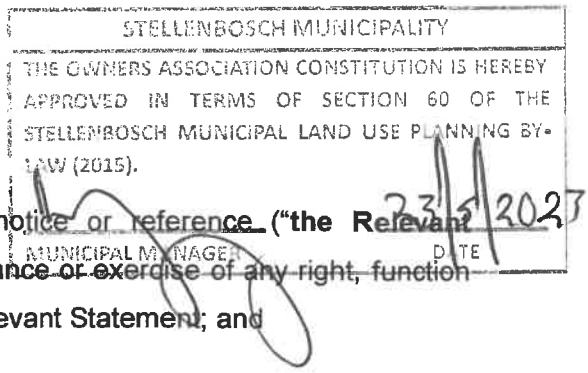

## 46 INDEMNITY

46.1 All the Trustees managers, servants, agents or employees of the Association are indemnified by the Association against any liabilities bona fide incurred by them in their capacities as such and in the case of the Chairperson in his capacity as Chairperson, as well as for all costs, losses and expenses (including travelling expenses) which they may incur or become liable for by reason of any authorised contract entered into, or any authorised act or deed done, in the discharge of any of their duties and, without detracting from the generality thereof, whether defending any proceedings, civil or criminal or otherwise in which relief is granted by a court.

46.2 A Trustee shall not be liable for the acts, or omission of the Auditors or of any of the other Trustees whether in their capacities as Trustees or as Chairperson or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of any security in or upon which moneys of the Association are invested or for loss or damage arising from the insolvency or wrongful act of any person with whom any moneys, securities or effects are deposited or for any loss or damage occasioned by any error of judgement or oversight on his part or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties or in relation thereto unless occurring as a result of mala fides, breach of duty or breach of trust.

## 47 DEFAMATION PRIVILEGE

47.1 Every Member of the Association and every Trustee shall be deemed by virtue of his membership or, as the case may be, his holding office as a Trustee, to have waived as against every other Member, the Chairperson, every other Trustee, and everybody else engaged to perform the function or duty on behalf of or for the benefit of the Association, or the Trustees, or any sub-committee, all claims and rights of action which such Member or Trustee might otherwise have had in law arising as a result of any statement, report, complaint or notice of or concerning such Member or Trustee, or any reference to such Member or Trustee, provided that the following are present –




47.1.1 the statement, report, complaint, notice or reference ("**the Relevant Statement**") is made in the performance or exercise of any right, function or duty of the person making the Relevant Statement; and

47.1.2 the Relevant Statement is made at a Trustees' meeting, Members' meeting, disciplinary hearing, litigation proceedings or arbitration proceedings or any other formal proceedings convened in terms of this Constitution or the Neighbourhood Rules ("**the Formal Proceedings**") or any other meeting related to the furtherance of such Formal Proceedings.

## 48 OWN RISK

Any person using any of the services, land or facilities of the Association does so entirely at his own risk.

## 49 ARBITRATION

49.1 Should any dispute, question or difference arise between Members, Trustees, Residents, the Association or either one of them as the case may be in regard to:

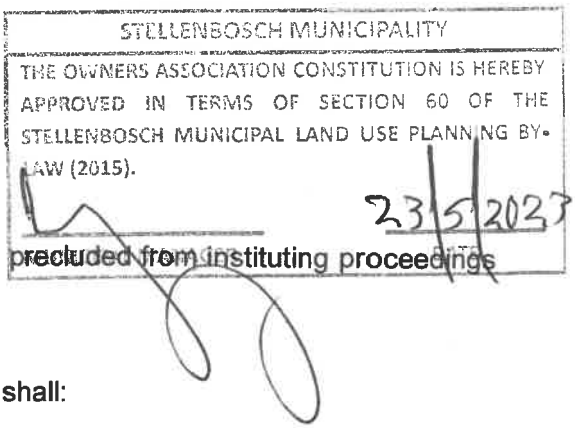
49.1.1 the interpretation of;

49.1.2 the effect of;

49.1.3 their respective rights or obligations under;

this Constitution and / or the Neighbourhood Rules, such dispute shall, subject to a Member's right to refer such dispute to the Ombud for determination, be decided by arbitration in the manner set out in this clause 49.

49.2 In respect of any claim arising from non-payment of levies or any other amount due by a Member to the Association in terms of this Constitution, the Association and Trustees shall continue to enjoy common law rights and shall not be required




to proceed to arbitration and shall not be precluded from instituting proceedings in any court of competent jurisdiction.

49.3 The arbitration referred to in clause 49.1 shall:

49.3.1 be conducted in an informal summary manner on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures relating to pleadings or discovery or the strict rules of evidence; and

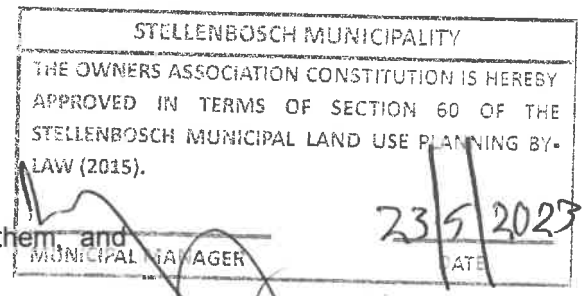
49.3.2 commence as soon as reasonably possible after it is demanded and with a view to its being completed within 30 (thirty) days after it is demanded; and

49.3.3 be held under the provisions of the Arbitration Act of the Republic of South Africa (as amended or replaced from time to time) except insofar as the provisions of this arbitration clause shall apply.

49.4 The arbitrator shall be a practicing senior counsel or attorney of not less than 5 (five) years standing appointed by agreement between the parties to the arbitration within 7 (seven) days of being called upon to make such appointment and failing such agreement within the 7 (seven) day period, appointed by the Chairperson of the Cape Bar.

49.5 The arbitrator shall in giving his award have regard to the principles contained in this Constitution and he shall decide the matter as submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of Law need not be observed or be taken into account by him in arriving at his decision. The arbitrator's decision shall be presented within 10 (ten) days after the completion of the arbitration in a written document and he shall state the reasons for his decision therein. The arbitrator may determine that the cost of the arbitration be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.

49.6 Each of the parties to the arbitration irrevocably agree that the decision of the arbitrator made at such arbitration proceedings:




49.6.1 shall be final and binding on each of them; and

49.6.2 shall be carried into effect immediately; and

49.6.3 may be made an order of any Court to whose jurisdiction the parties are subject.

49.7 Notwithstanding anything to the contrary contained in this clause 49, the Trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of this Constitution, including the Guide.

## 50 DOMICILIUM

50.1 The Trustees shall from time to time determine the address constituting the *domicilium citandi et executandi* of the Association, subject to the following:

50.1.1 such address shall be the address of the Chairperson or of a resident Trustee nominated by the Trustees or the address of any duly appointed Managing Agent;

50.1.2 the Trustees shall give notice to all Members of any change of such address.

50.2 The *domicilium citandi et executandi* of each Member shall be the street address of the Member's Erf.

50.3 The *domicilium citandi et executandi* of each Resident shall be the street address of the Erf or Unit which such Resident occupies.

50.4 It shall be competent to give notice by email where the Member's or Resident's telefax number or email address is recorded with the Trustees.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER DATE

50.5 A Member or Resident who has furnished an electronic address to the Association or to his Body Corporate, Sectional Title HOA or Sub-HOA (as the case may be) authorises the Association to use that electronic address and to use electronic communication to give any notices, documents, records, legal process or statements or notices of availability of the aforegoing which the Association is required to or wishes to serve upon the Member or Resident.

50.6 A Member or Resident may by notice in writing to the Trustees alter his domicilium, provided such new address may not be a post office box or post restante and provided such address is within the Republic of South Africa and shall not be effective until 14 (fourteen) days after receipt of such notification.

50.7 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Member or Resident shall be adequate written notice or communication to such Member or Resident notwithstanding that it was not sent to or delivered at his *domicilium citandi et executandi*.

50.8 Any notice to a Member or a Resident:

50.8.1 delivered by hand to a responsible person at his *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

50.8.2 sent to him by electronic mail shall be deemed to have been received on the date and at the time recorded by the computer used by the Association, unless there is conclusive evidence that it was delivered on a different date or at a different time.

## 51 AMENDMENT

51.1 No provision hereof shall be added to, amended, substituted or repealed without the prior consent in writing of:

51.1.1 the Local Authority if such amendment affects the Local Authority if it in any way amounts to an amendment of the requirements set out in section 29(3)

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER

of the Stellenbosch Municipality Land Use Planning By-Law, 2015 (as amended), and

51.1.2 the Community Scheme Ombud Service, only insofar as may be applicable; and

51.1.3 the Developer for as long as the Developer is a Member.

51.2 Clauses 7, 9.1.5, 13, 16, 17.1, 20, 23, 24.4.1, 24.15, 24.16, 24.17, 28.1, 30.6, 31, 32.3.1, 36.1, 36.3, and this clause 51 may not be amended without the Developer's prior written consent.

51.3 Subject to the provisions of clause 51.1, such addition, amendment, substitution, or repeal shall require the passing of a Special Resolution adopted at an annual general meeting or general meeting of the Members.

51.4 The Developer shall be entitled to make additions or amendments to this Constitution, in its discretion, provided that –

51.4.1 such addition or amendment is required by a financial institution, as a prerequisite or condition for the Developer to secure development finance in respect of the Development; and

51.4.2 such addition or amendment is approved by the Local Authority, if required in terms of the By-Law.

## 52 SECTIONAL TITLE HOAS

52.1 The Developer reserves the right to establish Sectional Title HOAs in respect of any group of Sectional Title Schemes forming part of the Development and for the Bodies Corporate in respect of such Sectional Title Schemes to cede and delegate their rights and obligations to such Sectional Title HOA.

52.2 Each Sectional Title HOA will be required to pay levies to the Association in order to contribute on a pro rata basis to the costs of the Association attributable to the

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER
23/5/2023
DATE

use of the Association's property, infrastructure, service providers and the like by the members of the Sectional Title HOA in question. The levies payable by each Sectional Title HOA to the Association will be determined by the Trustees of the Association, whose determination will be final and binding upon each Sectional Title HOA and each member of each Sectional Title HOA.

52.3 Members of the Sectional Title HOAs shall be entitled to use the communal facilities of the Association and shall be treated as members of the Association for this purpose. If any Sectional Title HOA fails to make payment of any amount due by it to the Association then the Trustees of the Association shall be entitled to suspend the rights of the Sectional Title HOA in question, and the rights of its members to use the Association's property, infrastructure, service providers and the like until such time as all amounts payable by the Sectional Title HOA to the Association have been paid in full.

52.4 The trustees and members of each Sectional Title HOA agree that each of them will be bound by any decisions taken by the Association at a general meeting and / or taken by the Trustees of the Association which affect their rights and obligations and each trustee and member of each Sectional Title HOA agrees to be bound by and to adhere to such provisions of the Association's Constitution and Rules and Regulations which are intended by the Trustees of the Association to apply to them.

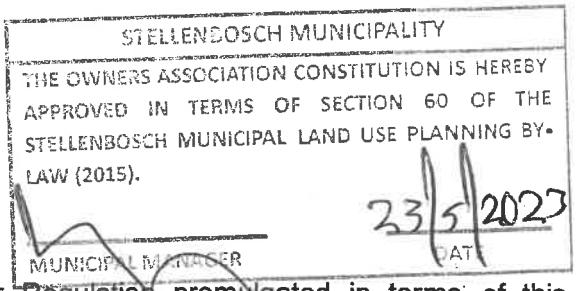
52.5 Any dispute, question or difference that may arise between any Member or Resident of the Association and any member or resident of any Sectional Title HOA or between any Trustee of the Association and any trustee of any Sectional Title HOA or between any Trustee of the Association and any member of any Sectional Title HOA out of or in regard to:

52.5.1 the interpretation of;

52.5.2 the effect of;

52.5.3 their respective rights or obligations under;

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
MUNICIPAL MANAGER 23/5/2023 DATE



52.5.4 a breach of,

this Constitution or any Rule or Regulation promulgated in terms of this Constitution shall be decided by Arbitration in the manner set out in clause 49 of this Constitution.

## 53 SUB-HOMEOWNERS' ASSOCIATIONS

53.1 The Developer reserves the right to establish Sub-HOAs for any extensions of the Development.

53.2 Each Sub-HOA will be required to pay levies to the Association in order to contribute on a pro rata basis to the costs of the Association attributable to the use of the Association's property, infrastructure, service providers and the like by the members of the Sub-HOA in question. The levies payable by each Sub-HOA to the Association will be determined by the Trustees of the Association, whose determination will be final and binding upon each Sub-HOA and each member of each Sub-HOA.

53.3 Members of the Sub-HOAs shall be entitled to use the communal facilities of the Association and shall be treated as members of the Association for this purpose. If any Sub-HOA fails to make payment of any amount due by it to the Association then the Trustees of the Association shall be entitled to suspend the rights of the Sub-HOA in question, and the rights of its members to use the Association's property, infrastructure, service providers and the like until such time as all amounts payable by the Sub-HOA to the Association have been paid in full.

53.4 The trustees and members of each Sub-HOA agree that each of them will be bound by any decisions taken by the Association in General Meeting and / or taken by the Trustees of the Association which affect their rights and obligations and each trustee and member of each Sub-HOA agrees to be bound by and to adhere to such provisions of the Association's Constitution and Rules and Regulations which are intended by the Trustees of the Association to apply to them.

53.5 Any dispute, question or difference that may arise between any Member or Resident of the Association and any member or resident of any Sub-HOA or between any Trustee of the Association and any trustee of any Sub-HOA or between any Trustee of the Association and any member of any Sub-HOA out of or in regard to:

53.5.1 the interpretation of;

53.5.2 the effect of;

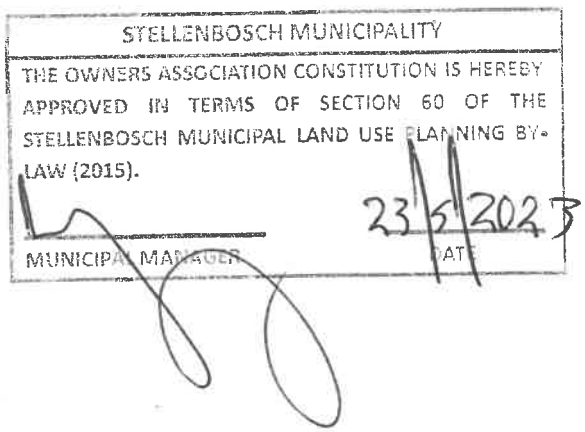
53.5.3 their respective rights or obligations under;

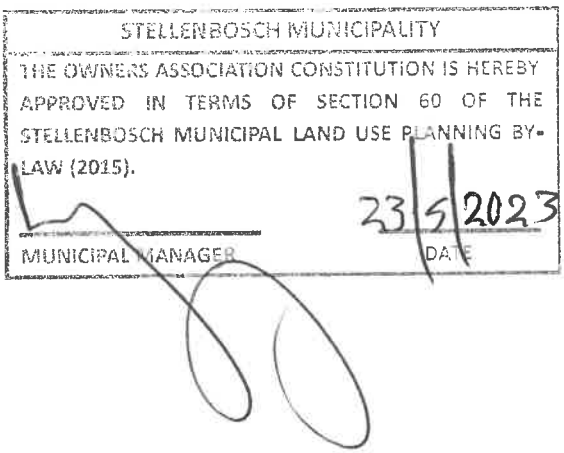
53.5.4 a breach of,

this Constitution or any Rule or Regulation promulgated in terms of this Constitution shall be decided by Arbitration in the manner set out in clause 49 of this Constitution.

## 54 DISSOLUTION OF ASSOCIATION

Upon dissolution of the Association for any reason whatsoever, the Association's remaining assets shall be distributed to a similar association of persons which is exempt from income tax under section 10(1)(e) of the Income Tax Act No. 58 of 1962.




STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).
23/5/2023
MUNICIPAL MANAGER
DATE

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

# ANNEXURE B

newinbosch
NEIGHBOURHOOD

# NEWINBOSCH NEIGHBOURHOOD GUIDELINES

Version 2.8

2022-11-23

CNDV LANDSCAPE ARCHITECTS

similan | OL

NEWINBOSCH NEIGHBOURHOOD GUIDELINES

VERSION 2.8 2022-11-23

**TABLE OF CONTENTS**


1. INTRODUCTION ..... 2

2. GENERAL PRINCIPLES ..... 3

3. PLANNING CONTROLS ..... 5

3.1 CONTROLS DETAIL DESCRIPTION ..... 5

3.2 HOUSING TYPOLOGY SPECIFIC DESCRIPTION ..... 6

4 ARCHITECTURAL ELEMENTS AND MATERIALS ..... 13

4.1 ROOFS ..... 13

4.2 WALLS ..... 13

4.3 APPROVED FEATURE WALL COLOUR PALETTE ..... 14

4.4 BOUNDARY WALLS ..... 14

4.5 WINDOWS, SHUTTERS AND DOORS ..... 15

4.6 HANDRAILS AND BALUSTRADES ..... 15

4.7 PERGOLAS ..... 15

5 GENERAL DESIGN GUIDELINES AND RESTRICTIONS ..... 16

6 LANDSCAPE DESIGN GUIDELINES ..... 17

7 PROPOSED PLANT LIST ..... 20

## 1. INTRODUCTION

Newinbosch Neighbourhood is designed using the "Boland Village" character as a guide, which is sympathetic to the vernacular and has strong references to the historic "werf" layout scheme. The Design Guidelines serve to preserve the contemporary cape vernacular architectural character of Newinbosch and to protect the investment value of the development.

The Design Guidelines are not restrictive conditions but promote an overall design identity and collective architectural character throughout the neighbourhood, whilst allowing flexibility for individual expression and creativity.

The Design Guidelines have been prepared by the developers and their professional team. The developers, Home Owners Association and controlling architects will ensure that the guidelines are complied with during the design and construction phases.

The Design Guidelines include:

- **General Principles** and application rules that outlines the procedural principles when doing a design application at Newinbosch.
- **Planning Controls** that regulate the planning of the site and property layout.
- **Architectural Elements and Materials** that form the essence of the architectural character of the neighbourhood. By controlling these elements, the full aesthetic and investment potential of Newinbosch will be realised as it is being developed.
- **General Design Guidelines and Restrictions** that contribute to the overall design identity of Newinbosch.
- **Landscape Design Guidelines** to ensure that the landscape is considered together with the building design.

**CONTROLLING ARCHITECTS:**
OSMOND LANGE ARCHITECTS
TEL: 021 948 1877
CONTACT PERSON: AVRIL PATERSON
EMAIL : avrilp@o-l.co.za

**CONTROLLING LANDSCAPE ARCHITECTS:**
CNDV LANDSCAPE ARCHITECTS
TEL: 021 810 7799
CONTACT PERSON: TANYA DE VILLIERS
EMAIL : tanya@cndv.biz

**NEWINBOSCH HOA OFFICE:**
SIMILAN
TEL: 021 883 2433
CONTACT PERSON: PIETER DU TOIT
EMAIL: pieter@similan.co.za

## 2. GENERAL PRINCIPLES

**2.1** The Design Guidelines is to read together with the Home Owners' Association (HOA) Constitution.

**2.2** Homeowners must comply with the Design Guidelines when houses are designed and built.

**2.3** The controlling architects will ensure that these guidelines are complied with during the design phase and conduct an inspection to ensure compliance of the building with the approved drawings prior to issue of an occupation certificate.

**2.4** The HOA reserves the right to amend the rules and guidelines in this guidelines document as the need arises from time to time, without retroactive effect, for architectural and aesthetic items, without the approval of the local authority. This provides to take account of areas and subjects not covered in the current guidelines, or in order to amend or clarify certain areas or subjects previously dealt with. In the event of amendments, the guidelines applicable shall be those in force at the time of submission of plans to the HOA's Design Panel (Panel).

**2.5** The Design Guidelines are supplementary to the National Building Regulations and requirements of the Local Authority.

**2.6** The neighbourhood landscape design includes a strong re-forestation theme with water harvesting and natural eco-system reintroduction as a design ethos. Planting along roads and within open spaces will attempt to introduce a variety of habitats and ecological corridors across the site. The landscape design strives to incorporate numerous spaces for outdoor activity, catering for both passive and active recreation for all age groups.

### 2.7 CONSTRUCTION

2.7.1 Construction work must commence on site within 24 months of the date of first transfer of the erf and is to be completed within 36 months of the date of first transfer of the erf.

2.7.2 Construction work must commence on site within 12 months of the HOA approval.

2.7.3 If construction work has not commenced within 12 months of the HOA approval, such approval shall lapse and a new submission is to be made to the HOA for approval, irrespective of any previous HOA or local authority approvals.

### 2.8 SUBMISSION OF PLANS

2.8.1 All plans must be prepared by a Registered Professional Architect (Pr Arch) and submitted on a Pr Arch title block to the HOA for checking by the controlling architects and approval by the HOA.

2.8.2 All plans must be scrutinised by the Panel prior to submission to the local authority for approval. A plan scrutiny fee is payable by the owner when the plans are submitted for approval to the HOA, in respect of this service.

2.8.3 Only after this approval has been obtained in writing can the plans be submitted to the local authority.

2.8.4 It is the owner's responsibility to ensure that all plans are submitted and approved by both authorities prior to construction.

2.8.5 Each submission shall have either a full coloured and shaded rendering of the street facing elevation or a three dimensional perspective of the same view.

2.8.6 For a submission a landscape plan (compliant with the regulations) must be included with the building plans for approval.

2.8.7 Drawings must be submitted and approved before any construction may be carried out.

2.8.8 All submitted drawing shall have the following disclaimer added to the title block:

"It is acknowledged and understood that any submissions which are approved, do not include automatic approval of any plan and/or structure, which may deviate from any requirement in the Design Guidelines. Any deviations from the Design Guidelines must be submitted to the HOA with a waiver application. No waiver granted in this process will create a precedent for approval of future waiver applications or be construed to modify the rules in any way."

2.8.9 The decision of the HOA in respect of interpretation of these controls will be binding. No waiver of any of these controls will create a precedent for future applications. (rule)

2.8.10 No deviations from the approved drawings will be permitted unless the deviation is re-submitted and approved in writing prior to construction. (rule)

2.8.11 Should there be any matters not covered in the Design Guidelines, and in the event of a difference of interpretation, the Panel shall make a ruling, which shall be binding.

2.8.12 The responsibility that all homes comply with the South African Building Regulations and these guidelines rests entirely with the owner of an erf and his architect/responsible person who executes the design and submission drawings. Specific attention is drawn to the "Public Safety Regulations", Part D of the South African National Standards 10400 with reference to Part (D1) "Change in levels", referring to balustrades on stairs and outside terraces.

2.8.13 Alterations and Additions

2.8.13.1 Drawings must be submitted and approved before any alterations and additions may be carried out. This includes both deviation from an approved building plan as well as any work which may be contemplated after occupation.

2.8.13.2 Drawings of alterations or additions must be submitted as for the normal process. The new work is to be coloured and clouded on the submission and clearly listed . A fee of 50% of the full submission fee will be payable on alterations and additions submissions.

## 2.9 APPROVAL

2.9.1 Approval by the HOA is valid for 12 months from the date of endorsement noted on the approved drawings.

2.9.2 Approval by the HOA does not exempt the applicant from any other legislation, bylaws or regulations that may be applicable by any statutory body with control over the estate.

2.9.3 On approval of a submission by the HOA, the controlling architect shall endorse the drawing pack which may then be submitted to the local authority by the applicant.

2.9.4 Approved drawings are required from the HOA prior to commencement of any construction activities. Where construction work of any nature is carried out without such approval the HOA may give notice for its removal within 14 days. If the unapproved work is not removed on expiry of such notice the HOA may engage others to remove the unapproved work and recover the costs of this work from the Property Owner.

2.9.5 Drawings must include landscaping zones: showing trees, shrubs and lawn areas.

2.9.6 Drawings must include landscaping/ hard surfaces (paved/ tarred areas) zones. Showing trees, planting and lawn areas, as well as 0.5m contours, retaining walls and slopes.

## 2.10 WAIVER APPLICATION

2.10.1 Any submissions which deviate from these guidelines shall be accompanied by a fully motivated waiver application requesting extra approval.

2.10.2 Only once such waiver application is approved, may such deviation be included on the plans submitted.

2.10.3 It is the discretion of the controlling architect and the duly appointed HOA representatives to approve or decline a waiver application, based on whether the waiver will promote good architecture and enhance the character of the estate.

2.10.4 No waiver granted in this process will create a precedent for approval of future waiver applications or be construed to modify the rules in any way.

## 2.11 CERTIFICATE OF FINAL APPROVAL

2.11.1 After inspection of the completed construction, including installation of landscaping, approval is given and a certificate of "Final Approval" will be issued.

2.11.2 Any deviation from plans that have been approved at any stage of the design review procedure must be submitted for approval. No works related to deviations from approved plans may be actioned until the necessary approval has been obtained.

2.11.3 Any stop order on work in progress issued to cease building operations on a particular aspect of the building pending further review, is to be complied with immediately. Any unauthorised deviation, or work undertaken in defiance of the Panel's request can, at the discretion of the Panel, be demolished at the member's expense and made good as approved.

2.11.4 Failure to build in accordance with the approved plans or repeated refusal to deal with issues raised, will result in the Certificate of Final Development Approval being withheld. Attention is drawn to the fact that the Certificate of Final Development Approval noted above and issued by the Panel is a prerequisite for obtaining a certificate of occupancy from the Local Authority. Such Certificate of Final Development Approval (where occupancy is sought prior to final completion of the development) may be issued subject to conditions.

## 3. PLANNING CONTROLS

### 3.1 CONTROLS DETAIL DESCRIPTION

3.1.1 Density

The number of residential units per erf.

3.1.2 Height:

The controlling architect will measure this according to the original site survey plan - which indicates the contour lines for the development and was drawn up by the land surveyor. Each plan submission is to include the existing and proposed contour levels of the site.

3.1.3 Coverage:

All hard roofed patios, verandas, and similar areas are to be included in all coverage calculations.

3.1.4 Building Lines:

All covered or enclosed construction elements are to be built within the stipulated building lines.

3.2.1 Boundary Walls/Fences:

Common boundaries are to be defined by walls as per height and materials stipulated in section 4.4. Street boundaries are encouraged to be kept free of walls to facilitate interaction between private spaces and the public streets.

3.2.2 Parking:

Each property must allow for a minimum of one visitor parking bays fully on the property (not fully or partly on the verge).

## 3.2 HOUSING TYPOLOGY SPECIFIC DESCRIPTION

Planning controls are stipulated per housing typology, which includes Apartments, FLISP Houses, Rowhouses, Cluster Houses and Single Residential Houses. See diagram 1 for the positioning of typologies

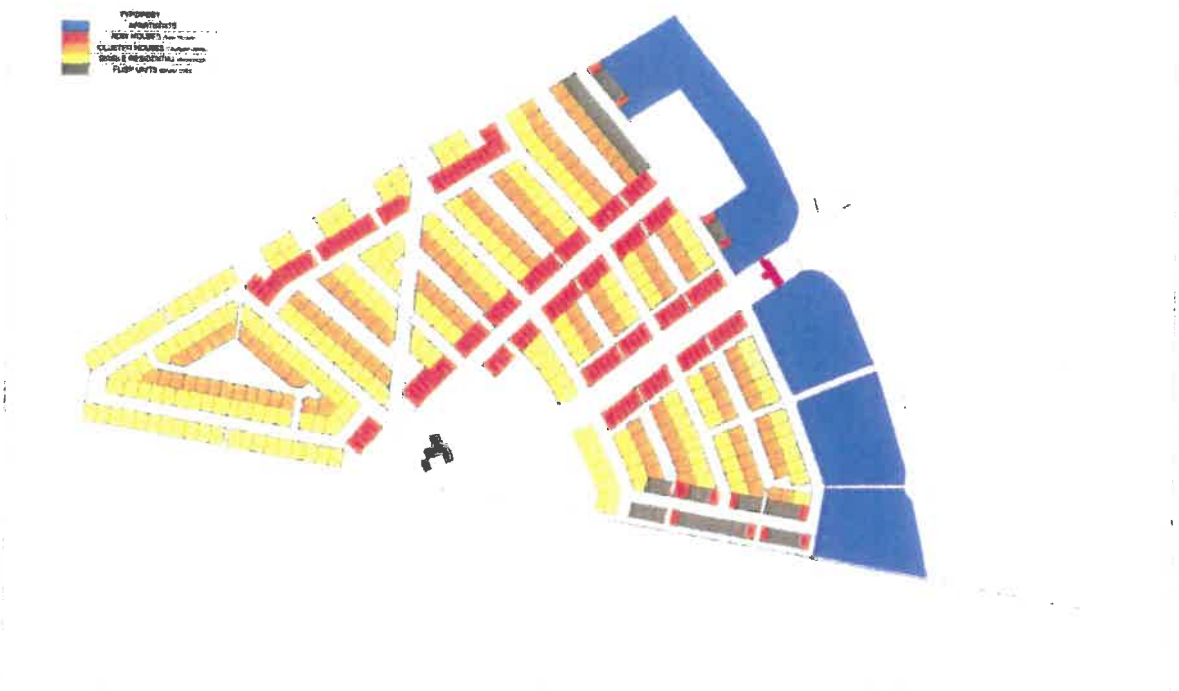


Diagram 1: Housing Typologies

### 3.2.1 APARTMENTS

| | | |
|---|---|---|
| DENSITY: | Multiple sectional title units per erf | |
| HEIGHT: | Maximum 4 storeys | |
| COVERAGE: | Maximum 75% | |
| BUILDING LINES: | Street. | 2m |
| | Sides | 1m |
| | Rear | 1m |
| BOUNDARY WALLS: | Street | Maximum 1,8m high<br>Minimum 50% visually permeable |
| | Common | Maximum 1,8m high |
| PARKING: | Minimum 1,5 bay per unit | |

### 3.2.2 FLISP HOUSES

| | | |
|---|---|---|
| DENSITY: | Multiple sectional title units per erf | |
| HEIGHT: | Maximum 2 storeys | |
| COVERAGE: | Maximum 60% | |
| BUILDING LINES: | Street | 0m |
| | Sides | 0m |
| | Rear | 0m |
| BOUNDARY WALLS: | Street | Maximum 1,8m high<br>Minimum 50% visually permeable |
| | Common | Maximum 1,8m high |
| PARKING: | Minimum 1 bay per unit | |

### 3.2.3 ROW HOUSES

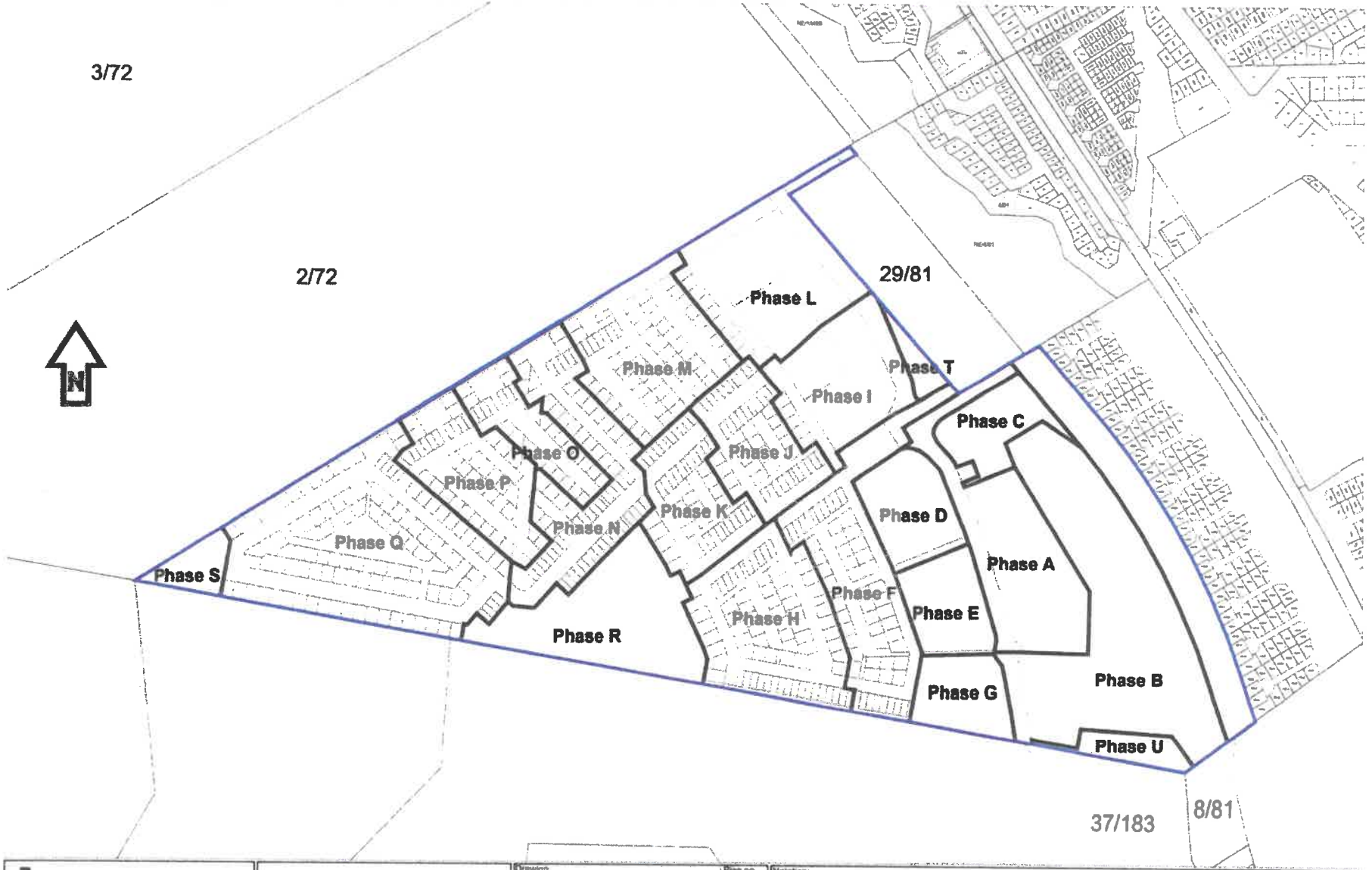
| | | |
|---|---|---|
| DENSITY: | 1 Unit per erf | |
| HEIGHT: | Maximum 2 storeys | |
| COVERAGE: | Maximum 65% | |
| BUILDING LINES: | Street | 0m |
| | Sides | 0m |
| | Rear | 0m |
| BOUNDARY WALLS: | Street | Maximum 1,8m high<br>Minimum 50% visually permeable |
| | Common | Maximum 1,8m high |
| PARKING: | Minimum 2 bays per unit | |

### 3.2.4 CLUSTER HOUSES

| | | |
|---|---|---|
| DENSITY: | 2 Unit per erf | |
| HEIGHT: | Maximum 2 storeys | |
| COVERAGE: | Maximum 65% | |
| FAR: | Maximum 1,0 | |
| BUILDING LINES: | Street | 0 m |
| | Sides | 0m |
| | Rear | 0m |
| BOUNDARY WALLS: | Street | Maximum 1,8m high<br>Minimum 50% visually permeable |
| | Common | Maximum 1,8m high |
| PARKING: | Minimum 2 bay per unit | |

### 3.2.5 SINGLE RESIDENTIAL HOUSES

| | | |
|---|---|---|
| DENSITY: | 1 Unit per erf | |
| HEIGHT: | Maximum 2 storeys | |
| COVERAGE: | Maximum 60% | |
| FAR: | Maximum 1,0 | |
| BUILDING LINES: | Street | 0m |
| | Sides | 0m |
| | Rear | 0m |
| BOUNDARY WALLS: | Street | Maximum 1m high<br>Minimum 50% visually permeable |
| | Common | Maximum 1,8m high |
| PARKING: | Minimum 2 bay per unit | |




ARCHITECTS
TOWN PLANNERS
URBAN DESIGNERS

newinbosch
NEIGHBOURHOOD

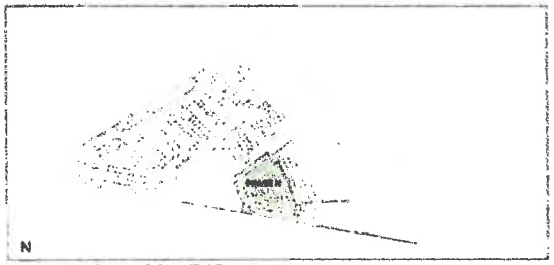
| Drawing | | Plan no |
|---|---|---|
| Phasing Plan | | 2 |
| Date | Scale | |
| 21/02/2022 | 1:2000 (A1) | |
| Project no.: | Drawn: | Checked: |
| 3820-P | WH | JvR |

Notation:
Cadastral information obtained from Surveys and Mapping (DRDLR)
Aerial Photography obtained from Surveys and Mapping (DRDLR)
Phasing Plan done by Osmond Lange Architects.
Road design done by UDS Africa.
Servitudes done by BSI.
Each phase will be developed on an adhoc basis and not in a specific order.

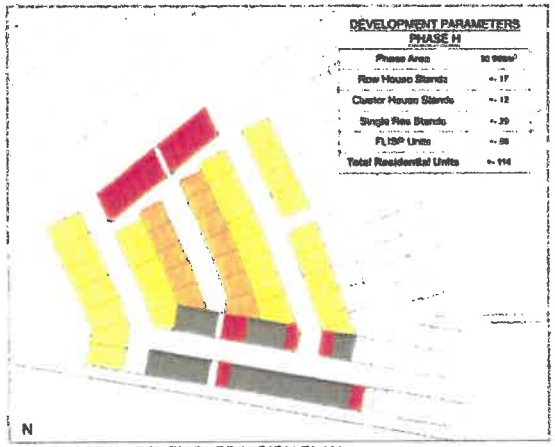
* All areas and dimensions are approximate and should be verified by a professional land surveyor

* This drawing is the property of TV3 Architects and Town Planners (Pty) Ltd and copyright is reserved

TYPICAL ROW HOUSING
(TOWN HOUSE)
TYPICAL CLUSTER HOUSING
(COURTYARD HOMES)
TYPICAL SINGLE RESIDENTIAL HOUSING
(HOME ESTATE)
TYPICAL FLISP HOUSING
(SIMPLES)
TYPICAL GATE HOUSE
PHASE F - LOCALITY PLAN
PHASE F - ERVEN SUBDIVISION PLAN
PHASE H - MASTER PLAN
newinbosch



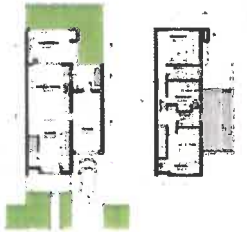

PHASE H - LOCALITY PLAN

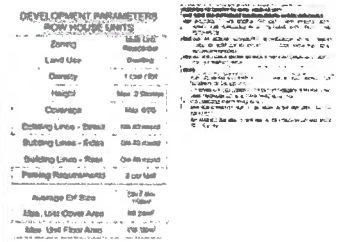



PHASE H - ERVEN SUBDIVISION PLAN

PHASE H - MASTER PLAN

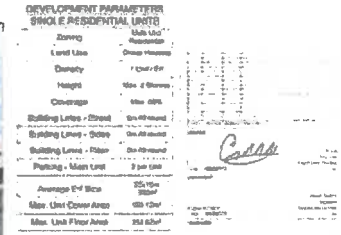
TYPICAL ROW HOUSING
(TOWN HOUSE)



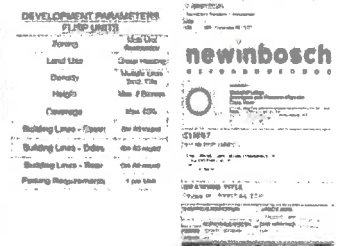



TYPICAL CLUSTER HOUSING
(COURTYARD HOMES)

TYPICAL SINGLE RESIDENTIAL HOUSING
(HOMESTEAD)




TYPICAL FLISP HOUSING
(SIMPLEX)



PHASE R - COMMUNAL FACILITY ELEVATIONS & 3D PERSPECTIVES
PHASE R - MASTER PLAN
PHASE R LOCALITY PLAN
DEVELOPMENT PARAMETERS COMMUNAL FACILITY
PHASE R - COMMUNAL FACILITY
PARKING REQUIREMENTS
PARKING PROVISION

## 3.3 DRIVEWAYS

**3.3.1** The driveway access to the road may not exceed 5.5m in width where it crosses the erf boundary. Where multiple accesses are used the total width of the driveway at the boundaryshall not exceed 9m.

**3.3.2** Driveways are to be extended from the erf boundary to the adjoining kerb.

**3.3.3** Driveway materials can be clay or cement brick pavers in accordance with approved material list.

**3.3.4** Grass-block pavers are encouraged.

**3.3.5** Asphalt driveways are not permitted.

**3.3.6** Trees on the sidewalk may not be removed and members and their architects are to design to accommodate trees on the sidewalk.

# 4 ARCHITECTURAL ELEMENTS AND MATERIALS

## 4.1 ROOFS

The approach to roof designs are to keep the roof forms simple and unadorned. All roofs to be a dark grey colour from the colour palette in this Design Guideline. Garage and carport roofs must match the material & colour of the house roof

4.1.1 The following roof finishes are permitted:
- 4.1.1.1 Corrugated and concealed fix metal roof sheeting in grades of white, grey or black.
- 4.1.1.2 Marley Modern concrete roof tiles in grades of grey.
- 4.1.1.3 Polycarbonate sheeting in grades of white and grey.
- 4.1.1.4 Natural finish fibre cement.
- 4.1.1.5 Metal sheeting in galvanised finish

4.1.2 The following roof finishes are prohibited: (rule)
- 4.1.2.1 Thatch
- 4.1.2.2 Visible translucent sheeting
- 4.1.2.3 Metal roof tiles

4.1.3 The following roof forms and accessories are specifically prohibited: (rule)
- 4.1.3.1 Hipped roofs
- 4.1.3.2 Roofs that change in pitch
- 4.1.3.3 Rotating cowl type chimney vents

4.1.4 It is suggested that all rainwater goods which are exposed be painted to match building colour or roof colour. (guideline)

4.1.5 Permitted roof pitches are either 30° or 45°. (rule) Permitted roof pitches are either 30° or 45°. (rule)

4.1.6 Roof articulation is to be simple pitched forms, separated from other pitched roofs by flat roofs.

4.1.7 Chimneys are to be of masonry work in a finish as permitted for walls. Chimneys of metal, finished to match the roof may be permitted at the committee's discretion where these project through the roof in such a position that their visual effect is limited and that they do not project higher than any adjoining ridge and that the exposed portion do not exceed 50% of the height of the roof they are positioned in (rule).

4.1.8 Any PV panel or solar collector panels are to be mounted in the same plane as the roof and frames and brackets are to be coloured to match the roof finish. Installation and extent must be shown on the submission drawings (rule).

4.1.9 Any fixed fabric awnings must note be visible from the road (rule). The awning material must be of a uniformly matt finish with the appearance of canvas.

## 4.2 WALLS

4.2.1 The following wall finishes are permitted:
- 4.2.1.1 Smooth plaster and paint (colour to the approved palette).
- 4.2.1.2 Fairfaced brickwork with paint finish (colour as per approved charts provided) (rule).
- 4.2.1.3 Metal cladding in corrugated or concealed fix profiles. Colour in grades of white, grey or black. Sheeting profile and colour to match what is used on roof.

4.2.2 Designers are encouraged to use the wall finishes in combinations (guideline).

4.2.3 Plumbing pipes are to be neatly arranged or concealed to not detract from the overall neighbourhood appearance.

4.2.4 Plaster mouldings specifically prohibited (rule).

4.2.5 Doric columns or any elaborate pillars are specifically prohibited (rule).

4.2.6 The following materials are allowed on the visible façade walls, but only as feature walls that are limited to 15% of the visible façade:

- 4.2.6.1 Minimal accent colours (colour to the approved palette)
- 4.2.6.2 Facebrick walls are allowed,

4.2.6.3 Integral coloured rendered wall coatings such as Marmoran, Gama Zenith and Earthcote within the approved Newinbosch palette. (Design Guideline)

4.2.6.4 Drypack stonework

## 4.3 APPROVED FEATURE WALL COLOUR PALETTE

4.3.1 Buildings are to be simple in form with a limited material and colour selection.

4.3.2 The following paint palettes are approved. The colours can be matched by a competent paint suppliers on approval of the HOA.

4.3.3 A single field colour and one accent colour may be chosen from the following approved colour palette. The approved palettes are;

4.3.3.1 Palette 1: Marble_ Exterior Texture Palette

4.3.3.2 Palette 2: Jade_ Exterior Texture Palette

4.3.3.3 Palette 3: Slate_ Exterior Texture Palette

4.3.3.4 Palette 4: Clay_ Exterior Texture Palette

4.3.3.5 Palette 5: Dark_ Interior Texture Palette

4.3.3.6 Palette 6: Cool Light_ Interior Texture Palette

4.3.3.7 Palette 7: Warm Dark_ Interior Texture Palette

4.3.3.8 Palette 8: Warm Light_ Interior Texture Palette

Note that before any accent colour is applied an elevation indicating the extent of the application is to be approved by the HOA.

4.3.4 Metal cladding in corrugated or concealed fix profiles. Colour in grades of white, grey or black. Sheeting profile and colour to match what is used on roof

## 4.4 BOUNDARY WALLS

4.4.1 Boundary walls are used as the unifying element in housing clusters that allow moderate variety. The Cape Winelands estate werf walls are used as a precedent with all walls to be plastered blockwork walls with coved tops.

4.4.2 Common werf walls will be maximum 1,5m high and front werf walls will be maximum 1m high.

4.4.3 Street boundaries are encouraged to be kept free of wall structures to facilitate interaction between private spaces and the public streets. Where walls are provided, the height is limited to 1m high and must be minimum 50% visually permeable.

4.4.4 A minor percentage of solid fence or wall is allowed for each erf type to ensure privacy around kitchen yard and service spaces.

4.4.5 Fencing shall be black or charcoal in colour.

4.4.6 Retaining walls: No slopes shall be steeper than 1:3.

4.4.7 Retaining walls should not be higher than 1m and should either be built walls, or stone, or stone filled gabions. No "Terraforce" or "Loffel stein" will be allowed on the estate.

4.4.8 Full elevations and sections for all boundary walling indicating existing and finished ground levels as well as all applicable wall heights, details and wrought steel panels forming a part of the wall required with submission

4.4.9 The following wall finishes are not permitted:

4.4.9.1 Vibracrete

4.4.9.2 Spikes & razorwire fencing

4.4.9.3 Artificial plants on top or as part of

## 4.5 WINDOWS, SHUTTERS AND DOORS

4.5.1 Only the following frame and panel materials are permitted:
- 4.5.1.1 Timber - natural (oil or varnish finished) or painted black or white or limited approved accent colours as per approved palette.
- 4.5.1.2 Aluminium - powder / epoxy coated in black, dark grey or white.

4.5.2 Corner windows are permitted.
4.5.3 Front doors shall be simple and to match the windows and door in material and finishes.
4.5.4 Garage doors may be either of a single or double door width and may be either sectional overhead or tilt up type with a simple horizontal or vertical pattern.
4.5.5 External burglar bars and "Trellidor" are specifically prohibited.
4.5.6 Shutters can be of swing or sliding type. No 'faux' shutters will be permitted.
4.5.7 Glazing shall be clear except where UV protection is required where a grey or smoke tint may be permitted. Note that where this is intended it must be clearly stated on the building plan submission. Coloured tints (other than grey) as well as silver or other metallic colours, tints, interlayers or films are specifically prohibited.
4.5.8 Window sills and surrounds are to be simple and no decorative or figurative mouldings or sills are permitted.

## 4.6 HANDRAILS AND BALUSTRADES

4.6.1 All external balustrades are to be of a steel type and composed primarily of horizontal and vertical steel.
4.6.2 All balustrades to be black, white or a dark grey unless prior approval is obtained from the HOA.
4.6.3 External balustrades may be of frameless glass.

## 4.7 PERGOLAS

4.7.1 All pergolas are to be of powder coated aluminium box type (colour to the approved palette).

## 4.8 EXTERNAL LIGHTING

4.8.1 All external lighting on an erf is only to be done on approval by HOA. External lighting should complement the architecture and enhance the facade of a house, rather than overpower it.
4.8.2 Lighting of garden features should be done minimally to limit light pollution.
4.8.3 Maximum height of light fittings externally will be 1m above finished ground level, security 'floodlights' are not permitted.
4.8.4 Light fittings such as bollards should be black or charcoal in colour.

## 5 GENERAL DESIGN GUIDELINES AND RESTRICTIONS

5.1 All design decisions must take into consideration the "Boland Village" character of the estate.

5.2 If changes are made to the building plans that disrupt the privacy and views of the owners, the use of screen walls and planting should be considered to provide screening from adjoining buildings. (guideline)

5.3 No staff accommodation should be nearer to the street than the main building and should be integrated into the overall design. (guideline)

5.4 Any staff quarters or rooms intended for occupation by staff are to be clearly indicated on the submission drawings.

5.5 Outbuildings and additions should match the original building design in style and material usage.

5.6 No garden sheds, braai areas, Wendy houses, dog kennels are to be visible from the road. (rule)

5.7 No shade netting is permitted in the estate. (rule)

5.8 Photovoltaic and solar heating installations are permitted where mounted in the plane of the roof. It should be incorporated into the building and not be visible from the street. Solar heating panels should be clearly shown on the approval drawings.

5.9 Full details and specification of any photovoltaic and solar heating installation are required for approval before work is commenced. (rule)

5.10 TV aerials, satellite dishes and other exterior items must form part of, and be placed within, the basic structure and are to be clearly shown on the drawings for approval. (rule)

5.11 All exposed plumbing must be screened off from view. (rule)

5.12 Washing lines must be fully screened and may not be visible from the street or any adjoining public area.

5.13 Mechanical equipment and plant such as air-conditioners (and grilles), ducts, etc. must be designed into the buildings and / or adequately enclosed or screened off from view. (rule)

5.14 Water tanks are permitted and must be located in a position where it is not visible from the road, like a courtyard, or if it is visible, it must be concealed by a screen or vertical garden/ planters that ties in with the garden landscaping (rule). Any plumbing and pipework to be suitably concealed and fully detailed on the submission.

5.15 While the HOA and controlling architects may typically have no objection to pergolas extending beyond a building line, their approval does not guarantee approval of such an element by the Local Authority. The Local Authority may require separate neighbours comment or approval to permit such an element and each designer is encouraged to confirm the requirements with the Local Authority prior to submission. (guideline)

5.16 No private boreholes will be allowed in Newinbosch.

5.17 If gas is used for cooking and space heating, gas bottles must be stored according to regulations.

## 6 LANDSCAPE DESIGN GUIDELINES

6.1 The landscaping strives to relate to a rural or country aesthetic, with materials and planting referencing aspects of agricultural and natural landscapes as well as cape forests.

6.2 Street tree planting will consist of multiple trees to create a "forest" effect. It is anticipated that 4632 indigenous cape forest trees will be used in communal areas on the estate. A large communal vegetable/ fruit garden is proposed as part of the grappa shed "clubhouse" communal facilities.

6.3 It is anticipated that no potable water will be used for irrigation of communal spaces.

The landscape system will be focused on capturing and re-using storm water, with the addition of boreholes and possibly grey water. A system of narrow channels or 'grachts', swales and ponds will be used to capture, clean and store water for re-use as feature and irrigation water.

The overall design of open space linkages specifically ensure that water can flow into both the (reshaped) existing dam located to the east of the site, as well as to the ponds and 2 irrigation dams to the south.

A large natural swimming pool will form part of the offering to residents.

6.4 Shrubs and ground covers in the larger communal landscapes would be predominantly indigenous low maintenance / low water requirement plants, with some focal areas (such as and smaller courtyard gardens) having additional Cape feature planting (roses, vines, flowering plants and hedges), and herbs / vegetable gardens.

The landscape guidelines contain a list of plants allowed on the estate, to ensure that home owners also understand and adhere to the landscape character.

6.5 The lighting will be designed to be minimal, with only low level pedestrian lighting and some reserved up-lighting incorporated in landscaped areas. Where pole top lights are used, lighting should not spill upwards, to avoid light pollution.

Spotlighting, colourful lighting etc will not be allowed on the estate.

6.6 The development encourages members to harvest rain water for reuse. Rooftop rainwater harvesting is an inexpensive and effective method, by channelling rain water from the roof through gutters and downpipes into a water tank. A JoJo tank or corrugated iron tank may be used. The water tank must be located in a position where it is not visible from the road, like a courtyard, or if it is visible, it must be concealed by a screen or vertical garden/ planters that ties in with the garden landscaping. Only black or charcoal "Jojo" tanks are allowed on the estate.

6.7 The street numbers of dwellings on an Erf contributes to the overall aesthetic of the estate. For this reason, the numbers must also be approved by the HOA. No backlighting of numbers is permitted and no fluorescent lighting is permitted. Black or charcoal letters and numbers are proposed.

## 7 PROPOSED PLANT LIST

**Shrubs 3-5/m²**

- Agapanthus africanus blue /white
- Agathosma capensis 'Paarl'
- Agathosma ciliaris
- Aristea major
- Barleria obtusa 'Blue'
- Bauhinia galpinii
- Berzelia lanuginose
- Carissa macrocarpa 'Green Carpet'
- Cliffortia heterophylla
- Coleonema album
- Coleonema pulchellum
- Chasmanthe aethiopica
- Dietes grandiflora
- Diospyros glabra
- Elegia tectorum 'Fishoek'
- Elegia tectorum (large)
- Erica gracilis
- Erica quadrangularis
- Erica verticillata
- Eriocephalus africanus
- Felicia amelloides
- Felicia filifolia
- Halleria lucida
- Leonotis leonorus – white
- Leucospermum tottum - pink
- Lobostemon argenteus
- Lobostemon fruticosus
- Lobostemon montanus
- Metalasia muricata
- Myrsine africana
- Pelargonium sp
- Plectranthus ecklonii 'Medley Wood' blue (shade)
- Plumbago auriculata – blue
- Podalyria calyptrate
- Podalyria sericea
- Polygala myrtifolia 'Glentana'
- Protea repens
- Salvia sp
- Scabiosa africana
- Searsia sp
- Tecoma capensis Pink Blush

**Groundcovers 5-7/m²**

- Aloysia citrodora 'lemon verbena'
- Aptenia cordifolia 'purple'
- Agapanthus nana 'Peter Pan' / miniature blue
- Agapanthus nana 'Peter Pan' / miniature white

- Agathosma sp.
- Arctotis White
- Arctotis Pink
- Aristea africana
- Asparagus densiflorus 'Mazeppa'
- Barleria repens 'Purple Prince'
- Carpobrotus acinaciformis
- Carpobrotus edulis
- Crassula pellucida
- Geranium incanum
- Gazania – white
- Gazania – pink
- Helichrysum teretifolium
- Juncus lomatophyllus
- Lampranthus spectabilis 'Purple'
- Limonium perigrinum
- Origanum vulgare
- Osteospermum ecklonii
- Osteospermum jucundum
- Osteospermum pink
- pelargonium capitatum
- Plectranthus ciliates
- Pelargonium peltatum
- Plectranthus neochilus
- Ruschia macowanii
- Sutera cordata 'Blizzard'
- Thyme sp.

**Bulbs 3-5/m²**

- Amaryllis belladonna
- Brunsvigia marginata
- Chasmanthe aethiopica
- Watsonia pink
- Watsonia white
- Zantedeschia

**Traditional Cape Plants (non invasive):**

- Iris evergreen blue bearded
- Iris evergreen purple bearded
- Lavandula sp
- Roses
- Vitis coignetiae (ornamented vine)
- Vitis labrusca (catawba)
- Herbs 5-7/m²
- Aloysia citrodora (lemon verbena)
- Laurus nobilis
- Rosmarinus officinalis
- Salvia officinalis
- Santolina sp.
- Thymus vulgaris
- Tulbaghia fragrans

- Aquatic and Marginal plants 3-5/m²
- Aponogeton distachyos
- Bulboschoenus maritimus
- Calopsis paniculata
- Carex clavata
- Cyperus textilis
- Elegia sp
- Ficinia nodosa
- Isolepis prolifer
- Juncus sp
- Mariscus thunbergii
- Nymphaea capensis (blue)
- Oxalis sp
- Potamogeton pectinatus
- Prionium serratum (Palmiet)
- Restio festuciformis
- Schoenoplectus sp
- Scirpus nodosus
- Sparaxis bulbifera
- Spiloxene sp
- Thamnochortus insignis
- Wachendorfia paniculate
- Zantedeschia aethiopica

**Swales**

- Ficinia nodosa
- Isolepsis ludwigii
- Isolepsis prolifer
- Juncus effusus
- Juncus lomatophyllus
- Mariscus thunbergii

**Tree Species**

- Brabejum stellatifolium
- Calodendrum capense
- Celtis africana
- Celtis sinensis
- Ceratonia siliqua
- Cunonia capensis
- Cupressus sempervirens 'stricta'
- Curtisia dentata
- Dais cotinifolia
- Dombeya sp.
- Ekebergia capensis
- Erythrina caffra
- Erythrina lysistemon - Red
- Euclea racemosa
- Ficus natalensis
- Harpephyllum caffrum
- Ilex mitis
- Kiggelaria africana

- Maytenus oleoides
- Nuxia floribunda
- Olea europaea subsp. africana
- Platanus acerifolia
- Pinus pinea (stone pine)
- Podocarpus falcatus
- Pterocelastrus tricuspidatus
- Quercus cerris/rubra (Turkey Oak)
- Quercus nigra
- Rapanea melanophloeos (Cape beech)
- Salix mucronata (Cape willow)
- Sideroxylon inerme (Milk wood)
- Syzygium cordatum
- Syzygium guineense

**Fruit Trees**

- Apples
- Almonds
- Fig Black
- Fig Red
- Lemons 'Eureka'
- Lemons Cape Roughskin
- Oranges
- Olives
- Pears
- Pomegranates with soft seeds
- Quince
- Pecan nuts
- Tahiti limes

**Climbing Plants**

- Asparagus falcatus
- Clematis brachiata
- Jasminum multipartitum (Starry jasmine)
- Rosa multiflora carnea
- Vitis coignetiae

**Hedge Species 3-5/LM**

- Coleonema sp
- Dodonaea angustifolia (Sand olive) green
- Plumbago auriculata (Cape leadwort)
- Rosmarinis officinalis
- Syzigium paniculatum
- syzygium globulum
- Tecoma capensis 'Pink blush'

**Lawn and grasses**

- Cynodon dactylon
- Stenotaphrum secundatum

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

# ANNEXURE C

STELLENBOSCH MUNICIPALITY

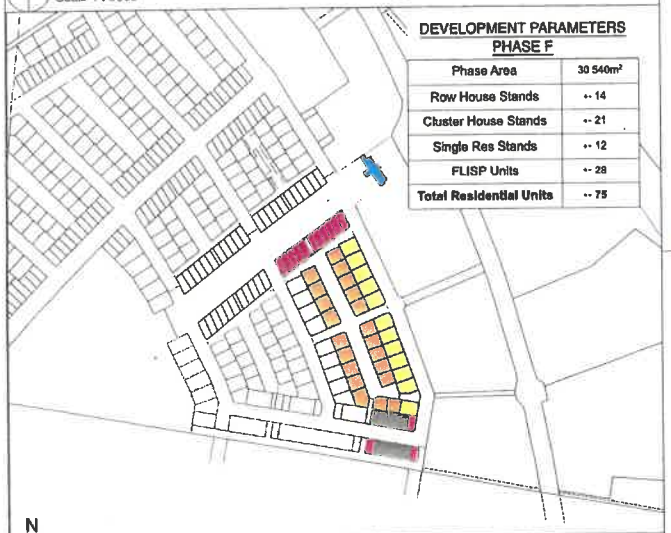
THIS SITE DEVELOPMENT PLAN IS APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015), SUBJECT TO THE CONDITIONS AS PER APPENDIX.

23/5/2023
DATE

MUNICIPAL MANAGER(S)

N

## PHASE F - LOCALITY PLAN
Scale 1 : 5000



### DEVELOPMENT PARAMETERS PHASE F

| | |
|---|---|
| Phase Area | 30 540m² |
| Row House Stands | +- 14 |
| Cluster House Stands | +- 21 |
| Single Res Stands | +- 12 |
| FLISP Units | +- 28 |
| Total Residential Units | +- 75 |

## PHASE F - ERVEN SUBDIVISION PLAN
Scale 1 : 2000

N

## PHASE H - MASTER PLAN
Scale 1 : 10000

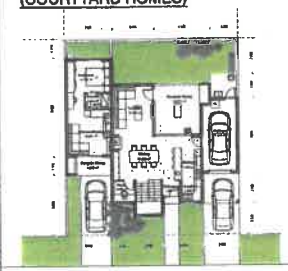
## TYPICAL ROW HOUSING (TOWN HOUSE)

| Unit R6c | |
|---|---|
| Covered Patio | 16,77 |
| Garage | 20,00 |
| Unit - First | 66,08 |
| Unit - Ground | 51,47 |
| | +- 156,32 m² |
| TOTAL ROW HOUSING UNITS | +- 14 |

### DEVELOPMENT PARAMETERS ROW HOUSE UNITS (TOWN HOUSE)

| | |
|---|---|
| Zoning | Multi Unit Residential |
| Land Use | Dwelling |
| Density | 1 Unit / Erf |
| Height | Max. 2 Storeys |
| Coverage | Max. 65% |
| Building Lines - Street | 0m All round |
| Building Lines - Sides | 0m All round |
| Building Lines - Rear | 0m All round |
| Parking Requirements | 2 per Unit |
| Average Erf Size | 20x7,5m 156m² |
| Max. Unit Cover Area | 90,24m² |
| Max. Unit Floor Area | 156,32m² |

## TYPICAL CLUSTER HOUSING (COURTYARD HOMES)



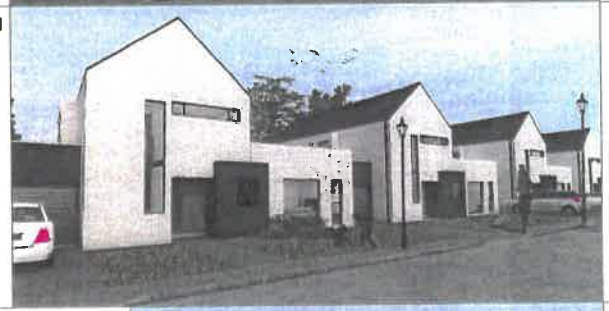
| Unit C6c | |
|---|---|
| Covered Patio | 16,85 |
| Covered Patio 2 | 5,37 |
| Pistol | 20,50 |
| Garage | 16,57 |
| Unit - First | 62,84 |
| Unit - Ground | 61,60 |
| | +- 195,73 m² |
| TOTAL CLUSTER HOUSING UNITS | +- 21 |

### DEVELOPMENT PARAMETERS CLUSTER HOUSE UNITS (COURTYARD HOMES)

| | |
|---|---|
| Zoning | Multi Unit Residential |
| Land Use | Group Housing |
| Density | 2 Unit / Erf |
| Height | Max. 2 Storeys |
| Coverage | Max. 85% |
| Building Lines - Street | 0m All round |
| Building Lines - Sides | 0m All round |
| Building Lines - Rear | 0m All round |
| Parking - Main Unit | 1 per Unit |
| FAR | Max. 1,2 |
| Parking - Sancondary Unit | 1 per Unit |
| Average Erf Size | 17x138m 234m² |
| Max. Unit Cover Area | 150,97m² |
| Max. Unit Floor Area | 196,21m² |

## TYPICAL SINGLE RESIDENTIAL HOUSING (HOMESTEAD)

| Unit S7c | |
|---|---|
| Covered Patio | 28,42 |
| Garage | 41,22 |
| Unit - First | 106,66 |
| Unit - Ground | 86,32 |
| | +- 254,62 m² |
| TOTAL SINGLE RES UNITS | +- 12 |



### DEVELOPMENT PARAMETERS SINGLE RESIDENTIAL UNITS (HOMESTEAD)

| | |
|---|---|
| Zoning | Multi Unit Residential |
| Land Use | Group Housing |
| Density | 1 Unit / Erf |
| Height | Max. 2 Storeys |
| Coverage | Max. 60% |
| Building Lines - Street | 0m All round |
| Building Lines - Sides | 0m All round |
| Building Lines - Rear | 0m All round |
| FAR | Max. 1,5 |
| Parking - Main Unit | 2 per Unit |
| Average Erf Size | 20x15m 300m² |
| Max. Unit Cover Area | 169,12m² |
| Max. Unit Floor Area | 254,62m² |

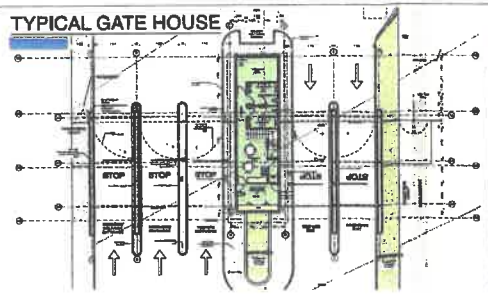
## TYPICAL FLISP HOUSING (SIMPLEX)

| Unit F1 | |
|---|---|
| Balcony 3- First | 6,63 |
| Balcony 4 - First | 6,63 |
| Covered Patio 1 - Ground | 6,63 |
| Covered Patio 2 - Ground | 6,63 |
| Unit 1 - Ground | 50,49 |
| Unit 2 - Ground | 50,49 |
| Unit 3 - First | 50,52 |
| Unit 4 - First | 50,52 |
| | +- 229,34 m² |
| TOTAL FLISP UNITS | +- 10 |

### DEVELOPMENT PARAMETERS FLISP UNITS (SIMPLEX)

| | |
|---|---|
| Zoning | Multi Unit Residential |
| Land Use | Group Housing |
| Density | Multiple Units Sect. Title |
| Height | Max. 2 Storeys |
| Coverage | Max. 60% |
| Building Lines - Street | 0m All round |
| Building Lines - Sides | 0m All round |
| Building Lines - Rear | 0m All round |
| Parking Requirements | 1 per Unit |

## TYPICAL GATE HOUSE



| Typical Gate House | |
|---|---|
| Covered Driveway | 294,17 |
| Ground floor | 123,36 |
| First floor | 123,36 |
| | +- 541,19 m² |

### DEVELOPMENT PARAMETERS GATEHOUSE

| | |
|---|---|
| Zoning | |
| Land Use | |
| Density | |
| Height | |
| Coverage | |
| Building Lines - Street | |
| Building Lines - Sides | |
| Building Lines - Rear | |
| Parking Requirements | |

BUILDING TO COMPLY TO SANS 10400-XA:2011 AND SANS 204 ENERGY EFFICIENCY BUILDING ROUTE WHERE APPLICABLE
XA1 BUILDING TO USE ENERGY EFFICIENTLY AND REDUCE CARBON HOUSE GAS EMISSIONS IN ACCORDANCE WITH FUNCTIONAL REGULATION
XA4 50% OF ANNUAL VOLUMETRIC REQUIREMENT OF HOT WATER SHALL BE SUPPLIED BY MEANS OF OTHER THAN ELECTRICAL RESISTANCE HEATING.
XA5 PROVIDED WHERE MEANS, BY WHICH THE FUNCTIONAL REGULATION, PLAN IS COMPLIED WITH

NOTE
1. THE DESIGN ON THIS DRAWING IS COPYRIGHT AND REMAINS THE PROPERTY OF THE ARCHITECT.
2. ALL WORK IS TO BE CARRIED OUT IN ACCORDANCE WITH THE N.B.R. SANS 10400 AND LOCAL AUTHORITY REQUIREMENTS
3. THIS DRAWING IS NOT TO BE SCALED
4. ANY DISCREPANCIES ARE TO BE IMMEDIATELY REPORTED TO THE ARCHITECT
5. ALL DIMENSIONS AND LEVELS ARE TO BE CHECKED ON SITE PRIOR TO CONSTRUCTION

DESIGNED
Full Name: Signature: Registration Number: Date:
ARCHITECT
Full Name: Signature: Registration Number: Date:
DRAWN
Full Name: Signature: Registration Number: Date:

PROJECT
NEWINBOSCH NEIGHBOURHOOD DEVELOPMENT: PORTION 81 OF THE FARM CLOETESDAL NO. 33, SITE PERIMETER FENCE SUBMISSION
Newinbosch Residential Development
ERF: Clemsnek KQ-2341

newinbosch NEIGHBOURHOOD

[redacted]

CLIENT
SIHLAN DEVELOPMENTS

DRAWING TITLE
Phase F - TYPICAL SDP

| | | |
|---|---|---|
| | RESPONSIBLE PERSON | STATUS: APPROVED |
| DESIGNED | LEONARD CABELTA | 2023/05/12 |
| DRAWN | | |

COUNCIL SUBMISSION

SCALE: AS INDICATED
SHEET SIZE: A0
PROJECT No. / DRAWING NUMBER: CT1395_A_8
REVISION: CS

STELLENBOSCH MUNICIPALITY

THIS SITE DEVELOPMENT PLAN IS APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015 SUBJECT TO THE CONDITIONS AS PER APPENDIX.

23/6/2023
DATE

MUNICIPAL MANAGER

N

## PHASE H - LOCALITY PLAN
Scale 1 : 5000

### DEVELOPMENT PARAMETERS PHASE H

| | |
|---|---|
| Phase Area | 30 988m² |
| Row House Stands | +- 17 |
| Cluster House Stands | +- 12 |
| Single Res Stands | +- 29 |
| FLISP Units | +- 56 |
| **Total Residential Units** | +- 114 |

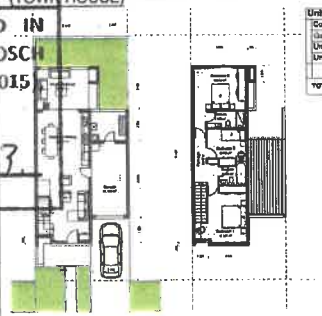
N

## PHASE H - ERVEN SUBDIVISION PLAN
Scale 1 : 1000

N

## PHASE H - MASTER PLAN
Scale 1 : 1000

## TYPICAL ROW HOUSING
(TOWN HOUSE)



| Unit R8c | |
|---|---|
| Covered Patio | 18,77 |
| Garage | 20,00 |
| Unit - First | 56,08 |
| Unit - Ground | 51,47 |
| | + 164,32 m² |
| TOTAL ROW HOUSING UNITS | +- 17 |

### DEVELOPMENT PARAMETERS ROW HOUSE UNITS (TOWN HOUSE)

| | |
|---|---|
| Zoning | Multi Unit Residential |
| Land Use | Dwelling |
| Density | 1 Unit / Erf |
| Height | Max. 2 Storeys |
| Coverage | Max. 65% |
| Building Lines - Street | 0m All round |
| Building Lines - Sides | 0m All round |
| Building Lines - Rear | 0m All round |
| Parking Requirements | 2 per Unit |
| Average Erf Size | 351/4m 158m² |
| Max. Unit Cover Area | 90,24m² |
| Max. Unit Floor Area | 156,32m² |

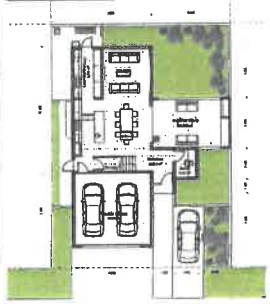
## TYPICAL CLUSTER HOUSING
(COURTYARD HOMES)

| Unit C6c | |
|---|---|
| Covered Patio | 19,55 |
| Covered Patio 2 | 6,57 |
| Portal | 30,50 |
| Garage | 18,57 |
| Unit - First | 62,94 |
| Unit - Ground | 61,90 |
| | + 199,73 m² |
| TOTAL CLUSTER HOUSING UNITS | +- 12 |

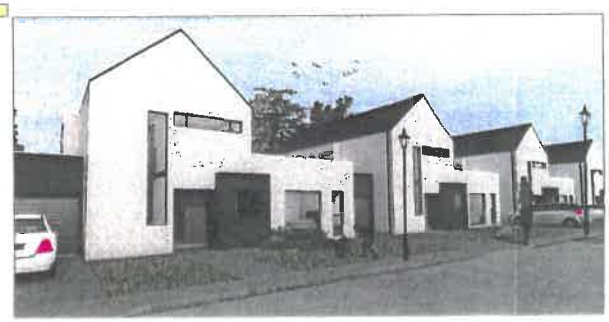
### DEVELOPMENT PARAMETERS CLUSTER HOUSE UNITS (COURTYARD HOMES)

| | |
|---|---|
| Zoning | Multi Unit Residential |
| Land Use | Group Housing |
| Density | 2 Unit / Erf |
| Height | Max. 2 Storeys |
| Coverage | Max. 65% |
| Building Lines - Street | 0m All round |
| Building Lines - Sides | 0m All round |
| Building Lines - Rear | 0m All round |
| Parking - Main Unit | 2 per Unit |
| FAR | Max. 1,5 |
| Parking - Sencondary Unit | 1 per Unit |
| Average Erf Size | 17x13m 234m² |
| Max. Unit Cover Area | 150,97m² |
| Max. Unit Floor Area | 196,21m² |

## TYPICAL SINGLE RESIDENTIAL HOUSING
(HOMESTEAD)



| Unit S7c | |
|---|---|
| Covered Patio | 28,42 |
| Garage | 41,22 |
| Unit - First | 108,66 |
| Unit - Ground | 80,32 |
| | + 254,62 m² |
| TOTAL SINGLE RES UNITS | +- 29 |



### DEVELOPMENT PARAMETERS SINGLE RESIDENTIAL UNITS (HOMESTEAD)

| | |
|---|---|
| Zoning | Multi Unit Residential |
| Land Use | Group Housing |
| Density | 1 Unit / Erf |
| Height | Max. 2 Storeys |
| Coverage | Max. 60% |
| Building Lines - Street | 0m All round |
| Building Lines - Sides | 0m All round |
| Building Lines - Rear | 0m All round |
| FAR | Max. 1,5 |
| Parking - Main Unit | 2 per Unit |
| Average Erf Size | 20x15m 300m² |
| Max. Unit Cover Area | 169,12m² |
| Max. Unit Floor Area | 254,62m² |

## TYPICAL FLISP HOUSING
(SIMPLEX)

| Unit F1 | |
|---|---|
| Balcony 3- First | 6,83 |
| Balcony 4 - First | 6,83 |
| Covered Patio 1 - Ground | 6,83 |
| Covered Patio 2 - Ground | 6,83 |
| Unit 1 - Ground | 50,49 |
| Unit 2 - Ground | 50,49 |
| Unit 3 - First | 50,52 |
| Unit 4 - First | 50,52 |
| | + 229,34 m² |
| TOTAL FLISP UNITS | +- 56 |

### DEVELOPMENT PARAMETERS FLISP UNITS (SIMPLEX)

| | |
|---|---|
| Zoning | Multi Unit Residential |
| Land Use | Group Housing |
| Density | Multiple Units Sect. Title |
| Height | Max. 2 Storeys |
| Coverage | Max. 60% |
| Building Lines - Street | 0m All round |
| Building Lines - Sides | 0m All round |
| Building Lines - Rear | 0m All round |
| Parking Requirements | 1 per Unit |

NOTE
1. THE DESIGN ON THIS DRAWING IS COPYRIGHT AND REMAINS THE PROPERTY OF THE ARCHITECT.
2. ALL WORK IS TO BE CARRIED OUT IN ACCORDANCE WITH THE NBS SANS 10400 AND LOCAL AUTHORITY REGULATIONS
3. THE DRAWING IS NOT TO BE SCALED
4. ANY DISCREPANCIES ARE TO BE IMMEDIATELY REPORTED TO THE ARCHITECT
5. NO DIMENSIONS AND LEVELS ARE TO BE CHECKED ON SITE PRIOR TO CONSTRUCTION

OWNER
Full Name / Signature / Registration Number / Date

ARCHITECT
Full Name / Signature / Registration Number / Date

ENGINEER
Full Name / Signature / Registration Number / Date

PROJECT
NEWINBOSCH NEIGHBOURHOOD
DEVELOPMENT: PORTION 81 OF THE FARM CLOETESDAL NO. 33, SITE PERIMETER FENCE SUBMISSION

newinbosch NEIGHBOURHOOD

CLIENT
[redacted]

DRAWING TITLE
Phase H - TYPICAL SDP

BUILDING CLASSIFICATION | CLIMATIC ZONE

| REVISION | DESCRIPTION | DATE | ATTESTED |
|---|---|---|---|
| | | | |

COUNCIL SUBMISSION

SCALE: AS INDICATED | SHEET SIZE: A0

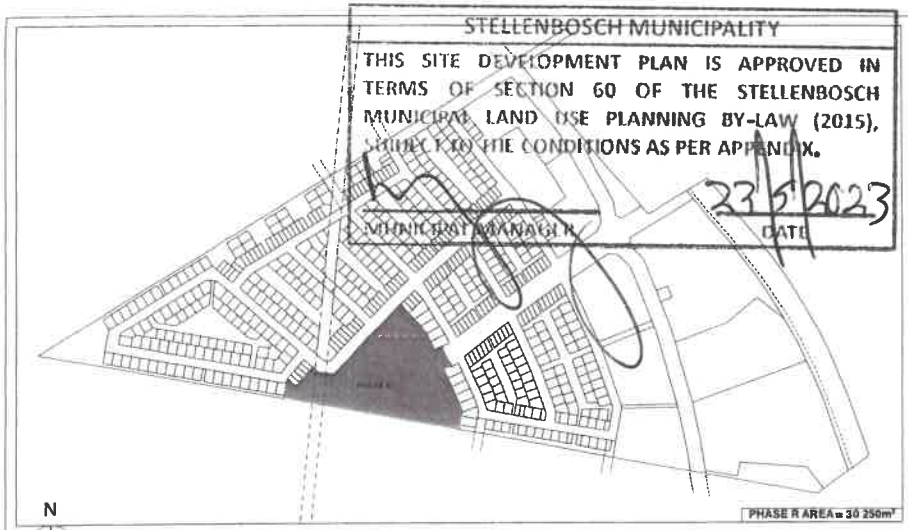
PROJECT No. CT1395_A_9 | REVISION: 05

STELLENBOSCH MUNICIPALITY

THIS SITE DEVELOPMENT PLAN IS APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015), SUBJECT TO THE CONDITIONS AS PER APPENDIX.

MUNICIPAL MANAGER

23/5/2023
DATE



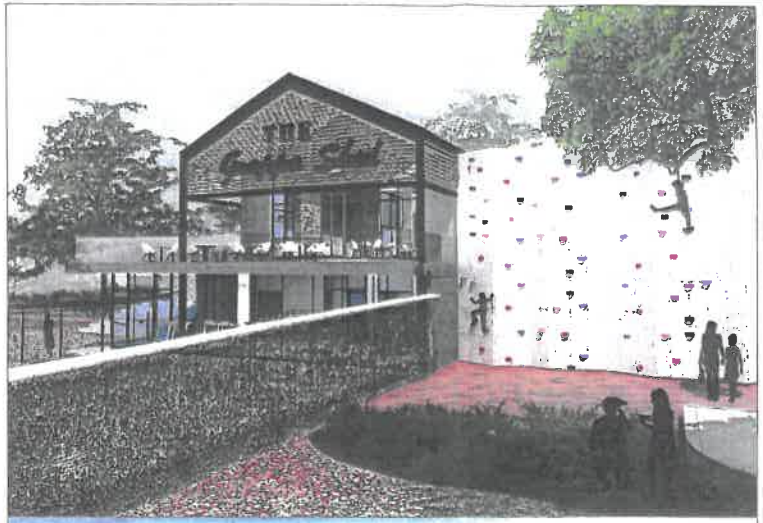

## PHASE R LOCALITY PLAN
Scale 1 : 3000

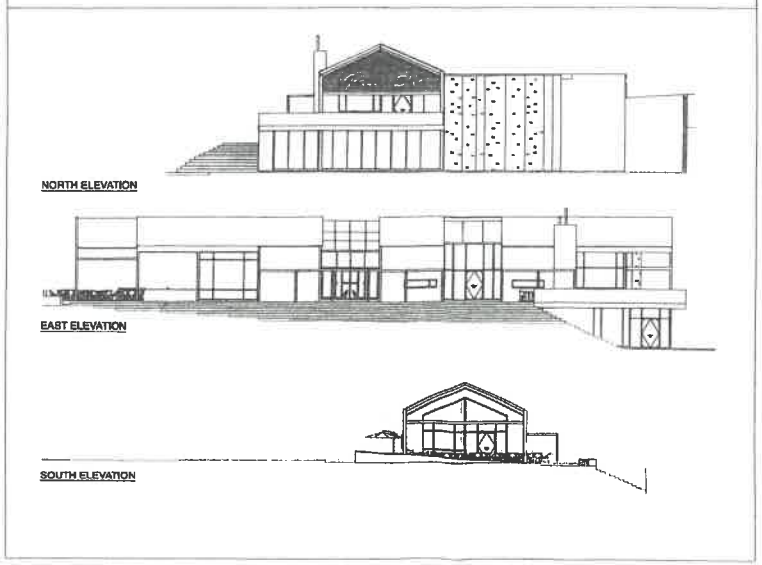
### DEVELOPMENT PARAMETERS COMMUNAL FACILITY

| | |
|---|---|
| Zoning | Community |
| Land Use | Clubhouse, Creche, Recreational Facilities |
| Density & Floor Area | N/A |
| Height | Max. 3 storeys |
| Coverage | 50% |
| Building Lines - Street | 5m |
| Building Lines - Common | 5m |
| Parking | As per specific use requirements |

| PHASE R - COMMUNAL FACILITY | |
|---|---|
| Upper Floor | |
| Entrance Hall | 43.75m² |
| Function Hall | 200m² |
| Bistro | 100m² |
| Kitchen | 81.25m² |
| Lounge | 71.25m² |
| Ablutions | 62m² |
| Lower Floor | |
| Gym Studio | 160.23m² |
| Change Rooms | 111.63m² |
| Total | 768.18m² |
| Creche / Offices/ Garage (Upper floor) | |
| Offices | 143.37m² |
| Creche | 383.38m² |
| Maintenance Store & Garage | 85.74m² |

## PHASE R - MASTER PLAN






## PHASE R - COMMUNAL FACILITY ELEVATIONS & 3D PERSPECTIVES
NTS

BUILDING TO COMPLY TO SANS 10400-XA:2011
AND SANS 204 ENERGY EFFICIENCY BUILDING SOUTH WHERE APPLICABLE
NEW BUILDING TO USE ENERGY EFFICIENCY AND REDUCE DAILY WORKS GAS PROVISIONS IN ACCORDANCE WITH FUNCTIONAL REGULATION
MAKE SITE OF SIMILAR VOLUMETRIC REQUIREMENT OR NOT WATER SHALL BE SUPPLIED BY MEANS OF OTHER THAN ELECTRIC RESISTANCE HEATING
WAS PROVIDED THREE MEANS, BY WHICH THE FUNCTIONAL REGULATION TEST IS COMPLIED WITH

NOTE
1. THE DESIGN OF THIS DRAWING IS COPYRIGHT AND REMAINS THE PROPERTY OF THE ARCHITECT.
2. ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE N.B.R. SANS 10400 AND LOCAL AUTHORITY REGULATIONS
3. THE DRAWING IS NOT TO BE SCALED.
4. ANY DISCREPANCIES ARE TO BE IMMEDIATELY REPORTED TO THE ARCHITECT
5. ALL DIMENSIONS AND LEVELS ARE TO BE CHECKED ON SITE PRIOR TO CONSTRUCTION

| PARKING REQUIREMENTS | |
|---|---|
| Coffee Shop | 8 |
| Function Hall (100x Pax) | 18 |
| Gym Studio | 27 |
| Creche (100x Kids) | 10 |
| Sales Office | 5 |
| Maintenance Store | 0 |
| TOTAL REQUIRED | 68 |
| PARKING PROVISION | |
| Parking - Phase 1 | 80 |
| Parking - Future Phase | 32 |
| TOTAL PROVIDED | 112 |

CONSULTANTS
Full Name
Signature
Registration Number
Date

ARCHITECT
Anil Pearson
Signature
Registration Number
Date

ENGINEER
Full Name
Signature
Registration Number
Date

PROJECT
NEWINBOSCH SDP SUBMISSION
Newinbosch Residential Development

ARCHITECT
Chennai Lange Architects and Planners (Pty) Ltd

CLIENT
SIMLAN DEVELOPMENTS

DRAWING TITLE
Phase R

| BUILDING CLASSIFICATION | CLIENTS |
|---|---|
| | 1 - Cell Name |
| | DATE APPROVED |
| DESIGN | |
| DRAWING NO. | |
| SCALE AS INDICATED | SHEET SIZE A0 |
| PROJECT No. / DRAWING NUMBER CT1395 A 10 | REVISION |

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

# ANNEXURE D

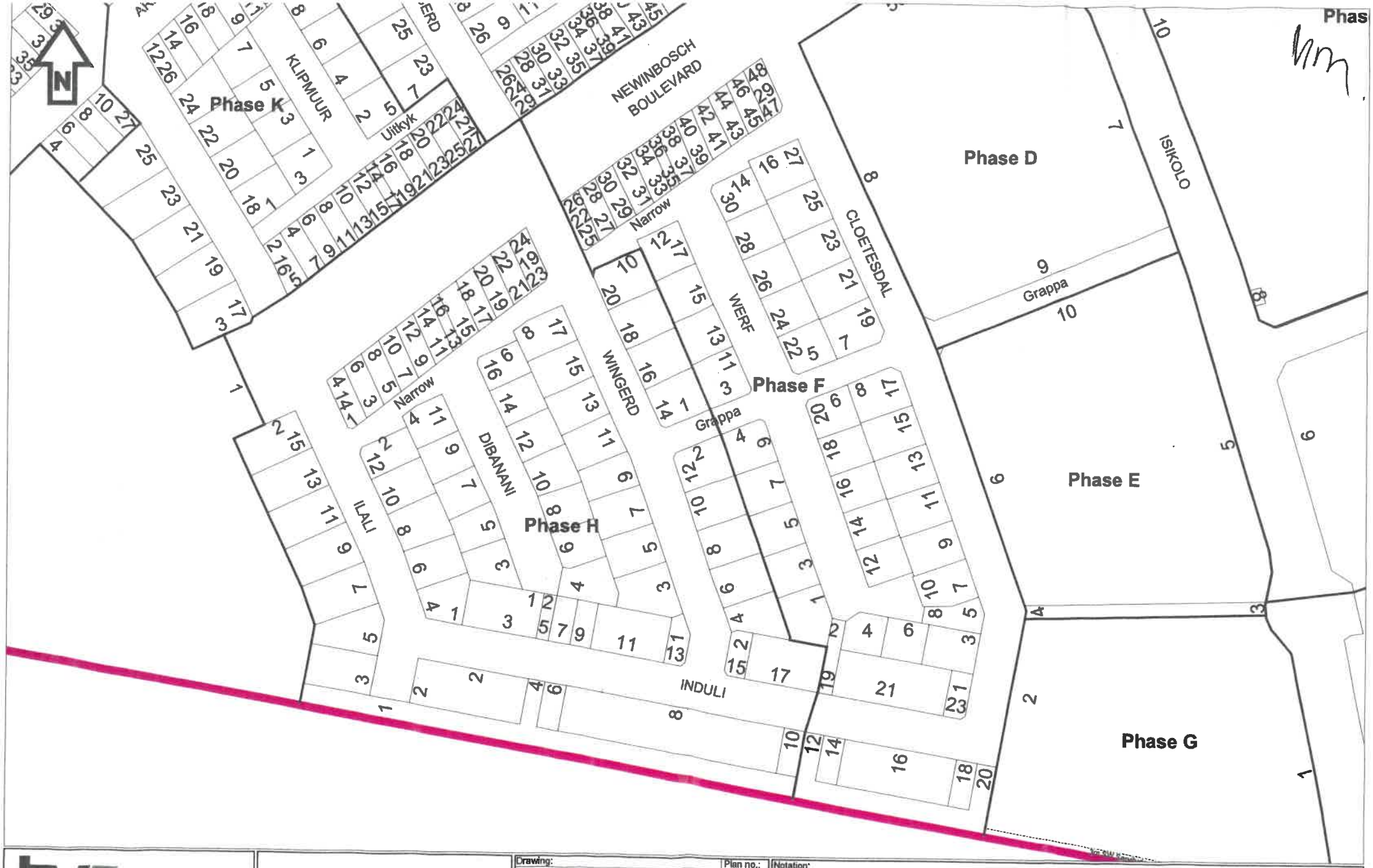
**PROPOSED PLANT LIST**

**Shrubs 3-4/m²**
Agapanthus africanus blue /white
Agathosma capensis 'Pearl
Agathosma ciliaris
Aloe maculata
Aloidendron barberae 'Blue'
Aloidendron dichotomus
Arctotis laniginosa
Carissa macrocarpa 'Green Carpet'
Clivia miniata
Clivia nobilis
Coleonema album
Coleonema pulchellum
Chamaemelum nobile
Chrysanthemoides monilifera
Dietes grandiflora
Dodonaea viscosa 'Purple Haze'
Dorotheanthus bellidiformis
Elegia capensis
Elegia tectorum 'Pitsnek'
Elegia tectorum (large)
Felicia filifolia
Felicia fruticosa
Felicia rosulata
Gazania - pink
Gazania - white
Gazania rigens
Geranium incanum
Geranium sanguineum
Grielum humifusum
Helichrysum petiolare
Helichrysum 'Limelight'
Helichrysum 'Silver Mist'
Hermannia grandiflora
Hermannia multiflora
Hermannia verticillata
Iris germanica
Iris unguicularis
Isolepis cernua
Jasminum multipartitum
Jasminum polyanthum
Jasminum stephanense
Kniphofia uvaria
Lampranthus amoenus
Lampranthus aurantiacus
Lampranthus blandus
Lampranthus brownii
Lampranthus conspicuus
Lampranthus deltoides
Lampranthus emarginatus
Lampranthus filicaulis
Lampranthus glaucus
Lampranthus haworthii
Lampranthus multiradiatus
Lampranthus reptans
Lampranthus scaber
Lampranthus spectabilis 'Red'
Lampranthus spectabilis 'Purple'
Lampranthus tenuifolius
Leonotis leonurus - white
Leonotis leonurus - orange
Leonotis ocymifolia
Limonium perigrinum
Limonium sinuatum
Lobelia erinus 'Cambridge Blue'
Lobelia erinus 'Crystal Palace'
Lobelia erinus 'Dark Blue'
Lobelia erinus 'Mrs Clibran'
Lobelia erinus 'White Lady'
Lobelia erinus 'Rosamond'
Lobelia erinus 'Sapphire'
Lobelia erinus 'Snowball'
Lobelia erinus 'Trailing Blue'
Lobelia erinus 'Trailing White'
Lobelia erinus 'Trailing Mixed'
Lobelia erinus 'Upright Mixed'
Lobelia erinus 'Upright Blue'
Lobelia erinus 'Upright White'
Lobelia laxiflora
Lobelia valida
Lotus berthelotii
Lotus maculatus
Lotus 'Gold Flame'
Melianthus major
Mesembryanthemum cordifolium
Mesembryanthemum criniflorum
Mesembryanthemum edule
Mesembryanthemum nodiflorum
Mesembryanthemum tortuosum
Metalasia muricata
Myrsine africana
Nemesia 'Blue Gem'
Nemesia 'Blue Lagoon'
Nemesia 'Blue Wing'
Nemesia 'Carnival'
Nemesia 'Fragrance'
Nemesia 'Mixed'
Nemesia 'Orange Prince'
Nemesia 'Pink Gem'
Nemesia 'Pink Wing'
Nemesia 'Purple Gem'
Nemesia 'Purple Prince'
Nemesia 'Purple Wing'
Nemesia 'White Gem'
Nemesia 'White Wing'
Nemesia 'Yellow Gem'
Nemesia 'Yellow Wing'
Nemesia 'Mixed'
Nemesia 'Mixed Gem'
Nemesia 'Mixed Wing'
Nemesia 'Mixed Carnival'
Nemesia 'Mixed Fragrance'
Nemesia 'Mixed Pink'
Nemesia 'Mixed Purple'
Nemesia 'Mixed White'
Nemesia 'Mixed Yellow'
Nemesia 'Mixed Blue'
Nemesia 'Mixed Orange'
Nemesia 'Mixed Red'
Nemesia 'Mixed Violet'
Nemesia 'Mixed Yellow'
Nemesia 'Mixed White

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

# ANNEXURE E




tv3 ARCHITECTS TOWN PLANNERS URBAN DESIGNERS

[redacted]

newinbosch NEIGHBOURHOOD

| Drawing: | | Plan no.: |
|---|---|---|
| Street Naming and Numbering | | 3 |
| Date: | Scale: | |
| 20/04/2023 | NTS | |
| Project no.: | Drawn: | Checked: |
| 3629-P | WH | JvR |

Notation:

Cadastral information obtained from Surveys and Mapping (DRDLR).

* All areas and dimensions are approximate and should be verified by a professional land surveyor.

* This drawing is the property of TV3 Architects and Town Planners (Pty) Ltd and copyright is reserved

ARCHITECTS
TOWN PLANNERS
URBAN DESIGNERS

[redacted]

newinbosch
NEIGHBOURHOOD

| Drawing: | | Plan no.: |
|---|---|---|
| Street Naming and Numbering | | 3 |
| Date: | Scale: | |
| 20/04/2023 | NTS | |
| Project no.: | Drawn: | Checked: |
| 3629-P | WH | JvR |

Notation:
Cadastral information obtained from Surveys and Mapping (DRDLR).

* All areas and dimensions are approximate and should be verified by a professional land surveyor.

* This drawing is the property of TV3 Architects and Town Planners (Pty) Ltd and copyright is reserved