



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/16613

Our File Reference Number: Erf 10496, Stellenbosch

Your Reference Number:

Enquiries: Ulrich von Molendorff

Contact No: 021 – 808 8682

Email address: Ulrich.Vonmolendorff@stellenbosch.gov.za

PER E-MAIL: [REDACTED]

Sir / Madam

APPLICATION FOR PERMISSION REQUIRED IN TERMS OF CONDITIONS OF APPROVAL IN TERMS OF SECTION 15(2)(L) OF THE STELLENBOSCH MUNICIPALITY BY-LAW ON MUNICIPAL LAND USE PLANNING, 2023, ON ERF 10496, NUUTGEVONDEN, 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 application in terms of Section 15(2)(l) of the Stellenbosch Municipal Land Use Planning Bylaw, promulgated by notice number 8768/2023, dated 9 June 2023 to obtain a permission for the approval of the ***Constitution of the Nuutgevonden Home Owners' Association.***

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

2.2 The approval is subject to the following conditions imposed in terms of Section 66 of said Bylaw:

- 2.2.1 The approval only applies to the application 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.
- 2.2.2 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.

2.2.3 Any future changes made to the constitution that affects the Municipality must be approved by the Municipality.

2.2.4 The Nuutgevonden Homeowners' Association be subject to the Constitution of the Nuutgevonden Home Owners' Association, attached as **Annexure B**.

2.3 The reasons for the above decision are as follows:

2.3.1 The proposed Constitution of the Nuutgevonden Home Owners' Association is in line with the Stellenbosch Zoning Scheme By-Law and does not affect the Municipality or the conditions of approval

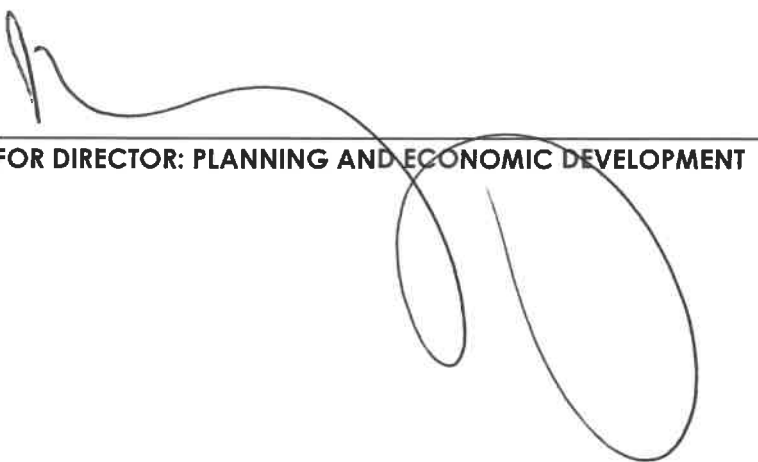
3. You are hereby informed in terms of section 79(2) of the Stellenbosch Municipal Land Use Planning Bylaw of your right to appeal the above decision to the Appeal Authority within 21 days from the date of notification of the above decision. Please note that no late appeals or an extension of time for the submission of appeals are permitted in terms of Section 80(1)(a) of the said By-Law.
4. Appeals must be submitted by completing the required form 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.
5. **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**
6. 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.
7. The appeal form and approved tariff structure and the banking details for the General Account can be accessed and viewed on the municipal website. For any enquiries the office can be contacted at landuse.appeals@stellenbosch.gov.za or 021- 808 8684.
8. An applicant who lodges 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.

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

10. Kindly note the above decision in the case of any approval, is suspended, and 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



A large, stylized handwritten signature in black ink, consisting of a series of loops and curves, positioned over a horizontal line.

FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

15/8/2024
DATE

10/10/2019

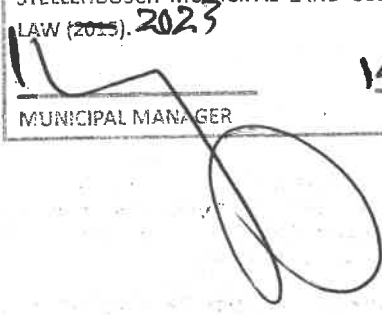
██████████

1957

© 2007 Pearson Education, Inc.

Annexure B: Nuutgevonden Constitution

CONSTITUTION
OF
NUUTGEVONDEN HOME OWNERS' ASSOCIATION

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HERESY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015). 2023	
 MUNICIPAL MANAGER	15/8/2024 DATE

STELLENBOSCH MUNICIPALITY

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

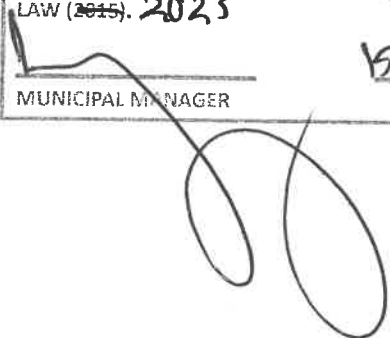
15/8/2024

INDEX

Page No

MUNICIPAL ESTABLISHED IN TERMS OF STELLENBOSCH MUNICIPALITY LAND USE PLANNING BY-LAW & STATUS OF THE ASSOCIATION	3
2 INTERPRETATION	3
3 LEGAL PERSONALITY OF THE ASSOCIATION	4
4 OBJECTS OF THE ASSOCIATION	5
5 MEMBERSHIP OF THE ASSOCIATION	5
6 DUTIES OF MEMBERS	6
7 PROCEDURES WHEN THE ASSOCIATION CEASES TO FUNCTION	6
8 RESTRICTIONS ON THE USE OF ERVEN	6
9 ANNUAL, MONTHLY AND SPECIAL LEVIES	7
10 PAYMENT OF LEVIES	8
11 SALES /ENDOWMENT LEVIES	8
12 CONSENT TO THE TRANSFER OF ERVEN	9
13 PERIMETER SECURITY	9
14 BUILDING PLAN APPROVAL	9
15 AMENDMENT OF BUILDING MANUAL	10
16 BREACH BY MEMBERS	10
17 NO CLAIMS AFTER CESSATION OF MEMBERSHIP	11
18 ELECTION OF TRUSTEE COMMITTEE	11
19 PERIOD OF OFFICE OF TRUSTEES	11
20 CONSTITUTION OF THIS TRUSTEE COMMITTEE	12
21 FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE	12
22 PROCEEDINGS OF THE TRUSTEE COMMITTEE	15
23 MEETINGS OF MEMBERS	16
24 NOTICE OF MEMBERS' MEETINGS	16
25 QUORUM	16
26 COMPILING OF AGENDAS FOR MEMBERS' MEETINGS	17
27 AGENDA AT MEETINGS	17

28	PROCEDURE AT GENERAL MEETINGS	17
29	PROXIES	18
30	VOTING.....	18
31	OUTSIDE CONSULTANTS AND SERVICE PROVIDERS.....	19
32	ACCOUNTS	19
33	AUDIT	20
34	SERVICE OF NOTICES.....	20
35	REIMBURSEMENT OF EXPENSES AND INDEMNITY	20
36	DISPUTE RESOLUTION.....	21
37	EFFECTIVE DATE.....	21
38	AMENDMENTS TO CONSTITUTION	21

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015). 2023	
	15/8/2024
MUNICIPAL MANAGER	DATE

1 ESTABLISHED IN TERMS OF STELLENBOSCH MUNICIPALITY LAND USE PLANNING BY-LAW & STATUS OF THE ASSOCIATION

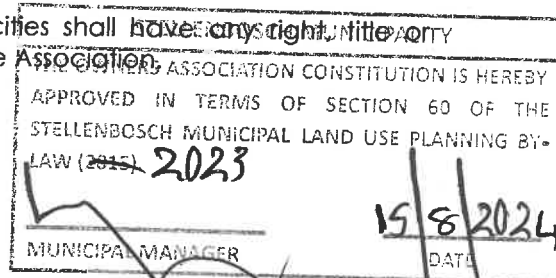
- 1.1 The Nuutgevonden Home Owners' Association is constituted in compliance with Section 29 of the Land Use Planning Ordinance Number 15 of 1985 and its replacement with the Stellenbosch Municipality By-Law.
- 1.2 There shall be only one association for Nuutgevonden, which association shall be governed by this Constitution, and shall be known as the Nuutgevonden Home Owners' Association.
- 1.3 The Association shall be structured as a common-law association not for profit and without capital, but for the benefit of its members.
- 1.4 The Association shall have legal personality, perpetual succession, and be capable of suing and being sued in its own name.
- 1.5 The provisions of the Companies Act, No. 71 of 2008, as amended, shall not apply in respect of the Association.
- 1.6 None of the members in their personal capacities shall have any right, title or interest to or in the property, funds or assets of the Association.

2 INTERPRETATION

In this Constitution:

- 2.1 the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

"the Association"	means the Nuutgevonden Home Owners' Association, as hereby constituted;
"building manual"	means the Architectural and Landscape Design Framework, as compiled by TV3 Architects for the development, which is subject to change from time to time and which is available to member upon request;
"conditions of approval"	means the conditions imposed by the Stellenbosch Municipality when approving the Subdivision & Phasing Plan;
"the Constitution"	means this Constitution;
"erf/erven"	means the Erven 1 to 52 in Nuutgevonden depicted on the Subdivision & Phasing Plan, being the erven with a Residential Zone III zoning; and now known as Erven 16179-16234 Stellenbosch; "Erf" shall mean any one of such erven;
"managing agent"	means any person or body appointed by the trustee committee as an independent



contractor to undertake certain functions on behalf of the Association/trustee committee;

"member"

means a member of the Association under the provisions of clause 5 hereunder;

"Nuutgevonden"

means the erven comprising Phases 2 and 3 of Nuutgevonden Estate depicted on the Subdivision & Phasing Plan;

"private open spaces"

means the private open spaces, as indicated on the General Plan for the development, as approved by the Office of the Surveyor-General;

"regulations"

means all regulations made by the trustee committee in terms of clause 21.5 hereunder which may be in force from time to time;

"Stellenbosch Municipality By-Law"

means the Stellenbosch Municipality Land Use Planning By-Law, as promulgated in the Provincial Gazette Extraordinary No. 87682 dated 9 June 2023;

the Subdivision & Phasing Plan"

means Plan No. 8 drawn by TV3 Architects and Town Planners on 31 October 2012 and approved by the Stellenbosch Municipality on 21 November 2012;

"the trustee committee/trustees"

means the board of trustees of the Association, and includes alternate and co-opted trustees;

"in writing"

means written, printed, lithographed or transmitted in electronic format or partly one and partly another; and

2.2 Unless the context otherwise requires, any words importing the singular number only shall include the plural number and vice versa and words importing any one gender only shall include all genders.

2.3 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.

3 LEGAL PERSONALITY OF THE ASSOCIATION

3.1 The Association;

3.1.1 exists as an entity with rights and duties independent from its members' rights and duties;

3.1.2 can own property independent from its members;

3.1.3 has perpetual succession;

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW 2023	
MUNICIPAL MANAGER	DATE 15/8/2024

3.1.4 does not primarily operate for the acquisition of profit for itself or its members, but for the benefit of its members; and

3.1.5 has separate legal personality.

3.2 No member in his personal capacity shall have any right, title or interest in or to the assets of the Association, which shall vest in the Association.

4 OBJECTS OF THE ASSOCIATION

The objects of the Association are:

4.1 To manage and maintain:

4.1.1 all communal roads, buildings and civil infrastructure services within the development;

4.1.2 all private open spaces within Nuutgevonden, which includes landscaping and irrigation;

4.1.3 all communal sidewalks (for avoidance of doubt, sidewalks located on erven shall be maintained by the member who is the owner of that erf);

4.1.4 the security fencing enclosing the development as well as any security controls and/or structures which may be erected;

4.1.5 all recreational facilities established within the development, including the running/ walking path;

4.1.6 To implement and enforce the provisions of this Constitution and regulations/rules made in terms hereof;

4.1.7 To enforce the conditions of approval;

4.1.8 To administer and enforce the building manual;

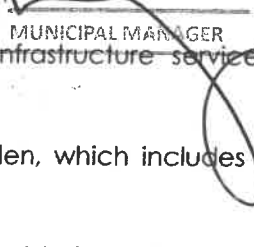
4.1.9 To take transfer of, maintain and insure, where necessary, the roads and private open spaces in Nuutgevonden and to control the use thereof and of the facilities belonging to the Association or falling under its control; and

4.2 To make regulations/rules in order to achieve or promote the abovementioned objects.

5 MEMBERSHIP OF THE ASSOCIATION

5.1 Membership of the Association is automatic for every registered owner of an erf. Such membership shall commence upon transfer of the erf into the name of the transferee.

5.2 Ownership of an erf, and consequently membership of the Association, shall be evidenced by registered ownership in the Deeds Registry in Cape Town of one or more erven.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY	
APPROVED IN TERMS OF SECTION 60 OF THE	
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-	
LAW (2015) 2023	
MUNICIPAL MANAGER	DATE
	15/6/2024

5.3 Membership of the Association is limited to the registered owners of the erven, provided that where any such owner is more than one person, all the registered owners of that erf shall jointly and severally be one member.

5.4 When a person ceases to be the registered owner of an erf, he shall *ipso facto* cease to be a member.

5.5 The registered owner of an erf may not resign as a member.

5.6 The rights and obligations of a member shall not be transferable, except to his executor, liquidator, trustee or curator.

5.7 The trustee committee may, by regulation, provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the trustee committee.

6 DUTIES OF MEMBERS

Every member shall -

- 6.1 to the best of his ability further the objects and interests of the Association;
- 6.2 comply with the provisions of this Constitution and observe all regulations (including conduct rules) made by the trustee committee;
- 6.3 comply with any agreement, referred to in clause 21.4, concluded by the Association insofar as such agreement may directly or indirectly impose duties on a member;
- 6.4 observe all directives made or given by the Association and/or trustees; and
- 6.5 comply with the building manual.

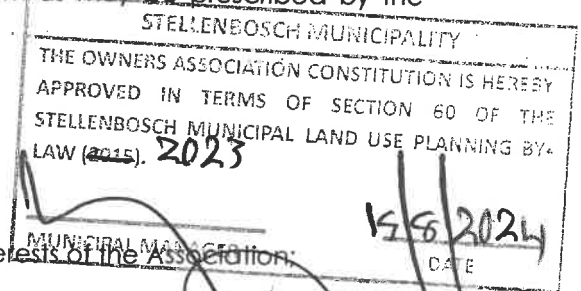
7 PROCEDURES WHEN THE ASSOCIATION CEASES TO FUNCTION

- 7.1 In the event that the Association ceases to function or carry out its obligations, Section 30 of the Stellenbosch Municipality By-Law will apply.
- 7.2 Should a member wish to transfer his erf to a third party during a period when the Association has ceased to function or carry out its obligations, such a member shall obtain the consent to transfer his erf from the trustees in office at that point in time. If there are no trustees in office at that point in time, consent to transfer his erf must be obtained from at least 50% (fifty percent) of the members.

8 RESTRICTIONS ON THE USE OF ERVEN

A member shall not be entitled to:

- 8.1 use his erf or any improvements thereon or permit the use thereof in such manner or for such purposes as in the discretion of the trustee committee shall be injurious to the ambience of the development;
- 8.2 transfer his erf without the written consent of the trustee committee, which consent shall be given:



- 8.2.1 if the transferee of such erf has undertaken in writing to abide by the Constitution and has acknowledged that registration of the erf into his name shall automatically make him a member of the Association;
- 8.2.2 if there are no outstanding obligations of the member towards the Association or amounts owed to the Association by the member, which shall be evidenced by a clearance issued by the Association to that effect;
- 8.3 consolidate an erf with one or more erven without the written consent of the Association; and
- 8.4 erect any buildings and/or structures of any nature whatsoever, nor to make any alterations, modifications or renovations to such buildings and/or structures on his erf without the written approval of the Association, which approval shall be sought in accordance with the procedure set forth in the building manual.

9 ANNUAL, MONTHLY AND SPECIAL LEVIES

- 9.1 The trustee committee shall from time to time impose levies upon the members for the purpose of meeting the expenses which the Association has incurred, or which the trustee committee reasonably anticipates the Association will incur for achieving its objects. In calculating levies, the trustee committee shall take into account income earned, if any, and expenses incurred by the Association, and the number of erven.
- 9.2 The trustee committee shall estimate the amount required by the Association to meet the expenses during each year, together with any estimated deficiency from the preceding year, and shall impose a levy upon the members in accordance with clause 9.5 hereunder. The trustee committee may include in such levy an amount to be held in reserve to meet any anticipated future expenditure.
- 9.3 The trustee committee may from time to time impose special levies upon the members in respect of expenses mentioned in clause 9.1 which are not included in any estimate made in terms of clause 9.2, and such special levies may be made payable in the sum and by such instalments and at such time or times as the trustee committee shall think fit.
- 9.4 Any amount due by a member by way of a levy shall be a debt due by him to the Association. The obligation of a member to pay levies relating to periods beyond the transfer date of the erf shall cease on the transfer date, without prejudice to the Association's right to recover arrear levies. No levies paid by a member shall under any circumstances be repayable by the Association upon his ceasing to be a member. A member's successor in title to an erf shall be liable as from the date upon which he becomes a member pursuant to the transfer of that erf, to pay the levy attributable to that erf.
- 9.5 The total amount(s) payable by all the members pursuant to the provisions of clause 9.2 shall be equally apportioned between the members and shall be payable by the members as monthly levies. Such levies shall be payable by members monthly in advance.
- 9.6 Any special levies imposed by the trustees in terms of clause 9.3 shall be apportioned between the members by the trustees in a manner which the trustees may regard as reasonable, regard being had to the direct benefits which the member(s) may derive from the proposed expenditure for which the special levies are imposed.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY	
APPROVED IN TERMS OF SECTION 60 OF THE	
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-	
LAW (2015) 2023	15/6/2024
MUNICIPAL MANAGER	DATE

- 9.7 The trustees committee may, in anticipation of the determination of the annual levy for a financial year by members at an annual general meeting as contemplated in clause 9.2; determine interim monthly levies for that financial year based on its estimate of the anticipated income and expenditure of the Association for that financial year, and may collect such interim monthly levies with effect from the first day of that financial year until such time as the annual levy for that year is determined as contemplated in clause 9.2.

- 9.8 No member shall be entitled to any of the privileges of membership (including the right to vote) unless and until he shall have paid all levies and other sums (if any) which shall be due and payable to the Association in respect of his membership.

10 PAYMENT OF LEVIES

- 10.1 Any levies or any other amounts that may be collected in terms of this Constitution may be recovered from the persons who were owners of the erven, to which such levies apply, at the time such levies became payable.
- 10.2 Monthly levies shall be due and payable on the first day of each calendar month, failing which the provisions of clauses 16.1.1 and 16.3 shall apply.
- 10.3 Special levies shall be made payable in one sum or by such instalments and at such time or times as the trustee committee may deem fit.

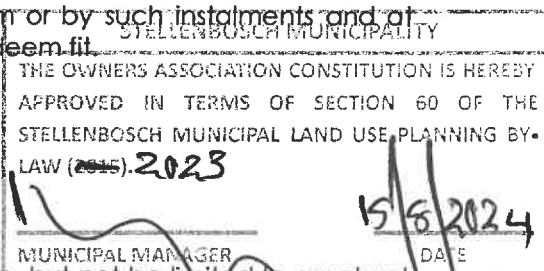
11 SALES /ENDOWMENT LEVIES

- 11.1 Every –
- 11.1.1 registered owner of an erf (which shall include, but not be limited to a natural person, trust, company of close corporation), or where the erf is owned by more than one registered owner, all the registered owners of the erf jointly and severally;
- 11.1.2 shareholder of a company owning an erf;
- 11.1.3 member of a close corporation owning an erf; or
- 11.1.4 beneficiary of a trust owning an erf,

who has sold or otherwise alienated the erf, his shareholder's interest, his member's interest or his beneficial interest in the trust, as the case may be, shall pay a sales levy equal to 0.5% (one half percent) of the value of the erf or shareholder's interest or member's interest or beneficial interest, as the case may be ("the sales levy") to the Association.

- 11.2 For purposes of clause 11.1 "value" means –

- 11.2.1 in cases where transfer duty is payable on the transaction, the amount on which the transfer duty is payable;
- 11.2.2 in cases where the transaction is subject to value added tax, the amount on which such tax is payable; and



- 11.2.3 in all other cases, the market value of the erf or of the interest which has been sold or otherwise alienated.
- 11.3 Unless otherwise agreed between the party concerned and the Association, the "value" of the erf or the interest for purposes of clause 11.2 shall –
- 11.3.1 in the case of an arm's length transaction, be the amount of the consideration payable in respect of the transaction; or
- 11.3.2 in any other case, be the market value of the erf or the interest as determined by a professional valuer or a professional associate valuer registered in terms of the Property Valuers Profession Act, No. 47 of 2000, appointed by the trustee committee.
- 11.4 Notwithstanding the provisions of clause 11.1, no sales levy shall be payable in respect of the transfer of a property in the name of a person who can show that the acquisition is exempt from transfer duty as contemplated in section 9(1)(i) or section 9(1)(k) of the Transfer Duty Act, No. 40 of 1949, as amended.
- 11.5 The sales levy shall:
- 11.5.1 be imposed upon the members for purposes of accumulating a capital reserve fund for the Association which will primarily be used to meet the capital expenditure requirements (including necessary expenditure in relation to the maintenance of capital infrastructure); and
- 11.5.2 be payable to the Association against registration of transfer.
- 11.6 The obligation to pay the sales levy shall accrue prior to transfer and accordingly transfer shall be without prejudice to the Association's right to recover such sales levy (and interest thereon) after transfer.

12 CONSENT TO THE TRANSFER OF ERVEN

The Association shall be entitled to withhold its consent to the transfer of an erf if any levy due in respect of the erf has not been guaranteed or paid to its satisfaction or if the transferor has not fulfilled any of its obligations in terms of this Constitution.

13 PERIMETER SECURITY

- 13.1 The Association shall be responsible for the maintenance and upkeep of the perimeter security fence enclosing the development.
- 13.2 Members who own erven which borders upon the security fence and wall shall permit the Association and/or its contractors, reasonable access over their erven for purposes of the carrying out of maintenance and/or replacement of the security fence and walling.

14 BUILDING PLAN APPROVAL

- 14.1 A member must submit building plans for work on his erf to the trustees of the address determine by the trustee for investigation and approval prior to the submission of such plans to the Stellenbosch Municipality.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY	
APPROVED IN TERMS OF SECTION 60 OF THE	
STELLENBOSCH MUNICIPALITY ACT (1997) AND USE PLANNING BY-	
15/8/2024	
MUNICIPAL MANAGER	DATE

- 14.2 For the purposes of this clause, "building plans" shall mean any design drawing and specifications for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of an existing dwelling or for the erection of a pergola, fence or the laying of paving.
- 14.3 The building plans shall conform with the rules and regulations set out in the building manual.
- 14.4 In the event that the trustee does not approve a plan submitted in terms of this clause, the trustees must provide reasons in writing to the member concerned.
- 14.5 The member shall advise the trustees not later than 7 (seven) days before the building works commences:
- 14.5.1 who the contractor(s) is who is appointed to attend to the buildings works; and
- 14.5.2 the time frame in which the member and/or his contractors estimate the building works to be complete in.
- 14.6 Any disagreements or disputes arising from the building plan approval process by the trustees must be dealt with in terms of the dispute resolution procedure provided herein.

15 AMENDMENT OF BUILDING MANUAL

- 15.1 The trustee committee may, in liaison with the control architect and with the consent of the Stellenbosch Municipality (if legally required), amend, amplify, clarify or add to the provisions of the building manual.
- 15.2 In the event of the provisions of the building manual being amended or added to and if such amendment or addition will materially affect any further development of any erf, the trustee committee shall by written notice inform all members of the amendment or addition to the building manual.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY	
APPROVED IN TERMS OF SECTION 60 OF THE	
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-	
LAU (2015).	2023
MUNICIPAL MANAGER	DATE 15/8/2024

16 BREACH BY MEMBERS

- 16.1 Should any member:
- 16.1.1 fail to pay on due date any amount due by that member in terms of the Constitution or any regulation and remain in default for more than 7 (seven) days after being notified in writing to do so by the trustee committee; or
- 16.1.2 commit any other breach of any of the provisions of the Constitution or any regulation and fail to commence remedying that breach within a period of 7 (seven) days after being notified in writing to do so by the trustee committee or fail to complete the remedying of such breach within a reasonable time;

then and in any such event, the trustee committee shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the trustee committee or the Association or any other member may have in law (including the right to claim damages), to institute legal proceedings on behalf of the Association against such member for payment of such overdue amount or for performance of his outstanding obligations in terms of the Constitution or any regulation, as the case may be; or in the case of a breach of clause 16.1.2, to remedy such breach

and immediately recover the total cost incurred by the trustee committee or the Association in so doing from such member.

16.2

Should the trustee committee institute any legal proceedings against any member pursuant to a breach by that member of this Constitution or any regulation, then without prejudice to any other rights which the trustee committee or the Association or any other member may have in law, the trustee committee shall be entitled to recover from such member all legal costs incurred by the trustee committee, including attorney and client charges, tracing fees and collection commission.

16.3

Without prejudice to any other rights of the Association, should a member fail to pay any amount due by that member on due date, then such member shall pay interest thereon at the publicly quoted prime rate of interest charged by the Association's bankers from time to time plus 3% (three percent), calculated from the due date for payment until the actual date of payment of such amount.

17 NO CLAIMS AFTER CESSATION OF MEMBERSHIP

No erstwhile member nor his executors, curators, trustees or liquidators shall have any claim upon or interest in the funds or other property of the Association. This clause shall be without prejudice to the rights of the Association to claim from such member or his estate payment of any arrear levies or other sums or performance of any obligations due by him to the Association at the time of cessation of his membership.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY
APPROVED IN TERMS OF SECTION 60 OF THE
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-

LAW (2015): 2023

19/8/2024

DATE

18 ELECTION OF TRUSTEE COMMITTEE

- 18.1 There shall be a board of the trustees for the Association which shall consist of not less than 3 (three) and not more than 5 (five) trustees.
- 18.2 The board of trustees shall be elected by the members at every annual general meeting of the Association.
- 18.3 Upon any vacancy occurring on the trustee committee prior to the next annual general meeting, the vacancy will be filled by a person nominated by the remaining trustees if the relevant trustee was appointed by the members.
- 18.4 The trustee committee may co-opt onto the committee any member or members chosen by it, subject thereto that the total number of trustees shall not be more than five. A co-opted trustee shall enjoy all the rights and be subject to all the obligations of the trustees.
- 18.5 Each and every trustee, so elected, shall sign a sworn affidavit affirming that his appointment as trustee does and will not create any conflict of interest between any other rights, duties and obligations he may have towards any other person or institution.

19 PERIOD OF OFFICE OF TRUSTEES

- 19.1 Save as set forth in clause 19.2 below, each trustee shall continue to hold office until the annual general meeting next following upon his appointment. Every trustee retires from office at the end of such meeting, but shall be eligible for re-election to the trustee committee.
- 19.2 A trustee shall cease to be a trustee upon:

- 19.2.1 his estate being sequestrated, whether provisionally or finally, or his surrendering his estate;
 - 19.2.2 his conviction by a Court of Law for any offense involving dishonesty;
 - 19.2.3 his becoming of unsound mind;
 - 19.2.4 his resignation as a trustee, delivered in writing to the chairman or vice-chairman of the trustee committee; or
 - 19.2.5 his being removed from office by a resolution of members; at a members' meeting with a three-quarter majority of the votes actually cast.
- 19.3 Any resolution taken by the trustee committee at a meeting shall be valid notwithstanding the participation in good faith of an erstwhile trustee who has at the time of the meeting ceased to be a trustee.

20 CONSTITUTION OF THIS TRUSTEE COMMITTEE

- 20.1 Within 7 (seven) days of the holding of every annual general meeting, the trustee committee will meet and will elect from its own number a chairman and a vice-chairman, who will hold their respective offices until the annual general meeting held next after their said appointment, provided that the office of the chairman or vice-chairman will *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 any of the aforesaid offices at any time, the trustee committee will immediately meet to appoint one of their number as a replacement in such office.
- 20.2 Save as set forth in clause 35 below, the trustees will not be entitled to any remuneration, fees or salary in respect of the performance of their duties.

21 FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE

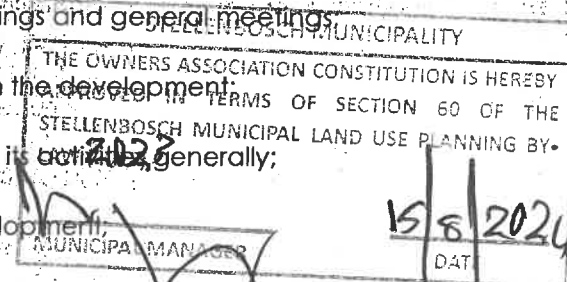
- 21.1 Subject to the provisions of this Constitution, the trustee committee shall manage and control the business and affairs of the Association, and shall have full powers in the management and direction of its business and affairs. Save as otherwise provided in this Constitution, it may exercise all powers of the Association and perform all acts on behalf of the Association which are under this Constitution required to be exercised or done by the Association in a members' meeting. The functions and powers of the trustee committee shall include, but not be limited to the following:
 - 21.1.1 To attend to the upkeep, upgrading and installation, where required, of common services serving Nuutgevonden, such as, but not limited to, the security fences and roads;
 - 21.1.2 To regulate the conduct of any person so as to prevent nuisance of any nature within the development;
 - 21.1.3 To introduce traffic calming measures;
 - 21.1.4 To impose fines and other penalties on members and to enforce payment of fines and penalties that may be payable by members.

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STEILENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
2023	15/8/2024
MUNICIPAL MANAGER	DATE

- 21.1.5 to open and operate bank accounts (which shall include accounts with any recognised financial institution) for the Association, make payments from such accounts by electronic funds transfers or deposit moneys in them;
- 21.1.6 to invest moneys on such terms and conditions as the trustee committee may determine. The moneys of the Association may be deposited, invested and re-invested only with registered financial institutions in the Financial Institutions (Protection of Funds) Act, 2001;
- 21.1.7 to make and receive loans with or without security;
- 21.1.8 to institute or defend legal proceedings by or against the Association;
- 21.1.9 to attend meetings of creditors of a member who is a debtor of the Association irrespective of whether the meeting is in connection with insolvency, liquidation or judicial management; to vote on any matter regarding the meeting and generally, to exercise all the rights a creditor would have in similar circumstances;
- 21.1.10 to issue receipts, discharges or indemnities in respect of any repayment or discharge of obligations;
- 21.1.11 to make use of the services of professional advisers and contractors for the affairs of the Association and to pay for such services out of the Association's funds;
- 21.1.12 to appoint employees at such wages and subject to such conditions of service as the trustee committee shall determine;
- 21.1.13 to accept donations or bequests on behalf of the Association from anybody subject to the terms and conditions of this trust deed and subject to the terms and conditions attached to such donation and/or bequest;
- 21.1.14 to sign all documents and take all steps considered necessary for the meaningful exercise of its powers;
- 21.1.15 to exercise all the powers which directors of a private company have in terms of the Companies Act No. 71 of 2008; and
- 21.1.16 to exercise any of its powers and functions within or outside the development.
- 21.2 The trustee committee has the right to vary, cancel or modify any of its decisions and resolutions from time to time.
- 21.3 The trustee committee may investigate any suspected or alleged breach by any member or trustee of this Constitution and any regulations made in terms thereof, in such reasonable manner as it shall decide from time to time.
- 21.4 The trustee committee may enter into agreement(s) with local authorities and outside service providers for the performance of its functions and duties.
- 21.5 The trustee committee may make regulations, not inconsistent with the Constitution:
- 21.5.1 as to the resolution of disputes between members generally;

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
2023	15/8/2024
MUNICIPAL MANAGER	DATE

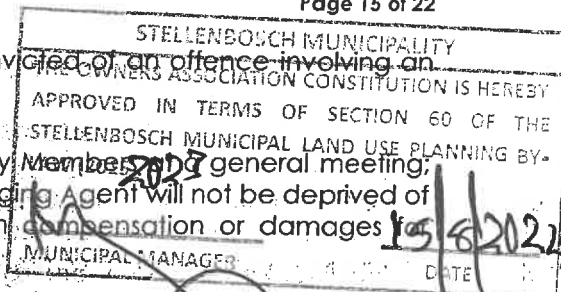
- 21.5.2 for the furtherance and promotion of any of the objects of the Association;
- 21.5.3 for the management of the affairs of the Association;
- 21.5.4 for the conduct of members within the development;
- 21.5.5 for the conduct of trustee committee meetings and general meetings;
- 21.5.6 establishing conduct rules applicable within the development;
- 21.5.7 to facilitate its administration and to govern its affairs generally;
- 21.5.8 as to security control measures for the development;
- 21.5.9 governing building work and services;
- 21.5.10 as to landscaping and maintenance of roads, sidewalks and open space areas within the development; and
- 21.5.11 for the provision and utilisation of recreational areas within the development.
- 21.6 The trustee committee shall be entitled to cancel, vary or modify any regulation from time to time.
- 21.7 The trustee committee shall be entitled to appoint in terms of a written contract a Managing Agent to control, manage and administer the common property/private open spaces and to exercise such powers, discharge such duties and fulfil such obligations as may be entrusted to the managing agent, including the power to collect Levies, contributions and other amounts owing to the Association. The appointment should adhere to the following:
- 21.7.1 A Managing Agent may be appointed for a maximum period of three (3) years at a time but at the written request of the trustee committee, the appointment may continue after its duration, for a maximum period of three (3) months on the conditions determined by mutual agreement between the parties;
- 21.7.2 The trustee committee must ensure that a provision is included in the contract that if the Managing Agent is in breach of any of the contract's provisions, or if he/she is guilty of conduct which at common law would justify the termination of a contract between master and staff;
- 21.7.3 The trustee committee may, without notice, cancel such contract, and that the managing agent will have no claim whatsoever against the Association or any of its members as a result of such cancellation;
- 21.7.4 The contract must further provide for the appointment to be revoked, and that such Managing Agent will cease to hold office, if -
- 21.7.4.1 the Managing Agent is a juristic person, an order is made for its provisional; or final liquidation or, where the Managing Agent is a natural person, he/she applies for the surrender of his/her estate as insolvent or his/her estate is sequestrated either provisionally or finally; or
- 21.7.4.2 the Managing Agent is convicted of an offence involving an element of fraud or of dishonesty or, where the managing agent is a juristic person,



any of its directors or members is convicted of an offence involving an element of fraud or of dishonesty; or

21.7.4.3

a resolution to that effect is passed by a general meeting, provided that in such event the Managing Agent will not be deprived of any right he/she may have to claim compensation or damages for breach of contract.



21.7.5

The contract must further stipulate that the Managing Agent must furnish indemnity in favour of the Association against all costs, losses, expenses and claims which it may incur or become liable to by reason of any act done by the Managing Agent or any of his employees in the exercising of his powers, the discharge of his duties or the fulfilment of his obligations under his contract.

21.7.6

The Managing Agent must retain full records of his administration and must report to trustee committee on his activities with regard to such administration

22 PROCEEDINGS OF THE TRUSTEE COMMITTEE

- 22.1 The trustee committee may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to the provisions of the Constitution and all relevant regulations.
- 22.2 Meetings of the trustee committee shall be held at least once every quarter, provided that if all the trustees shall in writing have waived the above requirement in respect of a particular quarter, then no meeting of the trustee committee need be held for that quarter.
- 22.3 The quorum necessary for the holding of any meeting of the trustee committee shall be 50% (fifty percent) or more of the number of trustees in office.
- 22.4 The chairman shall preside at all meetings of the trustee committee, provided that should at any meeting of the trustee committee the chairman not be present within 5 (five) minutes after the time appointed for the holding thereof, then the vice-chairman shall act as chairman at such meeting, provided further that should the vice-chairman also not be present within 5 (five) minutes of the time appointed for the holding of such meeting, those present of the trustees shall vote to appoint a chairman for the meeting, who shall thereupon exercise all the powers and duties of the chairman in relation to such meeting.
- 22.5 Minutes shall be taken of every trustee committee meeting, although not necessarily verbatim. The minutes shall be reduced to writing without undue delay and shall be certified correct by the chairman of the meeting. All minutes of trustee committee meetings after certification as aforesaid must be placed in a trustee committee minute book. The trustee committee minute book shall be open for inspection at all reasonable times by a trustee, the auditors, the members and the municipality.
- 22.6 Save as otherwise provided in the Constitution, the proceedings at any trustee committee meeting shall be conducted in a reasonable manner and form as the chairman of the meeting may decide.
- 22.7 A resolution signed, electronically or otherwise, by all the trustees shall be valid in all respects as if it had been duly passed at a meeting of the trustee committee duly convened.

23 MEETINGS OF MEMBERS

- 23.1 The Association shall within 6 (six) months after each financial year end of the Association hold a general meeting of members as its annual members' meeting. In addition, other general meetings of members may be held during any financial year.
- 23.2 General meetings of members shall be held at such time and place as the trustee committee may decide from time to time.
- 23.3 The trustee committee may, whenever they think fit, convene a members' meeting.
- 23.4 The trustee committee must convene a members' meeting at the written request of at least 20 members.
- 23.5 All general meetings other than annual members' meeting shall be called special general meetings.

24 NOTICE OF MEMBERS' MEETINGS

- 24.1 Members' meetings shall be called by not less than 21 (twenty-one) days' notice in writing. The notice shall specify the place, the day and the time of the meeting and shall be accompanied by an agenda, as specified in 26 below. Notwithstanding the above, a members' meeting called by shorter notice shall be deemed to have been duly called if it is so agreed by three-quarters of the members entitled to attend and vote thereat.
- 24.2 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 these presents, the general nature of that business and in the case of a special resolution, the terms and effect of the resolutions and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trustee Committee to such persons as are under these presents entitled to receive such notices from the Association; provided that a general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in these presents, be deemed to have been duly called if it is so agreed.
- 24.3 The accidental omission to give notice of a meeting or the non-receipt of any notice correctly addressed to any member or other person entitled to receive the same shall not invalidate the proceedings at, or any resolution passed at, any members' meeting.

25 QUORUM

- 25.1 No business shall be transacted at any members' meeting (annual members' meeting or special general meeting) unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any members' meeting shall be such of the members present in person or any proxy who together represents one-quarter of the total votes of all members entitled to vote.
- 25.2 If within half an hour from the time appointed for the holding of a members' meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as

the chairman of the meeting shall determine. If at such 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.

25.3

Notwithstanding the above, the following resolutions can only be taken at a meeting where the quorum necessary for the holding of such a meeting shall be such of the members present in person or any proxy who together represents 50% (fifty percent) of the total votes of all members entitled to vote and passed by a majority of three-quarters of the votes cast at the meeting in respect of the resolution:

- 25.3.1 Alienation of private open spaces/common property of the Association;
- 25.3.2 Letting of private open spaces/common property of the Association;
- 25.3.3 The inclusion of the Association as part of any other association and
- 25.3.4 Amendments to the 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).	
2023	15/5/2024
MUNICIPAL MANAGER	DATE

26 COMPILING OF AGENDAS FOR MEMBERS' MEETINGS

- 26.1 Any member may place an item on the agenda of a forthcoming members' meeting by giving written notice of the agenda item to the trustee committee at least 7 (seven) days before the date of the meeting. The trustee committee must as soon as possible give written notice to all members of any agenda items so submitted.
- 26.2 Only items properly on the agenda of a members' meeting may be raised at the meeting.

27 AGENDA AT MEETINGS

In addition to any other agenda items, the following matters shall be on the agenda and be dealt with at every annual members' meeting:

- 27.1 the election of the trustee committee;
- 27.2 the consideration of the financial statements of the Association for the financial year of the Association preceding the date of such meeting;
- 27.3 the consideration of the report of the auditors;
- 27.4 the appointment of the auditors of the Association; and
- 27.5 the consideration and fixing of the remuneration of the auditors for the financial year of the Association preceding the meeting.

28 PROCEDURE AT GENERAL MEETINGS

- 28.1 The chairman shall preside as such at all general meetings. Should the chairman not be present within five minutes after the time appointed for the holding thereof, then the vice-chairman shall act as chairman at such meeting. Should the vice-

chairman also not be present within five minutes of the time appointed for the holding of such meeting, then the members present at such meeting entitled to vote, shall elect a chairman for the meeting, who shall thereupon exercise all the powers and duties of the chairman in relation to such meeting.

28.2

The chairman may, with the consent of any general 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 which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.

28.3

Except as otherwise set forth in this Constitution or in any regulations, all general meetings shall be conducted in accordance with generally accepted practice.

29 PROXIES

29.1

A member may be represented at a members' meeting by a proxy, who need not be a member of the Association. The instrument appointing a proxy shall be in writing and 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:

29.1.1

a company, the proxy may be signed by the chairman or managing director of the board of directors of the company or by its secretary;

29.1.2

a close corporation, the proxy may be signed by any of its members;

29.1.3

a Trust, the proxy must be signed by all of its trustees; and

29.1.4

an association of persons, the proxy must be signed by the chairman or secretary of the managing committee.

29.2

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 deposited at the office of the Association or given to the chairman of the meeting at any time before the time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months from the date of its execution.

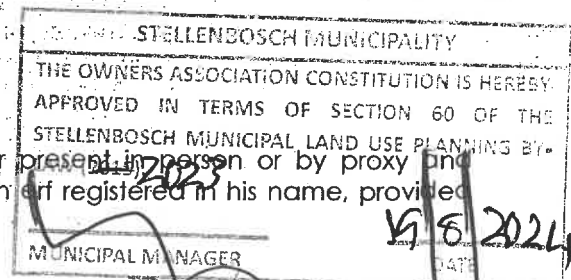
29.3

A vote cast in good faith in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation of the death or revocation shall have been received by the trustee committee at least one hour before the time fixed for the holding of the meeting.

30 VOTING

30.1

At every member's meeting every member present in person or by proxy and entitled to vote shall have one vote for each erf registered in his name, provided



that if an erf is registered in more than one person's name, then they shall jointly have one vote for that erf.

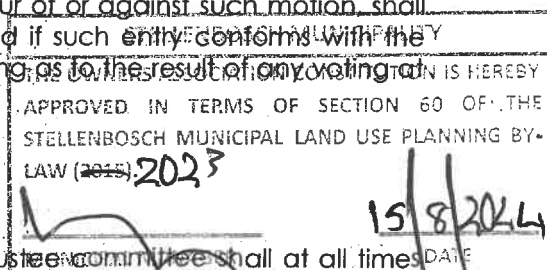
- 30.2 Save as provided for in this Constitution and the regulations, no person other than a member who shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of or arising from his membership, shall be entitled to vote on any question, either personally or by proxy, at any members' meeting.
- 30.3 A resolution put to the vote at a members' meeting shall be decided on a show of hands, unless either prior to or on the declaration by the chairman of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.
- 30.4 Notwithstanding the provisions of clause 30.3, voting on the election of a chairman of a members' meeting (if necessary) or on 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.
- 30.5 Every resolution and every amendment of a resolution proposed for adoption by a members' meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.
- 30.6 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the members' meeting shall be entitled to a casting vote in addition to his deliberative vote.
- 30.7 Voting, for decisions as set out in clause 25.3, must be passed by a majority of three-quarters of the votes cast at the meeting in respect of the resolution in order to be implemented.
- 30.8 Unless any member present in person or by proxy at a members' meeting shall before closure of the meeting have objected to any declaration made by the chairman 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 of validity of the procedure at such meeting, such declaration by the chairman 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. 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 chairman of the meeting as to the result of any voting at the meeting.

31 OUTSIDE CONSULTANTS AND SERVICE PROVIDERS

Save as otherwise provided in this Constitution, the trustee committee shall at all times be entitled to engage on behalf of the Association the services of accountants, property managing agents, auditors, attorneys, advocates, architects, engineers and any other professional person or firm and any other service providers, contractors and employees on such terms as the trustee committee shall decide.

32 ACCOUNTS

- 32.1 At each annual members' meeting the trustee committee shall lay before the Association an audited income and expenditure account for the immediately



preceding financial year of the Association, or in the case of the first account, for the period since the incorporation of the Association, together with an audited balance sheet made up as at the last financial year end of the Association. Such financial statements shall be accompanied by comprehensive reports by the trustee committee and the auditors. There shall be attached to the notice sent to members convening each annual general meeting, as set forth in clause 23 above, copies of such financial statement and reports.

32.2 The financial year end of the Association is the end of February of each year.

32.3 The trustee committee may from time to time make regulations as to the time and manner of the inspection by the members of the accounts and books of the Association. Subject to such regulations, the accounts and books of the Association shall be open to the inspection thereof by members at all reasonable times during normal business hours.

33 AUDIT

33.1 The annual financial statements of the Association must be audited by a registered accountant in terms of the Public Accountants' and Auditors' Act, No. 80 of 1991.

33.2 The members in general meeting must appoint the registered accountant and determine his remuneration. The trustee committee will provide the members with three quotations from three different audit firms and present these quotations to the members at the annual general meeting in order for them to make an informed selection.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY
APPROVED IN TERMS OF SECTION 60 OF THE
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-
LAW (2015). 2023
MUNICIPAL MANAGER
DATE 15/6/2024

34 SERVICE OF NOTICES

34.1 Every notice by the Association to a member shall be in writing and shall be given or served by the Association upon the member, either personally or by post in a prepaid registered letter, properly addressed to the member at the address of the erf owned by him or to any other address indicated by the member in writing, or by electronic transmission.

34.2 Every member must provide the Association with his electronic mail address.

34.3 No member shall be entitled to have a notice served on him at any address not within the Republic of South Africa. Every member will provide the Association with an address within the Republic of South Africa which shall be his address for the purpose of the service of notices.

34.4 Any notice sent by prepaid registered post shall be deemed to have been received 7 (seven) days after transmission. In proving the transmission of a notice by registered post, it shall be sufficient to prove that the notice was properly addressed and posted. Any notice transmitted by electronic mail shall be deemed to have been received by the addressee on the date upon which it is transmitted.

35 REIMBURSEMENT OF EXPENSES AND INDEMNITY

35.1 Subject to this Constitution and all applicable regulations every trustee of the trustee committee, member, servant, agent and employee of the Association and the auditors shall be reimbursed by the Association for all costs and expenses (including travelling expenses) which such person may incur or become liable for

by reason of any act or deed done by such in the discharge of any of his duties, provided that he/she provide the appropriate receipt(s) for such expense(s)

35.2

A trustee shall not be liable for the acts, neglects or defaults of the auditors or of any of the other trustees, whether in their capacities as trustees or as chairman or vice-chairman, nor for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the trustee committee for or on behalf of the Association, nor for the insufficiency of any security in or upon which any of the monies of the Association shall be invested, nor for any loss or damage arising from the insolvency or tortuous act of any person with whom any monies, securities or effects have been deposited, nor for any loss or damage occasioned by an error of judgment or oversight on his part, nor for any other loss, damage or misfortune which may occur in the execution of any of his duties, unless (in all the above instances) the loss, damage, expense or misfortune has occurred through lack of *bona fides* or a breach of duty or a breach of trust.

36 DISPUTE RESOLUTION

- 36.1 The members and the Association may agree to arbitration as a method to resolve any dispute, question or difference arising at any time between any members reciprocally or between any members and the trustee committee. The arbitration shall be on such terms and conditions as may be agreed to between the parties.
- 36.2 Any dispute between members regarding a breach of any rules of conduct contained in the regulations must be referred to mediation before any legal proceedings may be instituted, unless the Court in which the proceeding has been instituted, directs otherwise. The trustee committee shall appoint the mediator. The proceedings before the mediator shall be privileged, and may not be introduced in evidence in any Court, unless such Court directs otherwise.

37 EFFECTIVE DATE

The provisions of this amended Constitution shall come into effect when the Stellenbosch Municipality approves it.

38 AMENDMENTS TO CONSTITUTION

- 38.1 No provision of the Constitution shall be added to, amended, substituted or repealed without the prior consent in writing of the Stellenbosch Municipality.
- 38.2 Subject to the provisions of clause 38.1 above, the Constitution or any part thereof may only be amended by a resolution taken at a meeting of members and passed by a majority of three-quarters of the votes cast at the meeting in respect of the resolution.
- 38.3 No amendment of the Constitution may be inconsistent with or in contravention of any current legislation.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY	
APPROVED IN TERMS OF SECTION 60 OF THE	
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-	
LAW (2015)	2023
MUNICIPAL MANAGER	DATE
	15/8/2024

ATTENDANCE AT NUUTGEVONDEN HOMEOWNERS ASSOCIATION AGM- 31/08/23

NAME	ERF NUMBER OR UNIT NUMBER	Appointed as proxy for	Voted
Olivia Poonah	ERF 16223- 42 Vouvray	ERF 16217- 36 Vouvray, ERF 16182 -13 Bordeaux, ERF 16199- 9 Bordeaux, ERF 16227-46 Vouvray, ERF 16215- 34 Vouvray, ERF 16225 -44 Vouvray, ERF 16224 - 43 Vouvray, ERF 16194 -22 Bordeaux, ERF 16205 -3 Bordeaux, ERF 16228-47 Vouvray, ERF 16183 -14 Bordeaux, ERF 16222- 41 Vouvray, ERF 16206- 2 Bordeaux, ERF 16201 - 7 Bordeaux, ERF 16209 -28 Vouvray, ERF 16184 - 15 Bordeaux, ERF 16214 -33 Vouvray, Unit 26 Chablis Mews, Unit 31 Chablis Mews and Unit 35 Medoc Mews	FOR NEW CONSTITUTION
Danielle Cremer and Lorinda van Niekerk		Danielle Cremer proxy for ERF 16231-50 Vouvray Lorinda van Niekerk proxy for ERF 16229-48 Vouvray	FOR NEW CONSTITUTION
AKBAR TOLKER	Section 114, Unit 14 - Pinot Mews		AGAINST NEW CONSTITUTION
Rudolf Kotze	ERF 16212 - 31 Vouvray		FOR NEW CONSTITUTION
Vergeer, Karin, Me	ERF 16204 - 4 Bordeaux		FOR NEW CONSTITUTION
Ludwig and Marianda Otto	ERF 16232 - 51 Vouvray		FOR NEW CONSTITUTION
Botha, Nadia, Miss	Unit 39 - Medoc Mews		FOR NEW 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). 2023

MUNICIPAL MANAGER

15/8/2024

DATE

Martin Bey	<div> <div>STELLENBOSCH MUNICIPALITY</div> <div>THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).</div> <div>2023</div> <div>MUNICIPAL MANAGER</div> <div>15/8/2024</div> <div>DATE</div> </div>	Unit 32 -Chablis Mews, Section 12, Unit 12 Pinot Mews, Section 34, Unit 34 -Pinot Mews, Section 116, Unit 16-Pinot Mews, Section 124, Unit 24- Pinot Mews, Unit 14-Medoc Mews, Unit 24- Medoc Mews, Unit 7 -Medoc Mews, Unit 23 -Medoc Mews, Unit 2-Medoc Mews, Unit 33-Medoc Mews	AGAINST NEW CONSTITUTION
Henry Whitehead Smith en Assosiate	Smith and Associates- Auditor		
Hilda & Robbie Burzacchi	Robbie Burzacchi - owner of ERF 16221 -40 Vouvray	Hilda Burzacchi proxy for ERF 16200 -8 Bordeaux, ERF 16183- 14 Bordeaux	FOR NEW CONSTITUTION
Daniël Minnaar	ERF 16181 12 Bordeaux		FOR NEW CONSTITUTION
<u>Mariska Smit</u> <u>michelle@amperboplaas.co.za</u>	ERF 16186- 17 Bordeaux		FOR NEW CONSTITUTION
Stephan Le Roux	Unit 3 - Medoc Mews		FOR NEW CONSTITUTION
Dreyer, Lorna,M, Prof	Unit 3 - Chablis Mews		FOR NEW CONSTITUTION
Pieter la Grange	ERF 16195 - 23 Bordeaux	Proxy for ERF 16203 -5 Bordeaux	FOR NEW CONSTITUTION
Phiri, Ethel, Dr	ERF 16233 - 52 Vouvray		FOR NEW CONSTITUTION
Janine Philips	ANGOR - PRESENT AS NHOA'S PROPERTY MANAGING AGENT		
Susan Button	ERF 16213 - 32 Vouvray		FOR NEW CONSTITUTION
Christo van der Westhuizen	ERF 16230 - 49 Vouvray		FOR NEW CONSTITUTION
Kerry August	ERF 16191 - 25 Bordeaux		FOR NEW 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).

2023

15/6/2024

Did not vote
left meeting
at 7:33:19
PM per MS
TEAMS report

Georgiades, JG, Mnr

Jani Nothling

ERF 16188 - 19 Bordeaux

FOR NEW
CONSTITUTIO
N

Luigi & Irene Serafino

ERF 16185 - 16 Bordeaux

FOR NEW
CONSTITUTIO
N

Anita Smit and Joane
Dreyer

Unit 27-Medoc Mews

FOR NEW
CONSTITUTIO
N

Johan & Leigh Vouvray 39

ERF 16220 - 39 Vouvray

FOR NEW
CONSTITUTIO
N

Michelle Lyle (Sarine Lyle
Trust)

Unit 30 - Chablis Mews

AGAINST
NEW
CONSTITUTIO
N

Nicolene Botha

ERF 16187 - 18 Bordeaux

FOR NEW
CONSTITUTIO
N

Francois van Wyk

Unit - Medoc Mews (attended
even though Martin Bey was
appointed as proxy)

APPOINTED
MARTIN BEY
AS PROXY.
MARTIN
VOTED

Eleanor Dietrich

Unit 27 - Chablis Mews

AGAINST
NEW
CONSTITUTIO
N

Daneel Marais (Arina)

Unit 9 - Chablis Mews, Unit 24 -
Chablis Mews

AGAINST
NEW
CONSTITUTIO
N

Ronel Marais (SJ & PJJ
Marais)

Unit 19 - Chablis Mews

FOR NEW
CONSTITUTIO
N

Khalid Mohamed

Section 119, Unit 19 - Pinot Mews

AGAINST
NEW
CONSTITUTIO
N

Van der Wath, G, Mr	Unit 2 - Medoc Mews (attended even though Martin Bey was appointed as proxy and voted as such)		APPOINTED MARTIN BEY AS PROXY. MARTIN VOTED
Carl Wehlitz		<div data-bbox="678 145 1236 436" data-label="Text"> <p>STELLENBOSCH MUNICIPALITY THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015) 2023 MUNICIPAL MANAGER 15/6/2024 DATE</p> </div>	Did not vote left meeting at 6:20:50 PM per MS TEAMS report
Rustum Solomon	Unit 38 - Medoc Mews		FOR NEW CONSTITUTION
Charlotte Poore	Section 112, Unit 12 - Pinot Mews		AGAINST NEW CONSTITUTION
Mandie Smit	ERF 16189 - 20 Bordeaux		FOR NEW CONSTITUTION
Theo van Niekerk	ERF 16202 - 6 Bordeaux		FOR NEW CONSTITUTION
Kyle Klopper		Proxy for ERF 16192 - 26 Bordeaux	FOR NEW CONSTITUTION
Tania and Oscar Petersen	Section 25, Unit 25- Pinot Mews		AGAINST NEW CONSTITUTION
Dorothy and Epsom Dombo	ERF 16210 - 29 Vouvray		ABSTAINED
Johan du Toit			Did not vote left meeting at 7:01:04 PM per MS TEAMS report
Heiner Müller	ERF 16208- 27 Bordeaux		Christa voted on their behalf
Du Plessis, M, Dr.			Did not vote left meeting at 6:20:45 PM per MS TEAMS report

Suresh Boodhraj	Section 102, Unit 2 - Pinot Mews		AGAINST NEW CONSTITUTIO N
Christa Muller	ERF 16208 - 27 Bordeaux		FOR NEW CONSTITUTIO N
Yahnique Petersen			Did not vote left meeting at 6:14:09 PM per MS TEAMS report
Charne Loots			Did not vote left meeting at 7:03:53 PM per MS TEAMS report
Edwin Benjamin	Section 16, Unit 16 - Pinot Mews		AGAINST NEW CONSTITUTIO N
Johan Barnard	ANGOR - PRESENT AS NHOA'S PROPERTY MANAGING AGENT		
John Visser	ERF 16196 - 24 Bordeaux		FOR NEW CONSTITUTIO N
Crecencia Chapwanya	Unit 28- Chablis Mews		AGAINST NEW CONSTITUTIO N
Kaura, DK, Prof			Did not vote, joined meeting at 8:09:11 PM and left meeting at 8:12:03 PM according to MS TEAMS report

STELLENBOSCH MUNICIPALITY

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

MUNICIPAL MANAGER _____ DATE 15/8/2024

Smith & Associate Inc/Inc

GEOKTROOIERDE - EN PROFESSIONELE REKENMEESTERS
CHARTERED AND PROFESSIONAL ACCOUNTANTS

Noordwal-Wesstraat / Street 25, Stellenbosch, 7600

Posbus / PO Box 411, Stellenbosch, 7599

+27 21 886 7025 / 0861SMITH1 (764841) 📞

+27 21 886 7038 📠

info@smith1.co.za 📧

www.smith1.co.za 🌐

Ons Verw./Our Ref.: HS WHITEHEAD/ep/korr/7MNY0932
e-pos/e-mail: henryw@smith1.co.za

10 Oktober 2023

ATTENTION: THE TRUSTEES
NUUTGEVONDEN HOMEOWNERS ASSOCIATION
Titan House Unit 1, 3 Termo Lane
Technopark
STELLENBOSCH
7600



E-mail: danielle@blaauwklippen.com

Dear Danielle,

NUUTGEVONDEN HOMEOWNERS ASSOCIATION ("NHA")

We herewith confirm that we attended the virtual annual general meeting of the NHA held on 31 August 2023. We further confirm that the results of the voting to amend the current constitution were as follows.

1. Bordeaux & Vouvray

- 52 registered properties
- 42 votes in favour of amending the constitution
- No one voted against amending the constitution

2. Chablis Mews

- 33 registered sectional title units
- 4 votes in favour of amending the constitution
- 6 votes against amending the constitution
- As per section 6.2 of the constitution and as communicated at the AGM, the majority vote against the amendment of the constitution will count as 1 vote.

3. Pinot Mews

- 69 registered sectional title units
- No one was in favour of amending the constitution
- 10 votes against amending the constitution
- As per section 6.2 of the constitution and as communicated at the AGM, the majority vote against the amendment of the constitution will count as 1 vote.

H H Smith (Besturende Direkteur / Managing director); H S Whitehead
Registrasienommer / Registration number: 2008/015972/21
Praktysienommer / Practice number: 903456

S/a

4. Medoc Mews

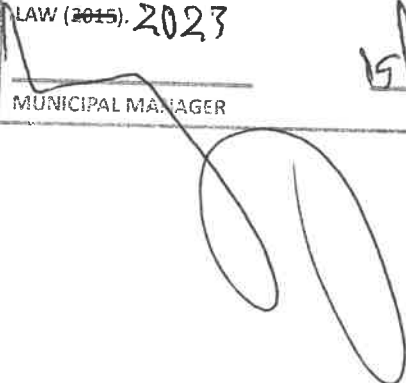
- 39 registered sectional title units
- 5 votes in favour of amending the constitution
- 6 votes against amending the constitution
- As per section 6.2 of the constitution and as communicated at the AGM, the majority vote against the amendment of the constitution will count as 1 vote.

In total, as per section 6.2 of the constitution, 42 votes were in favour and 3 against amending the constitution.

We trust the above will meet your approval. Should you have any queries, please do not hesitate to contact *Mr Henry Whitehead* on (021) 886 7025 in this regard.

Yours faithfully,


SMITH & ASSOCIATES INC
PER: HS WHITEHEAD

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015). 2023	
 MUNICIPAL MANAGER	15/8/2024 DATE