



Application Number: LU/15776 (TP394/2023)

Our File Reference Number: Farm 81/29, 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

APPLICATION FOR THE AMENDMENT OF AN APPROVED SUBDIVISIONAL PLAN AND PERMISSION REQUIRED IN TERMS OF CONDITION OF APPROVAL IN TERMS OF SECTION 15(2)(k) & (l) OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BYLAW, 2023: FARM NO. 81/29, STELLENBOSCH DIVISION

1. The above application refers.
2. The duly authorised decision maker has decided on the above application as follows.
 - 2.1 **Consent in terms of the relevant Title Deed** No. T52460/99, Condition D(a) to (e), to allow for the proposed development in terms of section 45(6) of SPLUMA, **BE GRANTED.**
 - 2.2 That the following applications in terms of the Stellenbosch Municipal Land Use Planning Bylaw, 2023 on Farm No. 81/29, Stellenbosch Division for:
 - a) **Amendment of an approved subdivisinal plan** or part thereof, including a general plan or diagram in terms of Section 15(2)(k) of the said bylaw, to amend the approved Subdivisional Plan (and phasing of the development);
 - b) **Permission required in terms of a condition of approval** in terms of Section 15(2)(l) of the said bylaw to obtain approval for the Redwood Estate Stellenbosch Master Home Associations' Constitution;

- c) **Permission required in terms of a condition of approval** in terms of Section 15(2)(l) of the said bylaw in respect of Condition 3.6 as stipulated in approval letter dated 11 May 2022, for purposes of a Site Development Plan;
- d) **Permission required in terms of a condition of approval** in terms of Section 15(2)(l) of the said bylaw in respect of Condition 3.8 as stipulated in the letter of approval letter dated 11 May 2022; for the purpose of the Design Guidelines development parameters as indicated on the Site Development Plan;

2.3 That the **street naming and numbering** of Redwood Estate on Farm No.81/29, Stellenbosch Division as contemplated in Section 98 of the Stellenbosch Municipal Land Use Planning Bylaw 2023 and indicated on the Subdivision & Phasing Plan Nr. 3628-P (4), dated 16 May 2023, drawn by TV3 Architects.

BE APPROVED in terms of Section 60 of the said Bylaw and in terms of the Policy for the Naming and Renaming of Streets, Public Places, Natural Areas, Artefacts and Council-Owned Buildings and Facilities, July 2022, subject to conditions of approval.

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

- 2.4.1 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.
- 2.4.2 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.
- 2.4.3 The development must be undertaken in accordance with the Subdivision & Phasing Plan Nr. 3628-P (4), dated 16 May 2023, drawn by TV3 Architects; and attached as **ANNEXURE B.**
- 2.4.4 The development be undertaken generally in accordance with the Site Development Plan drawn by TV3 Architects and Town Planners, attached as **ANNEXURE D:**

a) *Site Development Plan Nr. 210169 (with typical units), Drawing 01/Rev 10, dated 08 July 2024*

b) *Gatehouse Plan Nr. 210169, Drawing Nr. S2.0.11.1, dated 8 November 2023*

c) *Typical Boundary Wall Plan Nr. 210169, Drawing Nr. S2.0.12.1, dated 8 November 2023.*

d) *Landscaping Plan Drawing Nr. RW_LP_001, dated 09 May 2023.*

e) *Typical floor layout plan for House Type A1, B1, C1 & D1, dated 28 May 2024.*

f) *Block of Flats layout Plan Nr. 210169, Drawing Nr's 2100101.1/2/3/4/6/7/12/13/14/16 & 17, date 28 May 2024.*

2.4.5 The Redwood Estate Master Home Owner's Association be subject to the Constitution of the Redwood Estate Master Home Owner's Association, attached as **ANNEXURE C**.

2.4.6 The development be undertaken to the satisfaction of the Municipality in accordance with the Architectural Guidelines as indicated on Site Development Plan attached as **ANNEXURE D**.

2.4.7 New erf diagrams or general plans for the newly created land units be submitted to this municipality for clearance and record purposes.

2.4.8 The applicant submits an electronic copy (shp,dwg,dxf) of the General Plan which was preliminary approved by the SG. The following information must be indicated:

- a) Newly allocated Erf Numbers
- b) Co-ordinates
- c) Survey Dimensions

2.4.9 The remaining conditions imposed by council in its approval letter dated 11 May 2022 and 28 August 2021.

2.4.10 The conditions imposed by the **Director: Engineering Services** in their memo dated 06 October 2023, attached as **ANNEXURE F** be adhered to.

2.4.11 Development contributions are payable in accordance with the prevailing and applicable Council Tariffs at the time of payment prior to the transfer of the first property or submission of any building plans, whichever occurs first, or as may be agreed on in writing with the Director Infrastructure Services.

2.4.12 A service agreement regarding the responsibilities for the provision of engineering services be entered into with the Municipality prior to the construction of any Engineering services or infrastructure in terms of Section 66(3) and Section 82(4) of the said Bylaw, which service agreement must include the

conditions as imposed by the Directorate Infrastructure Services in memo dated 06 October 2023 and attached as ANNEXURE F".

- 2.4.13 Sufficient on-site parking be provided in accordance with the provisions of the Zoning Scheme Bylaw as illustrated on the site development plan Nr. 210169. Drawing 01/Rev 10, dated 08 July 2024 to the satisfaction of the Municipality.
- 2.4.14 The conditions stated in the letter TPW/CFS/RP/LUD/REZ/SUB-25/75 (Job 22720) by the Department of Transport and Public Works, dated 19 October 2020 and 14 February 2022, attached as **ANNEXURE F**, be complied with.

2.5 The reasons for the above decision are as follows:

- 2.5.1 The proposed amendment of the subdivision plan will allow for slightly larger and more practical erven and will result in the creation of land portions that are in line with the surrounding area.
- 2.5.2 The Site Development Plan will not result in any additional rights being granted and will not lead to an increase in the permissible floor factor, coverage and height.
- 2.5.3 The proposal does not contradict the previous municipal approval and would not affect the development or the surrounding properties negatively.
- 2.5.4 The street names and numbering conform to the criteria and rules contained in the Policy.

2.6 Matters to be noted

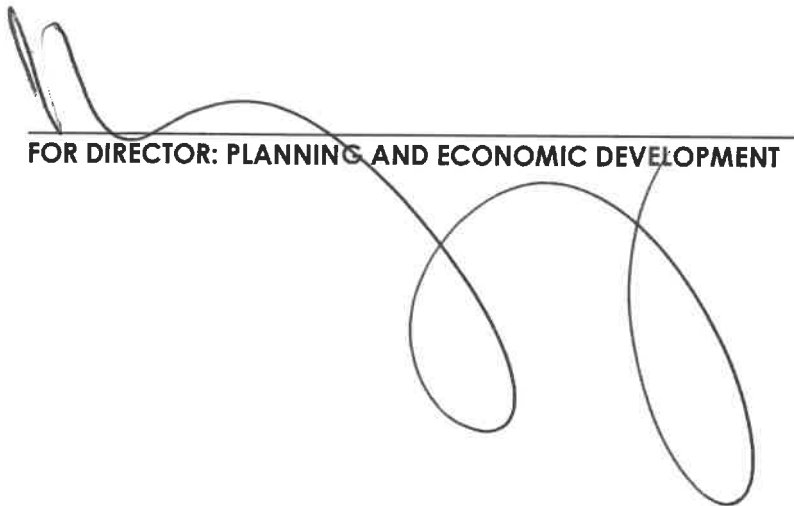
- 2.6.1 Building plans to be submitted to the Municipality for approval.
- 2.6.2 The provision of street name signage should comply with the requirements as prescribed in municipal guidelines and the policy on outdoor advertising and signage.
- 2.6.3 The display of street numbers must comply with Section 31 of the Roads and Streets By-Law, 2021.
- 2.6.4 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.

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

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 several loops and a long horizontal stroke, positioned over the title line.

FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

7/8/2024
DATE

ANNEXURE B

**AMENDMENT OF AN APPROVED SUBDIVISIONAL
PLAN AND PERMISSION REQUIRED IN TERMS OF
CONDITION OF APPROVAL: FARM NO. 81/29,
STELLENBOSCH DIVISION**

AMENDED SUBDIVISIONAL PLAN



Possible Future Development

Phase 2

R304 Road Reserve

Public Road
(±0.64ha)

RE/4/81

STELLENBOSCH MUNICIPALITY

THIS SUBDIVISION / CONSOLIDATION HAS BEEN APPROVED IN
TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL
LAND USE PLANNING BY-LAW (2015) SUBJECT TO THE
CONDITIONS AS PER ATTACHED LETTER DATED

AUTHORISED EMPLOYEE/MPT

RE/33/81

Possible Future Development

Phase 1

Public Road
(±0.12ha)

Erf No.	Zoning	Land Use	Density	Area
1-119	Multi Unit Residential Zone	Grouphousing	113units/ha	10564m ²
120	Multi Unit Residential Zone	Flats (60 Units)	136units/ha	4422m ²
121-122	Private Open Space Zone	Private Open Space		1335m ²
123-124	Private Open Space Zone	Private Road		6083m ²
Total				22404m ²

Notes:

Cadastral information and subdivision provided by OL Architects.

tv3 ARCHITECTS
TOWN PLANNERS
URBAN DESIGNERS

Redwood Estate

Property Description:

Portion 1 (a portion of Portion 29 of Farm 81, Stellenbosch)

Drawing:		Plan no.:
Subdivision Plan		4
Date:	Scale:	
16/05/2023	1:1500(A4)	
Project no.:	Drawn:	Checked:
3628-P	WH	CH

ANNEXURE C

**AMENDMENT OF AN APPROVED SUBDIVISIONAL
PLAN AND PERMISSION REQUIRED IN TERMS OF
CONDITION OF APPROVAL: FARM NO. 81/29,
STELLENBOSCH DIVISION**

**HOME OWNERS ASSOCIATION'S
CONSTITUTION**

**CONSTITUTION
OF
REDWOOD ESTATE STELLENBOSCH
MASTER HOME OWNERS' ASSOCIATION**



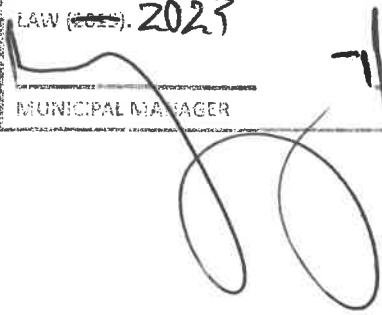
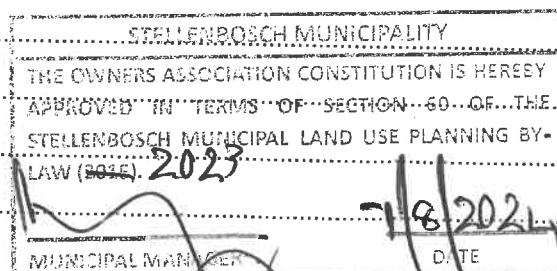
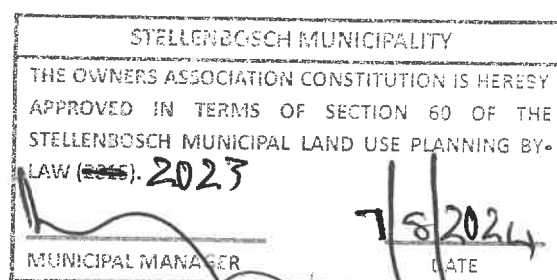
STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2011). 2023	
 MUNICIPAL MANAGER	7/8/2024 DATE

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1 RECORDAL

- 1.1 The Developer is in the process of developing the Land as described herein for residential and associated purposes and whereas such land will form the Development and be administered by a Master Home Owners' Association and, where applicable, also through a Body Corporate.
- 1.2 This document shall from the Establishment Date serve as the Constitution of the said Master Home Owners' Association.

2 DEFINITIONS

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

2.1.1 "**Accredited Property Practitioner**" means the on-site estate sales and letting agency, being Kaironomia Proprietary Limited with registration number: 2020/565789/07, trading as Momentum International Realty Kaironomia and its representative agents, as appointed by the Accredited Property Practitioner from time to time, and any other property practitioners working in association with such agency, all of whom are to be duly registered with the Property Practitioner Regulatory Authority, as approved and listed exclusively by the Developer, during the Development Period, and thereafter, by the Association in terms of the criteria and conditions of this Constitution, as well as the Rules and any specific policy document that may be issued by the Trustee on behalf of the Association in such regard;

2.1.2 "**Alienate**" means in relation to any Erf or Unit, the transfer by a Member, of any rights in respect thereof and, without derogating from the generality of the foregoing, includes alienation by means of the sale, exchange, donation, deed, intestate or testate succession, 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 which term shall, however, shall in the context of this Constitution, not be interpreted so as to include the act of mortgaging an Erf or a Unit.

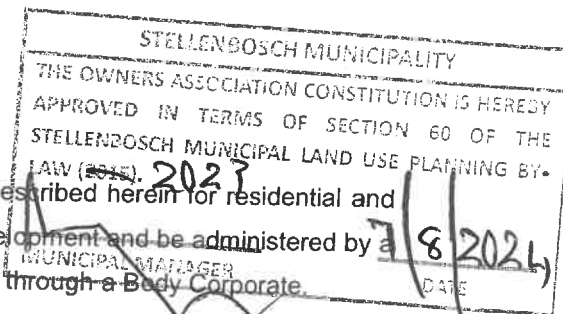
2.1.3 "**Apartment Member**" means a Member that is an Owner of a Unit, relating to an Erf within the Development upon which as Sectional Title Scheme has been registered and as such also member of the particular Body Corporate and who will be represented at the Association by a representative of such Sectional Title Scheme for such scheme.

2.1.4 "**Architect**" means the architects as appointed by the Developer during the Development Period from time to time and thereafter as appointed by the Trustees from time to time;

2.1.5 "**Association**" means the REDWOOD ESTATE STELLENBOSCH MASTER HOME OWNERS' ASSOCIATION (RESMHOA) which is bound by the provisions of this Constitution;

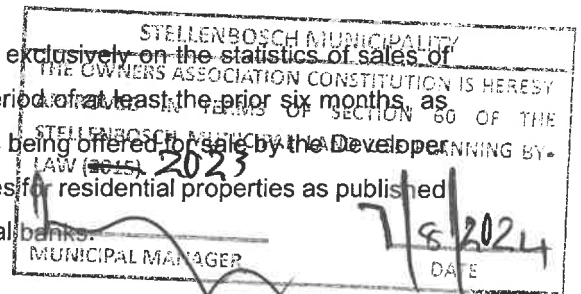
2.1.6 "**Auditors**" mean the Auditors of the Association as appointed by the Developer during the Development Period from time to time and thereafter as appointed by the Trustees from time to time;

2.1.7 "**Business Day**" means any day other than a Saturday, Sunday or official public holiday in South Africa;



- 2.1.8 **"Body Corporate"** means a Body Corporate of any Sectional Title Scheme established in relation to an Erf falling within the Development;
- 2.1.9 **"Body Corporate Trustee"** means a Trustee appointed by a Body Corporate to serve as a trustee of the Association in terms of this Constitution;
- 2.1.10 **"Constitution"** means this document with the annexures thereto, imposed in terms of Section 29 of LUPO (or the Municipal Planning By-Law), as may be amended from time to time;
- 2.1.11 **"Chairman"** means the Chairman of the Trustees;
- 2.1.12 **"Common Property"** means:
- 2.1.12.1 in the case of an Erf on which a Sectional Title Scheme is developed, common property as defined in the Sectional Titles Legislation, which is not subject to an exclusive use by a member in terms of that Sectional Title Scheme;
 - 2.1.12.2 the land registered in the name of the Association, or land vested in the Association by law, including Private Open Spaces;
 - 2.1.12.3 any portion of the Development which is not owed by or subject to an exclusive right in favour of a Member.
- 2.1.13 **"Completed Occupied Residence"** means a Unit, or an Erf upon which a dwelling has been constructed, and for which Unit or Erf a certificate of occupation has been issued by the Local Authority.
- 2.1.14 **"Deeds Registries Act"** means the Deeds Registries Act No. 47 of 1937, as amended from time to time;
- 2.1.15 **"Developer"** means Redwood Estate Stellenbosch (Proprietary) Limited (Registration Number 2021/651004/07), a duly registered South African private company, or its nominees or its successor or successors in respect of the whole or any part of the Development;
- 2.1.16 **"Development"** means the Land which is to be subdivided into Erven and Units in/ accordance with approval obtained from the Local Authority, generally in accordance with the preliminary Estate Site Development Plan and includes any and all extensions of the Development, if applicable, as approved by the Local Authority upon application by the Developer to be named REDWOOD ESTATE STELLENBOSCH (hereinafter referred to as the "Estate");
- 2.1.17 **"Development Period"** means the period commencing on the sale of the first Erf in the Development and enduring until all Erven and Units in the Development have been sold by the Developer, or within a period expiring 2 (two) years after the date of registration of transfer of an Erf or Unit in the Development to the first Purchaser, whichever shall occur last, alternatively on such prior date of which the Developer notifies the Association in writing that it terminates the Development Period;
- 2.1.18 **"Determined Value"** means with regards to the sale of an Erf or a Unit by a Member, other than the Developer, a certificate of the value thereof, that has been issued by the Accredited Property Practitioner for such Erf or Unit at the request of Trustees. In determining such

value, the Accredited Agent shall base its valuation exclusively on the statistics of sales of similar erven or units with the Development for a period of at least the prior six months, as well as the present prices of similar Erven or Units as being offered for sale by the Developer, as well as by the consideration of price growth indexes for residential properties as published by housing economists of at least two commercial banks.



2.1.19 **"Distressed Sale"** means any of the following -

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

2.1.19.2 a sale by a Member where a bank or financial institution as mortgage bond holder in respect of an Erf and/or Unit assists the Member with the sale of such Erf and/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 to fulfil its obligations towards the relevant mortgage bond holder; and/or

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

2.1.20 **"Erf"/ "Erven"** mean unless otherwise indicated, every Erf or all Erven in the Development and on which is to be established, *inter alia*, but not limited to, residential dwellings or Sectional Title Schemes and includes immovable property transferred or to be transferred in accordance with the provisions hereof to the Association;

2.1.21 **"Establishment Date"** means the date of registration of transfer of the first Erf within the Development from the Developer to an Owner;

2.1.22 **"Estate Manager"** means any person(s) or body(ies) appointed by the Association in accordance with the provisions of this Constitution, either as an employee or as an independent contractor, to undertake the management of the Development and the affairs of the Association or Trustees and as more fully set out in clause 22 below;

2.1.23 **"Estate Site Development Plan"** means the draft plan depicting the Development, which plan is subject to re-layout, renumbering and approval by the Surveyor-General and annexed hereto as **Annexure A**;

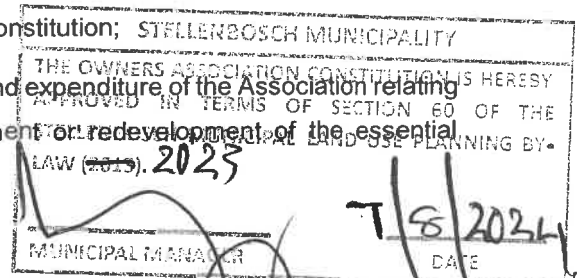
2.1.24 **"Guide"** means the Landscape Design Guidelines prepared for and applicable to the Development, a copy of which is annexed hereto as **Annexure B** and includes all/any amendments made thereto from time to time as stipulated in clause 15 of this Constitution;

2.1.25 **"Improvements"** mean any structure of whatever nature constructed or erected or to be constructed or erected on an Erf; Sectional Title Scheme, and/or within a Unit;

2.1.26 **"Income Tax Act"** means the Income Tax Act, No. 58 of 1962, as amended from time to time;

2.1.27 **"Land"** means portion 29 of the Farm Cloetesdal No 81 Stellenbosch Division, in the Stellenbosch Municipality, Western Cape Province;

- 2.1.28 **"Leviable Property"** means any Erf or Unit, that has been registered in the name of a Member, other than the Developer, but, however, includes a Completed Occupied Residence.
- 2.1.29 **"Local Authority"** means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is the Stellenbosch Municipality;
- 2.1.30 **"MPBL"** means the Stellenbosch Planning By-Law, 2023 and includes any substituted legislation and/or amendments;
- 2.1.31 **"Member/s"** means all Owners of Erven or Units within the Development including Full Members and Apartment Members as are categorised in accordance with clause 5 of this Constitution, including the Developer in its capacity as such, during the Development Period;
- 2.1.32 **"Ombud Service Act"** means the Community Schemes Ombud Service Act, 9 of 2011;
- 2.1.33 **"Ombud Service"** means the Community Schemes Ombud Service established in terms of the Ombud Service Act.
- 2.1.34 **"Owner"** means the registered Owner of an Erf or a Unit, or a share thereof, who is, in terms of the Deeds Registries Act, reflected in the records of the Deeds Registry concerned as the registered owner of such Erf or Unit;
- 2.1.35 **"Prescribed Agreement of Sale"** means the agreement prescribed by the Trustees from time to time that all Owners must use when an Owner wants to Alienate its Erven and/or Unit;
- 2.1.36 **"Primary Residence"** means in relation to an Erf or a Unit within the Development that would, at the time of the sale or alienation thereof by the owner thereof, be determined to be the primary residence of such owner in terms of paragraph 44 of the Eighth Schedule to the Income Tax Act No. 58 of 1961;
- 2.1.37 **"Private Open Spaces"** means all Erven in the Development which are identified as private roads, private open spaces, parks, waterways and pathways and indicated as such on the Estate Site Development Plan;
- 2.1.38 **"Resolution"** means a resolution passed at any meeting of the Association and/or the Trustees by an ordinary majority of the total votes represented at such meeting by Members present in person or by proxy;
- 2.1.39 **"Rules"** mean such rules and regulations as are made by the Association and/or the Trustees from time to time in terms of the provisions of this Constitution;
- 2.1.40 **"Sectional Titles Legislation"** means the Sectional Titles Act No. 95 of 1986 and the Sectional Title Schemes Management Act No 8 of 2011, as amended from time to time;
- 2.1.41 **"Sectional Title Scheme"** means any scheme established in accordance with the Sectional Titles Legislation, including the Sectional Title development known as Oakwood;
- 2.1.42 **"Sectional Title Trustee"** means a Trustee appointed by a Body Corporate to serve as a trustee of the Association in accordance with this Constitution;
- 2.1.43 **"Structural Related Expenditures"** means all cost and expenditure of the Association relating to the maintenance, upkeep, insurance, replacement or redevelopment of the essential



infrastructure and assets of the Association, other than such cost and expenditure related to infrastructure or assets that relates to securing the Estate;

2.1.44 **"Trustees"** means the Trustees of the Association, collectively from time to time and includes alternate and co-opted Trustees; and

2.1.45 **"Unit/s"** means a unit as defined in the Sectional Titles Legislation.

2.2 In this Constitution:

2.2.1 any reference to an enactment is to that enactment as at the establishment date and as amended or re-enacted from time to time thereafter;

2.2.2 any reference in this Constitution to a **"clause"** by number refers to a corresponding provision of this Constitution;

2.2.3 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Member, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Constitution;

2.2.4 references to **"days"** (other than a reference to a Business Day), **"months"** or **"years"** in this Constitution shall be construed as calendar days, months or years, as the case may be.

2.2.5 when any number of days is prescribed in this Constitution, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding Business Day;

2.2.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

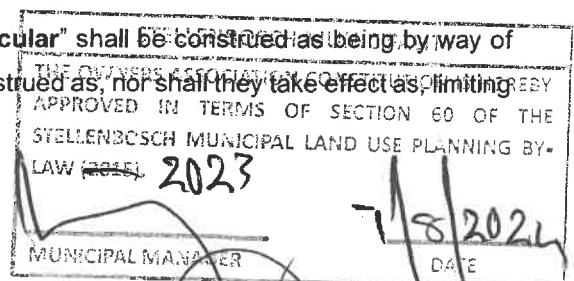
2.2.7 expressions defined in this Constitution shall bear the same meanings in the schedules or annexures to this Constitution which do not themselves contain their own conflicting definitions;

2.2.8 where any term is defined within the context of any particular clause in this Constitution, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Constitution, notwithstanding that that term has not been defined in this interpretation clause;

2.2.9 any reference in this Constitution to a Member shall include a reference to that Member's assigns expressly permitted under this Constitution and, if such Member is liquidated or sequestrated, be applicable also to and binding upon that Member's liquidator or trustee, as the case may be;

2.2.10 the words **"shall"** and **"will"** and **"must"** used in the context of any obligation or restriction imposed on a Member in this Constitution shall have the same meaning;

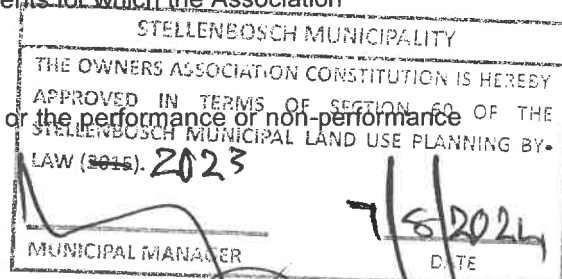
2.2.11 the words **"include"**, **"including"** and **"in particular"** shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word(s);



- 2.2.12 the words “other” and “otherwise” shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible;
- 2.2.13 the use of any expression in this Constitution covering a process available under South African law such as a winding-up (without limitation *eiusdem generis*) shall, if any of the Members are subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction;
- 2.2.14 any reference to “law” means any law (including statutory, common or customary law), statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order, other legislative measure, directive, requirement, request or guideline (whether or not having the force of law but, if not having the force of law, is generally complied with by the persons to whom it is addressed or applied) of any government, supranational, local government, statutory or regulatory or self-regulatory or similar body or authority or court and the common law, as amended, replaced, re-enacted, restated or reinterpreted from time to time;
- 2.2.15 where this Constitution requires a Member to use its “reasonable endeavours” in relation to an action or omission, that Member shall do all such things as are reasonably necessary or desirable so as to achieve that action or omission and, to the extent that the action or omission is frustrated, hindered or otherwise difficult to attain, the Members shall, to the extent that it is commercially reasonable to do so, consult and co-operate with each other and continue to take action so as to achieve that action or omission, provided that any actions or omissions required to be undertaken shall not be such as to result in a breach of a fiduciary duty or contravention of any law;
- 2.2.16 the rule of construction that a contract shall be interpreted against the person responsible for the drafting or preparation of the contract, shall not apply.

3 STATUS OF RESMHOA

- 3.1 The Association will be established the Establishment Date, and this Constitution, as may be amended from time to time, is binding upon the Member/s.
- 3.2 The Association shall be designated as the **Redwood Estate Stellenbosch Master Home Owners’ Association** and shall, subject to the provisions of this Constitution, be responsible for the control, administration and management of the Development for the benefit of all Members.
- 3.3 The Association shall have perpetual succession and shall be capable of suing and being sued in its corporate name in respect of:
- 3.3.1 any contract made by it;
- 3.3.2 any damage to the Private Open Space or other property of the Association;
- 3.3.3 any matter in connection with the land or Improvements for which the Association is liable;
- 3.3.4 any matter arising out of the exercise of its powers or the performance or non-performance of its duties;



- 3.3.5 any claim by or against the Developer in respect of the Development and the Local Authority, provided that such action is authorised by a Resolution at a general meeting of the Association.
- 3.4 It is recorded that the Association has been established as a non-profit making institution for the purposes and objectives set out in this Constitution.
- 3.5 No Owner in his personal capacity, nor any Body Corporate, 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 on behalf of its Members, according to the objects of the Association and in terms of this Constitution.

4 OBJECTIVES

- 4.1 The Association shall serve as a Master Home Owners' Association with the following objectives:
- 4.1.1 to ensure compliance with the conditions for the subdivision of the Land imposed by the Local Authority when approving the Development and more specifically:
- 4.1.1.1 to oversee, maintain and control the Development;
- 4.1.1.2 ensure the general high standard of the Development;
- 4.1.1.3 generally, to carry on, promote advance and protect the communal interest of Members, and in particular in so promoting such communal interest to provide, promote and maintain essential community services, amenities and activities of the Development.
- 4.1.2 the regulation and control of harmonious development of the Development;
- 4.1.3 to promote high standard of Improvements in the Development;
- 4.1.4 to direct the implementation of a security protocol, as well as other policies for implementation by the Estate Manager to ensure that all services as are provided by, and amenities belonging to the Association, shall be for and to the benefit of and available in a fair and equitable manner to all Members and all residents of housing units within the Estate;
- 4.1.5 to enforce compliance by Members of their obligations in terms of this Constitution, the Guide, and any Rules created in terms thereof;
- 4.1.6 To co-operate with the Local Authority in its endeavour to ensure compliance with any municipal legal requirements, including the conditions of establishment and rezoning imposed by the Local Authority;
- 4.1.7 to maintain all Common Property and improvements thereof, including the private roads, street lighting, open spaces, retention facilities and all internal civil services, services infrastructure, facilities, installations and other common assets of the Association according to the standards envisaged by the Trustees, and where necessary, to repair and replace such services, facilities, installations and other assets.
- 4.1.8 to register the Scheme with the Ombud Service and to on a continual basis ensure that payment is made of the prescribed levy payable by the scheme in terms of section 59 of the Ombud Act in the amount calculated as prescribed by such Act and the regulations

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thereunder and to with such Service the annual return in the prescribed form in compliance with section 39 of the Ombud Act;

4.1.9 in general:

- 4.1.9.1 to ensure the maintenance and promotion of harmony in the physical and social environment of the Development;
- 4.1.9.2 to promote and encourage Owners to maintain at all times the external appearances of their properties in a clean and tidy condition and to maintain high standards in this regard so as to ensure that the appearance of their properties is both aesthetically pleasing and desirable when viewed from the outside and further to take steps to enforce the maintenance of such standards were deemed necessary in the opinion of the Trustees;
- 4.1.9.3 to protect and promote the interests of the Association, Sectional Title Schemes, and all Members, as far as the Development is concerned;
- 4.1.9.4 to control the transfer of Erven in the Development and ensure compliance with any conditions that may be imposed by the Local Authority as well as those conditions imposed by the Developer in the agreement of sale between the Developer and the first Owner of an Erf or Unit;
- 4.1.9.5 to take transfer of, maintain and insure, where necessary, all services infrastructure, the roads, the Private Open Space and improvements thereupon in the development and control the usage thereof and of the facilities belonging to the Association or falling under its control;
- 4.1.9.6 to impose and administer the Rules for the management of the Development, as introduced by the Developer, and amend or replace such Rules, from time to time, and introduce, where practical, a security protocol, as well usage policy documents relating to the utilisation of amenities in the Estate, for implementation by the Estate Manager, as the Trustees may deem necessary.
- 4.1.10 the Association shall have the power to perform such acts as are necessary and reasonably required to accomplish the fulfilment of the foregoing objects including, but not restricted, to powers specifically contained in this Constitution.

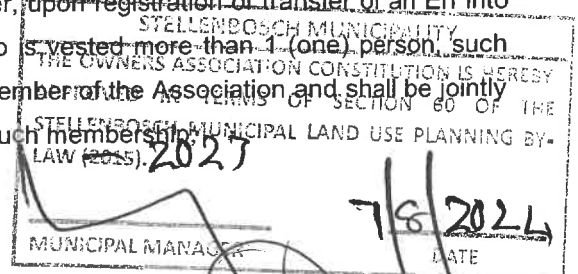
5 MEMBERSHIP

Membership of the Association shall consist of Full Members and Apartment Members:

5.1 Full Membership will apply to:

5.1.1 the Developer for the Development Period;

5.1.2 every Owner, who is not an Apartment Member, upon registration of transfer of an Erf into his name, provided that where such ownership is vested more than 1 (one) person, such person shall be deemed jointly to be 1 (one) Member of the Association and shall be jointly and severally responsible for the obligation of such membership.



5.1.3 in respect of an Erf on which a Sectional Title Scheme is established, the Body Corporate of that Sectional Title Scheme.

5.2 Apartment Membership will apply to every Owner of a Unit within the Development upon registration of transfer of such a Unit into his name, provided that where such ownership is vested more than 1 (one) person, such persons shall be deemed jointly to be 1 (one) Member of the Sectional Title Scheme and shall be jointly and severally responsible for the obligation of such membership;

5.3 The Developer shall cease to be a Member of this Association at the end of the Development Period.

6 FUNCTIONS

6.1 The functions to be performed by the Association shall include:

6.1.1 the establishment of a fund to defray the expenses of the Association relating to maintenance, repairs, renewal, upgrading, twenty four hour manned security service, insurance, landscaping, statutory rates, taxes and charges and administrative expenses, including all costs associated with the functioning of the office of Estate Manager, as well as the payment of prescribed levies to the Ombud Service and a reasonable provision for future expenses relating to maintenance, repairs, renewal and upgrading of the infrastructure services, assets and amenities, when and where necessary;

6.1.2 to determine and collect contributions from Members as levies, as more fully set out in this Constitution, in order to maintain the fund of the Association;

6.1.3 to properly maintain the Private Open Space and all assets of the Association;

6.1.4 to ensure compliance first and foremost with the provisions of this Constitution, Guide and Rules established in terms hereof (which Constitution and Rules will supersede any resolutions adopted by any Body Corporate, which may be in contravention with the provision of the Constitution or Rules of the Association), as well as the rules of any Body Corporate (only if the latter functions are contractually delegated to the Association);

6.1.5 to ensure that high environmental, building and social standards are maintained within the Development;

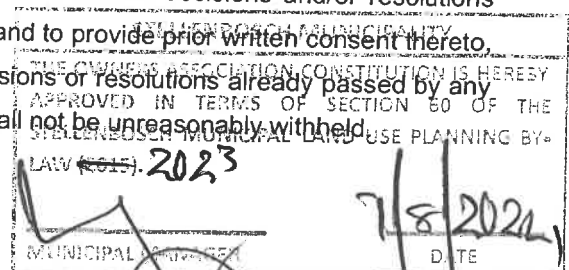
6.1.6 such other functions and duties as may be referred to elsewhere in this Constitution;

6.1.7 such ancillary functions as may be necessary to achieve the objects as stipulated in clause 4 above and to perform the functions referred to herein;

6.1.8 to register with and fully comply with statutory obligations as an Association in terms of the Ombud Service Act;

6.1.9 in general, to control, manage and administer the Development for the benefit of all Members and Owner's;

6.1.10 during the Development Period, to oversee and consider all decisions and/or resolutions passed or to be passed by any Body Corporate and to provide prior written consent thereto, or where applicable, to ratify in writing such decisions or resolutions already passed by any Body Corporate, which consent or ratification, shall not be unreasonably withheld.



7 ESTABLISHMENT OF BODY CORPORATE

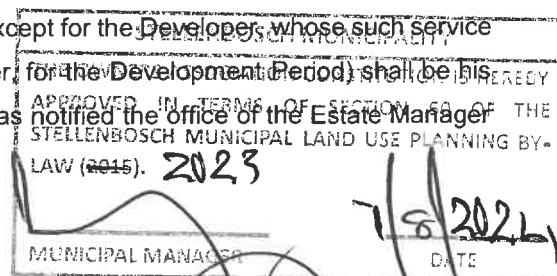
- 7.1 Upon establishment of any: Sectional Title Scheme, a copy of the application in terms of section 10(5)(a) of the Sectional Title Schemes Management Act 8 of 2011 is to be furnished to the Association for approval prior to lodgement thereof, for approval with the office of Ombud Services. Once the Ombud has issued a certificate in terms of section 10(5)(c), a copy thereof must be lodged with the Trustees. No further amendment to such management or conduct rules may be effected without the written approval of the Association.
- 7.2 This Constitution shall be binding upon the Sectional Tile Scheme and the members thereof and all members, incorporating the Body Corporate, shall first and foremost be subject to the conditions of this Constitution.

8 RELATIONSHIP WITH LOCAL AUTHORITY

- 8.1 The Association shall ensure the maintenance, upkeep, upgrading and installation, where required, of common services serving the Development, including but not limited to, the electrical, sewerage and drinking water reticulation, storm water systems and refuse collection to a central point, or as otherwise determined by the Trustees subject, however, to the technical approval of the appropriate department of the Local Authority controlling such services.
- 8.2 A Member shall, without compensation, allow electricity, telephone/telecommunication, television and internet cables/optical fibre cables and/or wires and main and/or other water pipes and the sewerage and drainage, including storm water, of any Erf to be conveyed across his Erf and/or Unit if considered necessary by the Association and/or Developer in such manner and position as may from time to time be reasonably required; this shall include the right of access to such Erf and/or Unit at any reasonable time for the purpose of constructing, altering, removing or inspection of any works connected with the above.
- 8.3 This Constitution shall not be amended without the written consent of the Local Authority and any amendment hereof shall be effective as from the date of such consent.
- 8.4 The Association may, for the benefit of the Members, from time to time negotiate and reach an agreement with the Local Authority, or any other competent authorities, regarding rates and taxes, the provision of services and the costs thereof.

9 DOMICILIUM OF ASSOCIATION & MEMBERS / NOTICES TO MEMBERS

- 9.1 The Trustees shall from time to time determine the address constituting the *domicilium citandi et executandi* of the Association, subject to the following:
- 9.1.1 such address shall be the address of the office of the Estate Manager;
- 9.1.2 the Trustees shall give notice to all Members of any change of such address.
- 9.2 The *domicilium citandi et executandi* of every Member (except for the Developer, whose such service address, shall be that of the office of the Estate Manager, for the Development Period) shall be his or her residence within the Estate, unless the Member has notified the office of the Estate Manager



in writing, of another physical address within the Republic of South Africa, which shall serve such purpose.

- 9.3 Any notice that is to be given by the Trustees to a Member in terms of the Constitution, the Rules or the Guide, may be sent by the office of the Estate Manager, on behalf of the trustees, by email to the email address provided by the Member to the Developer, or the Developer's appointed conveyancer, when taking transfer of the Erf or Unit. A Member shall be entitled to change such email address, at which it prefers to receive notices, by informing the office of the Estate Manager accordingly. Such notice of change of email address will only be regarded as having been duly noted by the office of the Estate Manager when the Member has received an acknowledgement of the change of email address at such new address from the office of Estate Manager. Members are to note that the Electronic Communications and Transactions (Act 25 of 2002) will regulate notices sent and received by email. Should a member not have access to an email address for whatever reason it shall be obliged to inform the office of the Estate Manager accordingly and arrange for an acceptable alternative method for receiving notices in terms of this Constitution.

- 9.4 All invoices for payment of levies to the Association in terms of this Constitution, will be sent by the office of the Estate Manager, on behalf of the Trustees to Members at their appointed email addressed.

- 9.5 The Association shall through the office of the Estate Manager establish a website under the web address <http://www.redwoodestate.co.za> for the purpose of providing useful information to Members which service shall, other than containing links from which copies of the latest version of the founding documents of the Association, such as the Constitution, the Rules and the Guide, as well as the various policy documents pertaining to items such as security services and usage of amenities can be obtained, but also features a notice board facility where notices of meetings and import notices to Members and residents of the Estate, will be posted by the office of the Estate Manager.

10 TERMINATION

- 10.1 The Association shall continue for an indefinite period subject to the condition that it may be wound up at any time and dissolved by a unanimous resolution of the Trustees then in office.
- 10.2 Upon termination of the Association, the remaining assets of the Association must be transferred to any institution, board or body which is exempt from the payment of income tax in terms of Section 10(1)(e)(i)(cc) of the Income Tax Act, which has as its sole or principal object the managing of the collective interest common to all its members.

11 PHASES

- 11.1 The Developer intends to develop and market the Development in phases as the Developer deems fit and for the Development Period it shall enjoy unrestricted rights with regards to marketing of the Development and, in particular, the right to erect signage within and outside the Estate.
- 11.2 The Developer shall during the Development Period, in its absolute discretion, be entitled to apply for and subject to approval of the Local Authority, vary the layout and/or zoning and/or size and/or boundaries of Erven and/or Units and/or the extent and position of streets comprising the Development and Members shall be bound thereby and shall have no claim of whatsoever nature

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against the Developer arising therefrom, provided that the Developer shall not be entitled to change an Erf or Unit which has already been sold by the Developer in any other way than provided for in the deed of sale in respect of such Erf or Unit. Insofar as consent of a Member is required for any of the foregoing, the Developer is irrevocably granted a power of attorney to grant any/all such consents on behalf of the Members, as may be required.

12 MEMBERS AND OWNERS' RIGHTS AND OBLIGATIONS

12.1 Every Member is obliged to comply with:

12.1.1 the provisions of this Constitution, its annexures, and all the Rules;

12.1.2 the provisions of the Guide annexed hereto;

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

12.1.4 any directive given from time to time by the Association and/or the Trustees in enforcing the provisions of this Constitution including the security protocol and other policy documents relating to the usage of amenities within the Estate.

12.2 Every Member shall to the best of his ability, further the objects and interests of the Association.

12.3 A Member shall neither subdivide his Erf or Unit nor consolidate it, without the written consent of the Developer for the Development Period, and thereafter, of the Trustees.

12.4 Each Member shall:

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

12.4.2 maintain in a neat and tidy condition and in a state of good repair all Improvements on his Erf or his Unit, as the case may be;

12.4.3 comply with all security procedures and directives contained in the Rules and implemented by and issued from time to time by the Trustees;

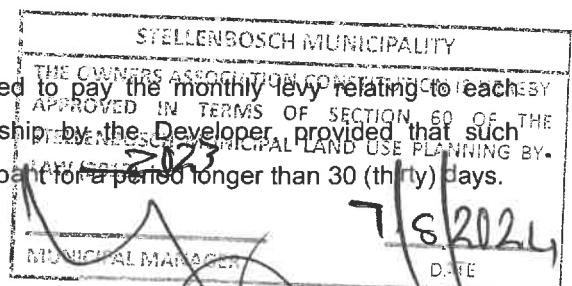
12.4.4 tolerate access to irrigation pipe lines on his Erf or the Common Property by owners of these lines;

12.4.5 not do or suffer to be done on any Erf and/or 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 occupier of any Erf and/or Unit in the Development;

12.4.6 not erect any structure over any part of the sewerage system and/or any electricity, telephone/telecommunication, television and internet/optical fibre cables installed.

12.5 Each Full Member, other than the Developer, shall pay the monthly levy to the Association in accordance with this Constitution.

12.6 The Developer shall, however, at all times be obliged to pay the monthly levy relating to each Completed Occupied Residence, as held in ownership by the Developer, provided that such residence must actually be occupied by a paying occupant for a period longer than 30 (thirty) days.



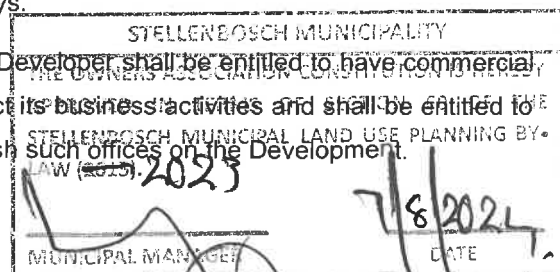
- 12.7 Each Apartment Member shall pay the levy as imposed by respectively by the Body Corporate of which his Unit or Erf, as the case may be, forms a part.
- 12.8 In order to ensure that prospective purchasers or tenants are fully and correctly advised of their rights and obligations relative to the Development, Members who wish to re-sell or let their properties, are obliged to appoint an Accredited Estate Agent, it being recorded, however, that the provisions of this particular clause will not apply in the case of a Distressed Sale.

13 RESTRICTIONS ON USAGE

- 13.1 Subject to the provisions set out hereunder no Member shall apply for the rezoning of his Erf and/or Unit (as the case may be) with a view to procuring a variation or amendment or substitution of use rights and shall not be entitled to use his Erf and/or Unit for any purpose other than the permitted use applicable upon establishment of the Development.
- 13.2 No Member shall conduct any business on an Erf and/or Unit (as the case may be) other than the uses envisaged here-in or use his Erf and/or Unit for purposes other than residential purposes unless the Trustees have approved the use to which the Erf and/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 authorising such use in terms of applicable laws and regulations and there has been compliance with the following:
- 13.2.1 any Member wishing to conduct a business on his Erf and/or Unit or who wishes to use his Erf and/or Unit for purposes other than residential, shall, during the Development Period, apply in writing to the Developer for permission to do so and thereafter to the Trustees for permission to do so. The Developer or Trustees (as the case may be) 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 Developer or the Trustees (as the case may be) deem necessary;
- 13.2.2 an application in terms of the foregoing shall contain a full description of the proposed business or usage, including but not limited to:
- 13.2.2.1 the type of business;
- 13.2.2.2 the number of full-time and/or part-time staff;
- 13.2.2.3 the times and duration of the business operation, including the number of days per week;
- 13.2.2.4 the projected growth of the business operation;
- 13.2.2.5 whether any alteration to the existing Improvements is proposed;
- 13.2.2.6 in which portion of the Improvements the business activity is to be located;
- 13.2.2.7 the number and type of vehicles which will be regularly involved in the business operation;
- 13.2.2.8 the estimated number of visitors per week resulting from the business operation;
- 13.2.2.9 the estimated number of deliveries necessitated by the business operation;

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- 13.2.2.10 what provision is to be made for parking;
- 13.2.2.11 the likely impact of the business operation on neighbouring properties and the neighbourhood in general;
- 13.2.3 the Trustees shall not approve any such application unless they are satisfied that the application complies with the following:
 - 13.2.3.1 the business operation will not detrimentally alter the character of the neighbourhood or affect the privacy and rights of neighbours;
 - 13.2.3.2 the number of employees involved in the running of the business operation will not exceed 2 (two);
 - 13.2.3.3 the Member will reside permanently on the Erf or Unit in respect whereof the application is made;
 - 13.2.3.4 comment has been obtained from the Members who are affected by the application and made available for consideration by the Trustees;
 - 13.2.3.5 adequate provision has been made for parking;
 - 13.2.3.6 the granting of the application will not have any significant effect on the density of traffic in the Development;
 - 13.2.3.7 non-residents will not be afforded uncontrolled access into the Development;
 - 13.2.3.8 no signage will be erected;
 - 13.2.3.9 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;
- 13.2.4 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;
- 13.2.5 no Member to whom approval has been granted shall be entitled to erect any sign or advertisement on his Erf and/or Unit or on any of the Common Property or Private Open Spaces in connection with such business save with the written approval of the Association;
- 13.3 No Member shall be entitled to without the prior written consent of the Association:
 - 13.3.1 at any time operate a guest house on his Erf and/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
 - 13.3.2 let his residence for a period less than 30 days.
- 13.4 Notwithstanding anything else herein contained, the Developer shall be entitled to have commercial offices on the Development from 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.



14 ALIENATION AND OCCUPATION

14.1 The "Development Period" shall in this clause mean the period until such time as the Developer has sold all the Erven and Units in Redwood Estate Stellenbosch development, or within a period expiring 2 (two) years after date of registration of transfer of the Erf / Unit to its first Owner, whichever shall occur last, or upon such prior date of which the Developer issues a notification of the termination thereof to the RESMHOA.

14.2 A Member shall not be entitled to Alienate or transfer an Erf and/or Unit (as the case may be) without the written consent of:

14.2.1 Combined Developers (Pty) Ltd with registration number: 2008/021866/07, with address: 3rd Floor, Madison Square, Cnr. Carl Cronje & Tygerfalls Blvd, Tygerfalls, Bellville, 7530; and

14.2.2 the Developer, who may issue such consent in their absolute discretion during the Development Period; or the Trustees after lapsing of the Development Period; and

14.2.3 in the case of a Unit, the additional consent of the Body Corporate, being Oakwood Body Corporate; and which consent shall not be unreasonably withheld, provided there has been compliance with the provisions of this Constitution.

14.3 The Developer or Trustees will grant the Consent subject to compliance by the Owner with the following terms and conditions:

14.3.1 should the Owner intend to use the services of a property practitioner and not sell through its own means, the Owner shall be obliged to utilise the services of an Accredited Property Practitioner for the purpose of the marketing and selling of its Erf / Unit, as contemplated in clause 12.8;

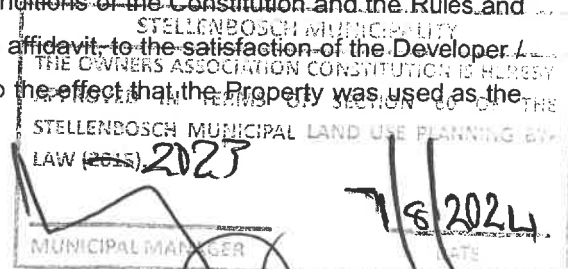
14.3.2 the Owner is obliged to use the Prescribed Agreement of Sale for any subsequent sale or disposal of the Erf / Unit; which Prescribed Agreement of Sale is available from the website of the Estate;

14.3.3 the Owner having complied with all the terms and conditions of the Constitution, the Rules and any other condition, rule or regulation that the Developer or Trustees may impose from time to time in its sole and absolute discretion;

14.3.4 subject to clause 14.3.5 below, the Owner having paid or having made adequate provision for an administrative fee in respect of the Consent ("the Consent Fee") to be paid to the Developer / Trustees on date of registration, which Consent Fee shall be market related and will be calculated and determined by the Developer / the Association from time to time;

14.3.5 in the instance of an Owner using the Erven and/or Unit as its primary residence, no Consent Fee in respect of this clause 14, will be charged by the Developer or the Trustees (as the case may be) and the Developer / Trustees may not withhold the Consent, provided that the Owner has complied with all the terms and conditions of the Constitution and the Rules and has provided the Developer / Trustees with an affidavit to the satisfaction of the Developer / Trustees in its sole and absolute discretion, to the effect that the Property was used as the Owner's primary residence.

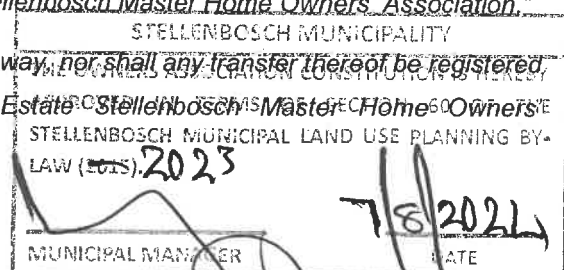
14.4 Such consent shall be withheld if:



- 14.4.1 the Member in question is indebted to the Association in respect of levy contributions as per clause 32 of this Constitution, or any other amounts which the Association may in terms of this Constitution, be entitled to claim from him, including a fee as may be charged by the office of the Estate Manager for issuing the consent as sought, i.e. if the Association has not issued a clearance that all amounts owing to the Association by such Member have been paid;
- 14.4.2 the Member is, as owner of the property being alienated, also a member of a Body Corporate, and is indebted to such Body Corporate, in respect of any amounts which the Body Corporate may be entitled to claim from him;
- 14.4.3 the proposed transferee has not agreed in writing, in the format prescribed by the office of the Estate Manager, to become a Member of the Association and to observe the Constitution for the duration of his ownership of the Erf or Unit;
- 14.4.4 the proposed transferee does not acknowledge that, he shall upon receiving transfer of the Erf or Unit, ipso facto, become a Member of the Association;
- 14.4.5 in those cases where an Erf and/or Unit is owned jointly and subject to an arrangement whereby the co-owners are entitled to occupy the Erf and/or Unit at particular times during the year, the Association is not satisfied that the transferee of an undivided share in the Erf and/or Unit is aware of such arrangements and has bound himself thereby.
- 14.5 No Member shall let or otherwise part with occupation of his Erf and/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 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 occupier of the Erf and/or Unit has in writing agreed to be bound by same.
- 14.6 To ensure that every Owner and future Owner is, or will, be legally bound by this Constitution the Developer will have, or has, as the case may be, the following condition of title inserted in each title deed:

For Owners of an Erf / Erven:

1. *"Should this Erf be sold or disposed of in any way, during the Development Period, the owner of this Erf shall obtain a written consent prior to such sale from Redwood Estate Stellenbosch Proprietary Limited, Registration number 2021/651004/07, (the "Developer"), which consent will not be unreasonably withheld. Registration of transfer shall not occur without such consent. The "Development Period" shall be until such time as the Developer has sold all the Erven and Units in the Redwood Estate Stellenbosch development, or within a period expiring 2 (two) years after the date of registration of transfer of this property to the first Purchaser, whichever shall occur last, or upon such prior date of which the Developer issues a notification of the termination thereof to the Redwood Estate Stellenbosch Master Home Owners' Association."*
2. *This Erf shall not be sold or disposed of in any way, nor shall any transfer thereof be registered without the written consent of Redwood Estate Stellenbosch Master Home Owners' Association.*



Association, as well as the written consent of the Combined Developers (Pty) Ltd, Registration number 2008/021866/07, which consents will not be unreasonably withheld."

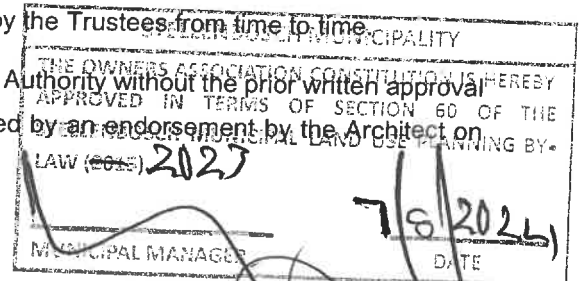
For Owners of a Unit / Units:

1. *"Should this Unit be sold or disposed of in any way during the Development Period, the owner of this Unit shall obtain a written consent of the Redwood Estate Stellenbosch Proprietary Limited, Registration number 2021/651004/07, (the "Developer"), which consent will not be unreasonably withheld. Registration of transfer shall not occur without such consent. The 'Development Period' shall be until such time as the Developer has sold all the Erven and Units in the Redwood Estate Stellenbosch development, or within a period expiring 2 (two) years after the date of registration of transfer of this property to the first Purchaser, whichever shall occur last, or upon such prior date of which the Developer issues a notification of the termination thereof to the Redwood Estate Stellenbosch Master Home Owners' Association."*
2. *"This Unit shall not be sold or disposed of in any way, nor shall any transfer thereof be registered without the written consent of Redwood Estate Stellenbosch Master Home Owners' Association, as well as the written consent of the Oakwood Body Corporate, as well as the written consent of Combined Developers (Pty) Ltd, Registration number 2008/021866/07, which consents will not be unreasonably withheld."*

or such other wording with similar intent as the Registrar of Deeds may accept in its exclusive discretion.

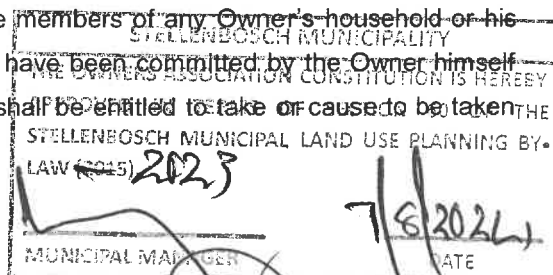
15 LANDSCAPE DESIGN GUIDE & APPROVAL OF IMPROVEMENTS

- 15.1 The Guide constitutes an integral part of this Constitution and for the Development Period the Guide may be amended, substituted, added to or repealed at the instance of the Developer and thereafter by the Trustees.
- 15.2 All landscaping and plants shall comply with the provisions of the Guide.
- 15.3 All Improvements shall be of approved design and of sound construction. No construction or erection of or addition to, Improvements on an Erf, Sectional Title Scheme, and/or within a Unit may commence prior to the approval of plans for such Improvements and, in this regard:
 - 15.3.1 a full set of proposed building plans which indicate both construction and design details shall be submitted to the Architect;
 - 15.3.2 thereafter, the approved plans shall be submitted to the Local Authority for approval;
 - 15.3.3 having obtained the approval of the Local Authority, the Member shall comply with all terms, conditions and changes required by the Architect, as well as conditions and standards imposed by the Local Authority insofar as these may be additional to the plans;
 - 15.3.4 A scrutiny fee shall be payable to the Architect by each Member seeking approval in terms of this clause 15, which fee shall be determined by the Trustees from time to time.
- 15.4 Approval of building plans will not be granted by the Local Authority without the prior written approval thereof by the Architect which approval shall be evidenced by an endorsement by the Architect on the plans as submitted.



16 BREACH

- 16.1 The Trustees may on behalf of and in the name of the Association institute legal proceedings in accordance with the provisions contained in this clause including, but not limited to, an application in terms of the Ombud Service Act.
- 16.2 If any Member 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 of the Rules or rules and regulations made in terms thereof, the Trustees may on behalf of and in the name of the Association serve notice on such Member, calling upon him to remedy such breach within a time specified in such notice and, failing timeous compliance:
- 16.2.1 enter upon the Erf and/or Unit (as the case may be) to take such action as may be reasonably required to remedy the breach and the owner concerned shall be liable to the Association for all costs so incurred, which costs shall be due and payable upon demand; and/or
- 16.2.2 call upon such Member 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 and, failing which, the matter shall be referred to a special meeting of the Association convened to afford Members the opportunity to give directions to the Trustees. The Resolution of the Association at such meeting shall be binding upon such defaulting Member and shall be implemented by the Trustees; and/or
- 16.2.3 institute proceedings with the Ombud Service or in any court of competent jurisdiction for such relief as the Trustees may consider necessary and such Member shall be liable for and shall pay all costs of such proceedings on the scale as between attorney and own client and all other expenses and charges incurred in obtaining relief.
- 16.3 If any Member fails to make payment on due date of a levy contribution as contained in clause 32 of this Constitution and/or any other amounts payable by such Member, the Trustees may give notice to such Member 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 without further notice and such Member 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, including interest and any arrear amounts at a rate to be determined by the Trustees from time to time.
- 16.4 Nothing in the foregoing shall derogate from or in any way diminish the right of the Association to institute proceedings with the Ombud Service or 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.
- 16.5 In the event of any breach of this Constitution by the members of any Owner's household or his invitees or lessees, such breach shall be deemed to have been committed by the Owner himself but, without prejudice to the foregoing, the Trustees shall be entitled to take or cause to be taken

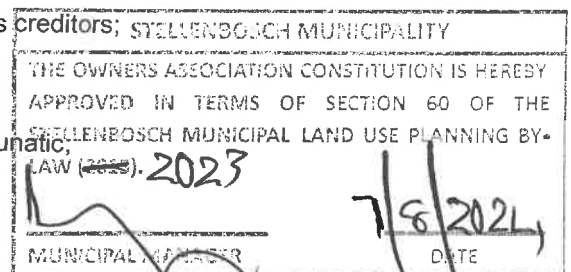


such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the Owner.

17 THE TRUSTEES AND MANAGEMENT

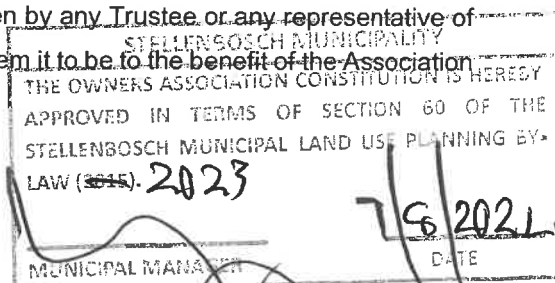
THE OFFICE AND QUALIFICATIONS

- 17.1 During the Development Period, the Developer shall have the right to appoint as many Trustees ("Developer Trustees") as would ensure that the number of Trustees appointed by the Developer is superior in number to the other Trustees, by at least one. After the Development Period the Association may increase or decrease the number of Trustees in accordance with the terms of this Constitution. The Trustees of the Association shall comprise 2 (two) Trustees ("Full Member Trustees") appointed by the Full Members, and 1 (one) Sectional Title Trustee of the Body Corporate, within the Estate.
- 17.2 A Trustee shall be an individual but need not himself be a Member, provided that the majority of Full Member Trustees shall be Full Members.
- 17.3 For the Period from the Establishment Date until the first general meeting of the Association the Developer shall appoint all Trustees.
- 17.4 Subject to the provisions of clause 17.5, each Full Member Trustee shall continue to hold office until the annual general meeting of the Association following his appointment, at which meeting each Full 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.
- 17.5 A Trustee shall be deemed to have vacated his office as such upon:
- 17.5.1 his estate being sequestrated, whether provisionally or finally or upon his surrendering his estate;
 - 17.5.2 his making any arrangement or composition with his creditors;
 - 17.5.3 his conviction for any offence involving dishonesty;
 - 17.5.4 his becoming of unsound mind and or being found lunatic;
 - 17.5.5 resigning from such office in writing;
 - 17.5.6 his death;
 - 17.5.7 being removed from office by resolution of the Trustees;
 - 17.5.8 being disentitled to exercise a vote in terms of this Constitution provided he/she is a Full Member Trustee;
 - 17.5.9 being disqualified to hold office as a director in terms of the Companies Act, as aforesaid.
- 17.6 Notwithstanding the fact that a Trustee shall be deemed to have vacated his office as provided in clause 17.5, 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 and by the remaining Full Member Trustees if the vacancy is in respect of a Full Member Trustee and by the Body Corporate whose representative has vacated office if the vacancy is in respect of the Body Corporate and the person so appointed shall hold office until the next annual general meeting.

- 17.7 The first Chairman shall be appointed by the Developer and such appointee shall hold office until the first annual general meeting of the Association provided that such office shall *ipso facto* be vacated by the Trustee who was appointed Chairman upon him ceasing to be a Trustee for any reason.
- 17.8 Within 7 (seven) days of the holding of each annual general meeting of the Association the Trustees shall meet and shall elect from their own number the Chairman who shall hold office until the annual general meeting held next after his appointment, provided that the office of Chairman 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.
- 17.9 Save as otherwise provided in this Constitution, the Chairman 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 Chairman 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.
- 17.10 If the Chairman 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 Chairman for such meeting.
- 17.11 If any Chairman vacates his office as Chairman or no longer continues in office for any reason, the Trustees shall elect another Chairman who shall hold office as such for the remainder of the period of office of the first mentioned Chairman.
- 17.12 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.
- 17.13 No contract concluded on behalf of the Trustees shall be valid and binding unless it is signed by the Chairman and 1 (one) Trustee, the latter specifically appointed as authorised signatory in terms of a resolution of Trustees whereby the Trustees bind the Association.
- 17.14 Notwithstanding the provisions of this Constitution, the Trustees may formally resolve to ratify and adopt any unauthorised actions which may have been taken by any Trustee or any representative of the Trustees on behalf of the Association if the Trustees deem it to be to the benefit of the Association to do so.



17.15 Trustees shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.

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

FUNCTIONS, POWERS AND DUTIES OF TRUSTEES

17.17 Subject to the express provisions 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 Estate Manager, 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.

17.18 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, Estate Manager/s, 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.

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

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

17.21 The Trustees may make regulations and rules not inconsistent with this Constitution and / or any further Rules prescribed by the Association in a general meeting:

17.21.1 as to the resolution of disputes generally without limiting the right of the Association or any Member to utilise the dispute resolution mechanism available to them in terms of chapter 3 of the Ombud Service Act;

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

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

17.21.4 for the advancement of the interests of Members;

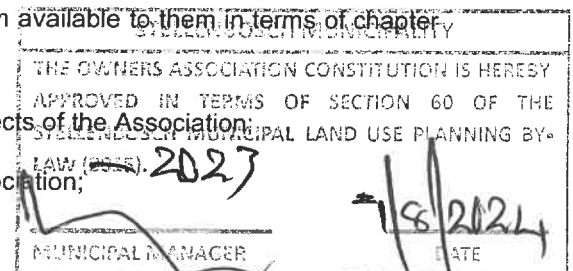
17.21.5 for the conduct at meetings;

17.21.6 to levy and collect contributions from Members in accordance with the provisions of this Constitution;

17.21.7 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;

17.21.8 to assist it in administering and governing its activities generally.

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



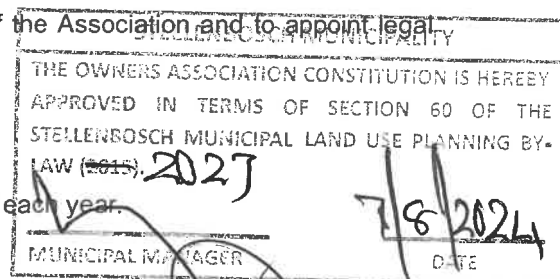
- 17.22.1 the determination of what constitutes appropriate standards for residential living, maintenance, repairs, additions to and Improvements of all Erven and Sectional Title Schemes within the Development in accordance with the provisions hereof.;
- 17.22.2 to ensure that all buildings on the estate, including the properties on the Erven, all Units and all the walls and buildings in the Common Property, is painted with durable paint every 5 (five) years from date of transfer of first Unit / Erf to the Owner thereof, the colour of which is to be decided by the Trustees. Notwithstanding the aforesaid, the Trustees shall be entitled to require any Owner, 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;
- 17.22.3 the making of, entering into and carrying out of agreements with third parties on behalf of the Association for any purposes of the Association;
- 17.22.4 the employment on behalf of the Association of agents, servants and any other party and the payment of such persons including the Estate Manager in terms of clause 22;
- 17.22.5 the taking of steps in all matters of common interest in respect of the Association and, without detracting from the generality thereof, such as sewage, electricity supply, landscaping, maintenance of private roads, refuse facilities, removal of refuse and suchlike, where applicable;
- 17.22.6 the institution or defence of actions in the name of the Association and to appoint legal representatives for such purpose.

18. FINANCIAL YEAR END

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

19 BOOKS OF ACCOUNT

- 19.1 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.
- 19.2 The Trustees shall ensure that in keeping books of account a system is employed that properly differentiates between, and records as such, those costs and expenditure, that constitute Structural Related Expenditures, in accordance with clause 32.6 of this Constitution, and those that do not.
- 19.3 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.
- 19.4 The Association in annual 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.
- 19.5 At each annual general meeting the Trustees shall lay before the Association financial statements for the immediately preceding financial year of the Association. Such financial statements shall be drawn



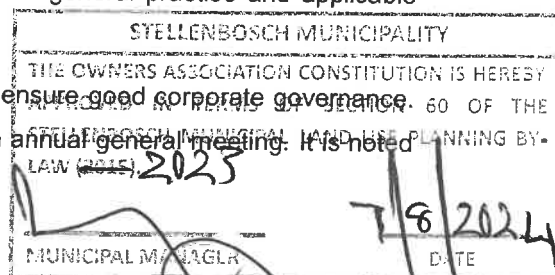
up in accordance with generally accepted accounting practise and shall be accompanied by such additional reports as may be necessary at the discretion of the Trustees.

20 DEPOSIT AND INVESTMENT OF FUNDS

- 20.1 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 meeting of the Association, such moneys shall only be withdrawn for the purpose of payment of the expenses of the Association or investment.
- 20.2 Any funds not immediately required for disbursements may be invested in a savings or similar account with any financial institution or any registered bank approved by the Trustees from time to time.
- 20.3 Interest on moneys invested shall be used by the Association for any lawful purpose in the interest of the Association.
- 20.4 The Association shall not be allowed to distribute any of its funds to any person other than to a similar organization. The definition and context of the word "distribute" in this clause to be limited and defined as determined by the definition of the word "distribution" as set out in the interpretation clause of the Companies Act, as aforesaid.

21 AUDIT

- 21.1 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.
- 21.2 The duties of the Auditors shall be regulated in accordance with general practise and applicable professional standards.
- 21.3 The Association shall establish an audit committee in order to ensure good corporate governance. The committee will consist of two members to be elected at an annual general meeting. It is noted that the committee will report directly to the members.



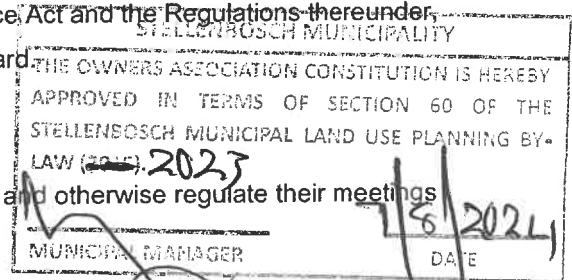
22 THE ESTATE MANAGER

- 22.1 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, an Estate Manager, who is to be a full time employee of the Association and paid by the Association, to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Estate Manager, including the power to collect levies, provided that an Estate Manager shall be appointed for a year at a time, and unless the Developer notifies the Estate Manager to the contrary, such appointment will be automatically renewed from year to year.
- 22.2 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, an Estate Manager to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Estate Manager, including the power to collect levies, provided that an Estate Manager shall be appointed for a year at a time, and unless the Trustees notify the Estate Manager to the contrary, such appointment will be automatically renewed from year to year.

- 22.3 Subject to clause 22.5, the Association shall take out fidelity insurance to the satisfaction of the Trustees for all monies held by the Estate Manager on behalf of the Association from time to time.
- 22.4 The Developer or the Trustees (as the case may be) shall ensure that there is included in the contract of appointment of an Estate Manager a provision to the effect that if the Estate Manager 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 Estate Manager shall have no claim whatsoever against the Developer, Trustees and/or the Association as a result of such cancellation.
- 22.5 Notwithstanding anything contained in this Constitution it is recorded that no person appointed as Estate Manager shall be entitled to receive any funds from Members in any bank account other than that of the Association, whether as levies or otherwise, unless such Manager has duly complied with all requirements in that regard as contained the Ombud Service Act and the Regulations thereunder, also read with the regulations of the Estate Agents Affairs Board.

23 TRUSTEE MEETINGS AND RESOLUTIONS

- 23.1 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.
- 23.2 Meetings of the Trustees shall be held at least once every 4 (four) months.
- 23.3 The Chairman always has the right to convene meetings of Trustees, in a manner as may be decided by the Trustees from time to time.
- 23.4 A Trustee may, provided he has the support in writing of 2 (two) other Trustees, at any time convene a meeting of Trustees by giving to the other Trustees not less than 14 (fourteen) days written notice, via the office of the Estate Manager, of a meeting proposed by him, which notice shall specify the reason for calling such a meeting; provided that in cases of urgency, such shorter notice as is reasonable in the circumstances may be given.
- 23.5 A resolution in writing signed by all the Trustees shall be valid and effectual as if it had been passed at a meeting of Trustees duly called and constituted.
- 23.6 The quorum necessary for the holding of any meeting of Trustees shall be 5 (five) Trustees present personally provided that the Body Corporate shall be represented by at least 1 (one) trustee. If no quorum is present within 15 (fifteen) minutes after the time for commencement of the meeting, it shall stand adjourned to 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 constitute a quorum for purposes of such meeting.
- 23.7 Any resolution of the Trustees, other than a special resolution, shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against such resolution, the Chairman shall have a second and casting vote.
- 23.8 The Chairman shall preside as such at all meetings of Trustees provided that, should at any meeting of Trustees, the Chairman 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 Chairman for the meeting who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

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

23.10 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 Chairman 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.

23.11 The Trustees shall:

23.11.1 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 Chairman of the meeting;

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

23.11.3 keep all books of meetings of Trustees in accordance with the relevant statutory requirements;

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

23.12 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.

23.13 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 Chairman of the meeting shall decide.

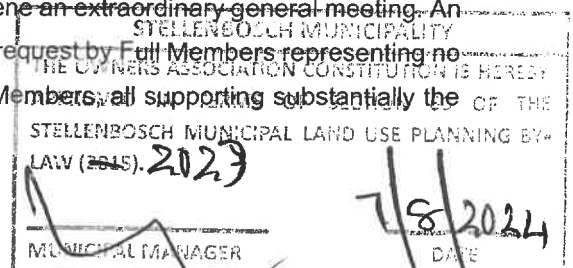
24 ANNUAL GENERAL MEETINGS

24.1 The Association shall, within 12 (twelve) months of the date of establishment of the Association hold a general meeting as its first annual general meeting. Thereafter, within 6 (six) months of each financial year-end of the Association it shall hold subsequent annual general meetings, in addition to any other general meetings during that year and shall specify the nature of the meeting in the notice calling it.

24.2 Such annual general meetings shall be held at such time and place, subject to the foregoing provisions, as the Trustees shall decide from time to time.

24.3 All general meetings, other than annual general meetings shall be called extraordinary general meetings.

24.4 The Trustees may, whenever they deem it necessary, convene an extraordinary general meeting. An extraordinary general meeting may also be convened upon request by Full Members representing no less than 10% (ten per cent) of the voting rights of all Full Members, all supporting substantially the same purpose in writing and signed by them.



25 NOTICES OF MEETINGS

- 25.1 An annual general meeting shall be called by not less than 21 (twenty-one) days' notice to all Trustees and all Full Members, and an extraordinary general meeting by not less than 14 (fourteen) days' notice to all Trustees and Full Members. 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 in the case of a special Resolution the terms and effect of the Resolution and the reasons for it shall be given in the manner, as may be prescribed by the Trustees, to such persons as are, under this Constitution, entitled to receive such notices from the Association;
- 25.2 The accidental omission to give notice of a meeting or of any Resolution, or to give any other notification, or present any document required to be given or sent in terms of this Constitution or the non-receipt of any such notice, notification or document by any Member or other person entitled to receive same, shall not invalidate the proceedings at or any Resolution passes at any meeting.

26 QUORUM

- 26.1 No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be 25% (twenty-five per cent) of the total of all Full Members entitled to vote at such meeting, present in person or by proxy, provided that, for the duration of the Development Period the Developer is present in person or by proxy.
- 26.2 If, within 30 (thirty) minutes after the time appointed for the commencement of the meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time or at such place as the Chairman of the meeting shall appoint.
- 26.3 If within 30 (thirty) minutes from the time appointed for the holding of the adjourned meeting a quorum is not present, the Full Members present shall constitute a quorum for purposes of such meeting, provided that for the duration of the Development Period the Developer is present in person or by proxy.

27 AGENDA AT ANNUAL GENERAL MEETINGS

- 27.1 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:

27.1.1 the consideration of the Chairman's report;

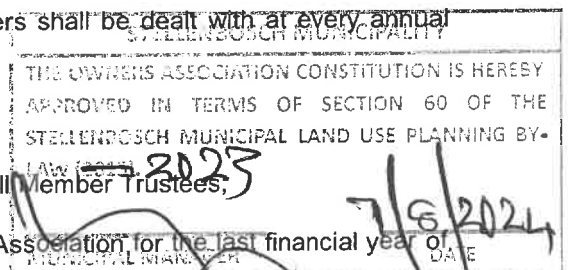
27.1.2 the announcement of the appointment of the new Full Member Trustees;

27.1.3 the consideration of the financial statements of the Association for the last financial year of the Association preceding the date of such meeting;

27.1.4 the consideration and confirmation of the budget as presented by the Trustees;

27.1.5 the confirmation of the appointment of the Auditors or other office bearers;

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



28 PROCEDURE AT MEETINGS

- 28.1 The Chairman shall preside as such at all meetings provided that should he not be present within 5 (five) minutes after the time appointed for the holding thereof, then the Trustees present at such meeting 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.
- 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 7 (seven) 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 Save as otherwise provided in this Constitution, the proceedings at any meeting shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.

29 VOTING

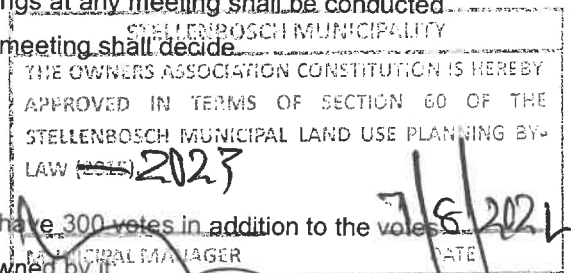
- 29.1 At every general meeting:

- 29.1.1 the Developer, during the Development Period, shall have 300 votes in addition to the votes it commands in respect of each "Leviable Property" owned by it.
- 29.1.2 every Full Member, excluding the Body Corporate, present in person or by proxy is entitled to 1 (one) vote for each Leviable Property he holds. If registered in the name of more than 1 (one) person, then all such co-owners shall jointly have 1 (one) vote;
- 29.1.3 Apartment Members shall neither possess any votes, nor be entitled to attend any general meeting but will be represented by their representative bodies in terms of clause 29.1.4.
- 29.1.4 The representative of each Body Corporate, as Full Members, shall have a total number of votes equal to the number of Leviable Properties in the particular Sectional Title Scheme, which votes shall be exercised at general meetings by such representative appointed by the relevant Body Corporate, from time to time for such purpose;

- 29.1.5 If a Member is a juristic person, such Member shall be represented by such representative as the Member may determine provided that the Chairman may disallow the vote of such representative unless he is able to produce proof to the satisfaction of the Chairman as to his right to represent the Member.

- 29.2 Unless the Chairman 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 Chairman of the meeting may direct.

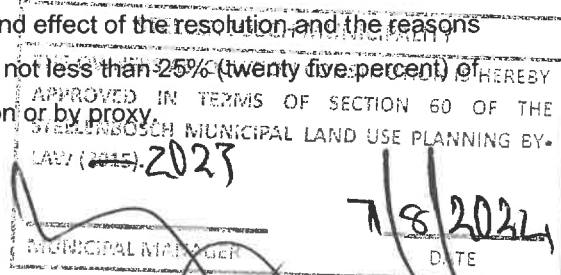
- 29.3 Notwithstanding the provisions of clause 29.2 above, after the Development Period, voting on the election of a Chairman of a general meeting (if necessary) or any question of adjournment, shall be decided on a show of hands by a majority of the Members present in person or by proxy, and entitled to vote.



- 29.4 Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.
- 29.5 An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution, shall be carried on a simple majority of all the votes cast thereon, by Full 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.
- 29.6 A vote cast under a proxy, power of attorney, or other authority, which has been revoked, shall nevertheless be valid unless:
- 29.6.1 written notice of the revocation is received by the Association prior to the meeting concerned; and
- 29.6.2 the Chairman of the meeting agrees to accept written or oral notice of such revocation at the meeting.
- 29.7 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 Chairman of the meeting whose decision shall be final and conclusive.
- 29.8 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 Chairman, whether or not scrutineers have been appointed to count the votes and his decision shall be final and conclusive.
- 29.9 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 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 or 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, 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 Chairman of the meeting as to the result of any voting at the meeting.
- 29.10 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 Full Members entitled to vote.

30 SPECIAL RESOLUTIONS

- 30.1 Any special resolutions 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 Full Members, holding in the aggregate not less than 25% (twenty five percent) of the total votes of all the full Members, are present in person or by proxy.



30.2 The resolution has been passed on a show of hands by not less than 75% (seventy five percent) of the number of Full Members entitled to vote, including the Developer during the Development Period, 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 75% (seventy five percent) of the total votes to which the Full Members present, including the Developer during the Development Period, in person or by proxy are entitled.

30.3 Special resolutions are required for the following matters:

30.3.1 no Erven forming Private Open Spaces shall be (i) sold; or (ii) mortgaged; or (iii) 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 for the benefit of this Association and its Members in terms hereof, without the sanction of a special resolution of the Association;

30.3.2 the Association may, in its discretion, permit the Members, subject to the provisions of this Constitution, to use the Private Open 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;

30.3.3 amending this Constitution;

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

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

30.3.6 increasing the levy contributions as per clause 32 of this Constitution and payable by the Members by 80% (eighty percent) or more from one year to the next; and

30.3.7 winding-up or dissolving the Association.

31 MINUTES OF GENERAL MEETINGS

31.1 The Trustees shall:

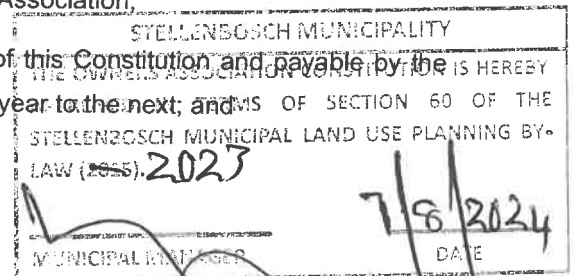
31.1.1 ensure that minutes are taken of every general meeting, although not necessarily *verbatim*, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall then be certified correct by the Chairman of the meeting;

31.1.2 cause such minutes to be kept of all such meetings of the Trustees in a minute book of meetings of Trustees, and in a general minute book in respect of the general meetings;

31.1.3 keep all minutes of general meetings in perpetuity;

31.1.4 on the written application of any Owner, make all minutes of the proceedings available for inspection by such Owner.

31.2 All Resolutions recorded in the minutes of any meeting 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 shall be of any force or effect, or shall be binding upon the Members, Trustees or Owners, unless such Resolution is competent within the powers of the Trustees.



32 BUDGET AND LEVIES**32.1 The Trustees shall:**

32.1.1 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;

32.1.2 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 Members Association/s administered by the Association;

32.1.3 estimate the amount which will be required to paint the outside of all the buildings and all the walls in the estate, including all properties on the Erven, all the Units and all buildings and walls in the Common Property, in order to ensure that it is painted every 5 (five) years with durable paint;

32.1.4 require Members whenever necessary to make contributions to such fund for the purposes of satisfying the expenses referred to in clauses 31.1.1 and 32.1.2, equal as nearly as is reasonably practical to such estimated amount;

32.2 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 32.1 (which are not included in any estimate made in terms of clause 32.1.2) 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.

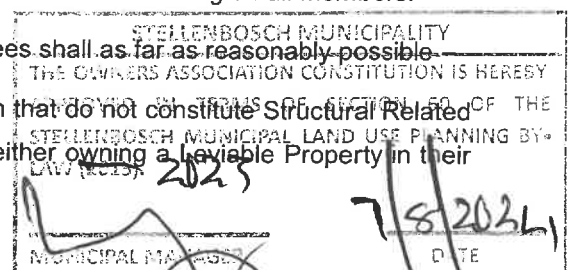
32.3 Any amount due by a Member by way of a levy shall be a debt due by him to the Association payable within such time as determined by the Trustees. The obligation of a Member to pay a levy shall cease upon his ceasing to be a Member save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a Member. No levies paid by a Member shall be repayable by the Association upon his ceasing to be a Member. A Member's successor in title to an Erf and/or Unit shall be liable as from the date upon which he becomes a Member pursuant to the transfer of such Erf and/or Unit to pay the levies attributable to that Erf and/or Unit. No Member shall be entitled to transfer his Erf and/or Unit until the Trustees have certified that the Member has at the date of transfer, paid all amounts owing by him to the Association.

32.4 In calculating levies, the Trustees shall take into account the income, if any, earned by the Association, including any penalties received during the previous financial year.

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

32.6 In calculating the levy payable by Full Members, the Trustees shall as far as reasonably possible

32.6.1 assign all costs and expenditure of the Association that do not constitute Structural Related Expenditures equally amongst all Full Members (either owning a Leviable Property in their



own names, or Bodies Corporate, relating to all Leivable Property in such schemes) provided, however, that the Trustees may in any case where they consider it equitable to do assign to any class of Membership a greater or lesser share of the costs and expenses as they may consider to be reasonable in the circumstances;

32.6.2 assign a realistic and equitable proportion of those costs attributable generally or specifically to Structural Related Expenditures to Full Members. Bodies Corporate shall, however, in such regard, be required to contribute a substantially lesser pro-rata portion to the Members Association Levy for such costs and expenditure than would be required from the other Full Members, since the former will exclusively be responsible for similar expenditures relating to those particular Sectional Title.

32.6.3 all costs assigned by the Trustees to the Body Corporate ("**Sectional Title Scheme Levy**") will payable by such Body Corporate which shall, in respect of such Sectional Title Scheme Levy, be responsible for collecting such pro-rata amounts from each owner of a Leivable Property in the Sectional Title Scheme, which Apartment Members are to be jointly and severally liable with the Body Corporate, to the Association for payment of each such pro-rata portion of the Sectional Title Scheme.

32.7 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 on behalf of the Association within the Development.

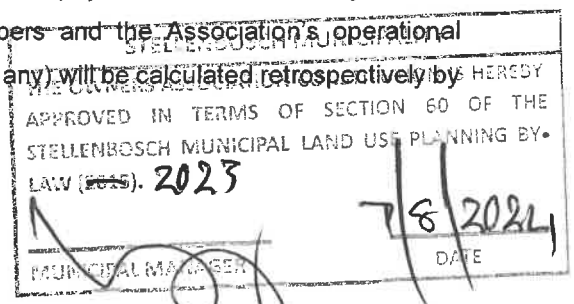
32.8 No Member shall be entitled to any of the privileges of membership unless and until he, or his Body Corporate, in the case of Apartment Members, as the case may be, shall have paid every levy and other sum (if any) which shall be due and payable to the Association of which he is a member (as the case may be).

32.9 All levies, other than special levies which will be payable in accordance with the provisions of clause 32.2, 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. Levies payable for the first month after the Member has become an Owner, will be payable for 2 (two) months, one of which will be an advance payment.

32.10 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.

32.11 The Developer shall during the Development Period not be obliged to pay levies in respect of any portion of the Development, and, without detracting from the generality of the foregoing, specifically including any Erf or Unit, except as may be otherwise contemplated in this constitution.

32.12 During the Development Period, the Developer shall be liable to pay to the Association any shortfall between the levies paid to the Association by its Members and the Association's operational expenses (the "**operating losses**"). The operating losses (if any) will be calculated retrospectively by



the Auditors at the end of each financial year of the Association and will be payable by the Developer to the Association within 30 (thirty) days from date of demand for payment by the Trustees.

- 32.13 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 -

32.13.1 the sole object of the Association is to manage the collective interest common to all its Members, which includes expenditure applicable to the Private Open Spaces and/or Common Property and the collection of levies for which Members are liable; and

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

33 ERVEN FORMING PART OF THE PRIVATE OPEN SPACES

- 33.1 Neither the whole nor any portion of the Erven designated as ~~Private Open Spaces shall be sold, let, Alienated, otherwise disposed of, sub-divided or transferred except in the circumstances laid down in the conditions of establishment of the Development.~~

- 33.2 No such Erven shall be:

33.2.1 mortgaged; or

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

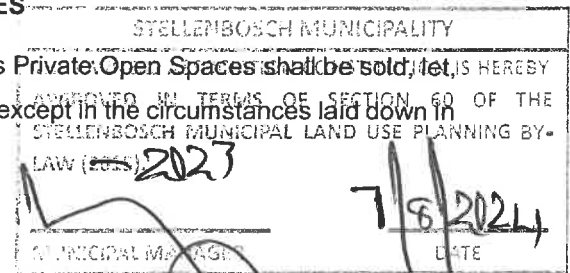
- 33.3 Nothing contained in this Constitution shall prevent the Developer from erecting, at its own cost, such buildings, or making such other Improvements upon the said Erven as may be permitted in terms of the town planning scheme of the Development from time to time.

34 CO-OWNERS & BODY CORPORATE

- 34.1 Where any Erf and/or Unit is owned by more than 1 (one) person or in the event of a Body Corporate being a Member, the co-owners or Body Corporate Association 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.
- 34.2 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.

35 INDEMNITY

- 35.1 All the Trustees and the Estate Manager are indemnified by the Association against any liabilities *bona fide* incurred by them in their capacities as such and in the case of the Chairman in his capacity as Chairman, as well as for all costs, losses and expenses (including travelling expenses) which they may incur or become liable for by reason of any authorized 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.

35.2 A Trustee and the Estate Manager 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 Chairman 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 judgment 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.

36 DEFAMATION PRIVILEGE

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 Chairman, 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, made at any meeting of Trustees, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of this Constitution, being a statement, report, complaint, notice or reference defamatory to such Member or Trustee, or otherwise injurious to the dignity, reputation, business or financial interest of such Member or Trustee, whether such statement be true or false.

37 RISK

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

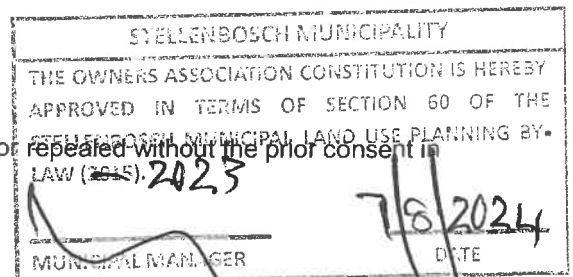
37.2 It is recorded that the Development incorporates an active construction site, and that presence anywhere in the Development exposes one to damages caused by construction machinery, falling trees, and other activities normally associated with building construction. The Association hereby draws the attention of owners and residents to these possible dangers. The Association shall not be held liable for any damage to property or bodily injury, accidentally or negligently caused to owners, residents or those in their care, and requires them to waive all rights against the Association in this regard.

38 AMENDMENT OF CONSTITUTION

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

38.1.1 the Local Authority, and

38.1.2 the Developer, for the Development Period, in respect of any amendment that may affect the developer's rights.



- 38.2 Subject to the provisions of clause 38.1 such amendment, substitution, or repeal shall require the passing of a special resolution adopted at an annual general meeting or general meeting of the Members, subject thereto that during the Development Period, the Developer shall be entitled to add, amend, substitute, or repeal this Constitution in its sole discretion, subject to prior consent of the Local Authority.

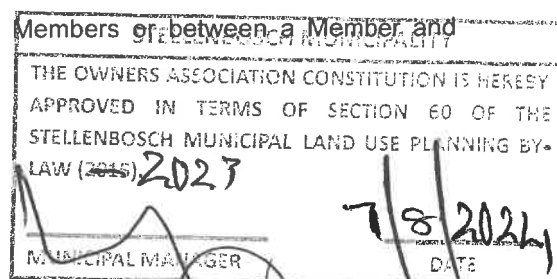
39 IMPOSITION OF PENALTIES

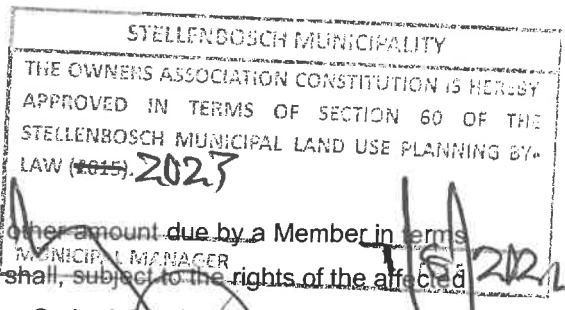
- 39.1 If the conduct of a Member, an occupier or their visitors, constitutes a nuisance in the opinion of the Trustees, or if a Member or occupier contravenes, breaches, disobeys or disregards this Constitution, its annexures, or any Rules, the Trustees may furnish the Member and occupier (if applicable) with a written notice which may in the discretion of the Trustees be delivered by hand or by e-mail. In the notice the particular conduct which constitutes a nuisance must be adequately described or the clause or rule that has allegedly been contravened must be clearly indicated, and the Member must be warned that if he or his occupier or visitor persists in such conduct or contravention, a penalty will be imposed on him.
- 39.2 If the Member, occupier or visitor nevertheless persists in that particular conduct or in the contravention of that particular clause or rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a penalty in accordance with the Rules.
- 39.3 A written notice by which he is informed of the purpose of the meeting and invited to attend, must be sent to the Member and occupier (if applicable) at least 7 (seven) days before the meeting is held. At the meeting, the Member and occupier (if applicable) must be given the opportunity to present his case, orally or by way of a submission in writing, but except in so far as may be permitted by the Chairperson, he may not participate in the affairs of or voting at the meeting.
- 39.4 After the Member or occupier has been given the opportunity to present his or her case, the Trustees may by way of a special resolution impose upon the Member, an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- 39.5 Any penalty imposed in terms of 39.4 may, if it is not paid within 14 (fourteen) days after the Member has been notified of the imposition of the penalty, be added to the contribution which a Member is obliged to pay in terms of clause 32 and claimed by the Association as part of the monthly levy payable by the Member.
- 39.6 The Trustees may, from time to time, determine the amount of the initial and subsequent penalties.
- 39.7 Notwithstanding the provision of clauses 39.1 to 39.6 above, in suitable circumstances the Trustees may apply to the Ombud Service or to a Court having jurisdiction, for an order or interdict if a Member or occupier contravenes, breaches, disobeys or disregards this Constitution, its annexures, or any Rules passed by the Association or rules or regulations passed by the Trustees.

40 ARBITRATION

- 40.1 Should any dispute, question or difference arise between Members or between a Member and Trustees out of or in regard to:

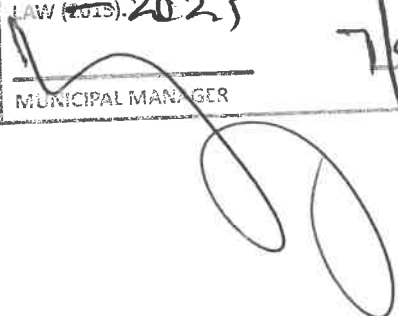
40.1.1 the interpretation of;





- 40.1.2 the effect of;
- 40.1.3 their respective rights or obligations under;
- 40.1.4 a breach of (save for non-payment of levies or any other amount due by a Member in terms of this Constitution), this Constitution, such dispute shall, subject to the rights of the affected parties to seek relief in terms of Chapter 3 of the Ombud Services Act, be decided by arbitration in the manner set out in this clause 40.
- 40.2 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.
- 40.3 The arbitration referred to in clause 40.1 shall:
- 40.3.1 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
- 40.3.2 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
- 40.3.3 be held under the provisions of the Arbitration Act, No. 42 of 1965 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.
- 40.4 The arbitrator shall be a practising 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 President of the Cape Law Society.
- 40.5 The arbitrator shall in giving his award have regard to the principles contained in this Constitution, the Rules and the Guide, 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.
- 40.6 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.
- 40.7 Each of the parties to the arbitration irrevocably agree that the decision of the arbitrator made at such arbitration proceedings:
- 40.7.1 shall be final and binding on each of them; and
- 40.7.2 shall be carried into effect immediately; and
- 40.7.3 may be made an order of any Court to whose jurisdiction the parties are subject.
- 40.8 Notwithstanding anything to the contrary contained in this clause 40, 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 Rules and the Guide.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HERESY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2019). 2023	
 MUNICIPAL MANAGER	7/8/2024 DATE

ANNEXURE A – ESTATE SITE DEVELOPMENT PLAN

Available on www.redwoodestate.co.za

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	7/8/2024 DATE

ANNEXURE B – LANDSCAPE DESIGN GUIDELINES

All Owners and Residents of Redwood Estate Stellenbosch will be required to adhere to the general landscape guidelines as stipulated in this clause and elsewhere in this Guideline.

The Landscape Design Guidelines must be seen as one, and items referred to in one section/clause are not necessarily repeated in other sections/clauses. A provision of any section or part of this Guideline shall be binding even though it may not be repeated in other parts of this sections/clauses.

1. GENERAL LANDSCAPE GUIDELINES

INTENT:

The purpose of the general landscape guidelines is to comply with the regulations of the relevant municipality and to create an integrated and responsive landscape with emphasis on open space and style. It will also create sensitivity and harmony between the development and the surrounding open spaces.

In order to control the general landscape development on private property to be a continuation of the landscape design of public spaces as will be established by the developer, the following set of guidelines will apply to every erf.

The integrity of the open spaces can only be achieved through the successful integration of the landscape and the architectural components.

2. GUIDELINES :

2.1 Preservation of Existing Trees and prohibition against planting of certain new trees:

The development will preserve as many as possible of the existing trees, even though they may be exotic species.

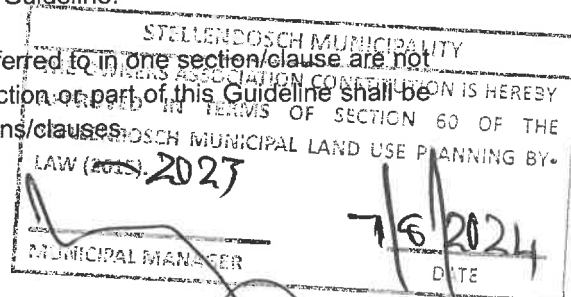
Any exotic trees which are listed in terms of CARA as invasive species must be removed. Any exotic trees that are being kept for wind breaks must be replaced by indigenous trees over a period of time.

No trees identified as being reproductive hosts to the Polyphagous Shot hole Beetle, shall be planted.

2.2 Plant Species:

The character of Redwood Estate Stellenbosch constitutes not only in the existing environmental attributes but also by the architectural style as well as the specific landscape architecture to be introduced. For this purpose, the use of plant species on private property will be controlled as follows:

- The establishment of a plant community as per the plant palette is encouraged. The Plant Palette may be revised from time to time at the discretion of the RESMHOA.
- No invader species as promulgated by law in terms of CARA may be introduced.
- The planting of Palm tree species or any other large-leafed plant species with a tropical character will not be permitted on the Estate.
- In response to the historical context of the environment as well as the envisaged vernacular/theme, certain exotic tree species will be permitted as indicated on the plant palette. Similarly exotic but non-invasive shrub and groundcover species will be permitted in private gardens.
- Plant species on private property are to enhance and integrate the character of the adjoining street and or open space landscape.



2.3 Landscape Design:

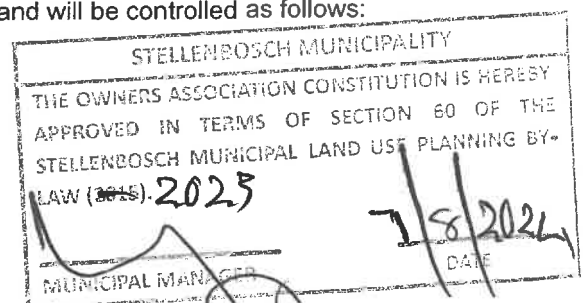
The integration of the landscape design of open spaces and street verges with that of private property is encouraged. The **Redwood Estate Stellenbosch Landscaping Plan** is available to view on the website at www.redwoodestate.co.za

The following measures are to be applied in the landscape design of each erf:

- 2.3.1 Owners and Residents are encouraged to enhance and to keep within the framework of species and the landscape character of the public landscape adjoining an erf.
- 2.3.2 The landscape layout, in terms of lawn and bed areas, at the interface between public spaces and private property are to be harmoniously integrated.
- 2.3.3 The streetscapes in the Estate shall conform to the Redwood Estate Stellenbosch Landscaping Plan as drawn up by the Project Landscape Architect, and updated from time to time, and attached hereto as Annexure A. However, should an Owner or Resident wish to establish any detailed planting on a sidewalk immediately adjacent to his erf and other than that which has been provided by the Developer, the Owner or Resident may submit detailed plans to the RESMHOA for consideration and written approval where after the planting may be installed to the terms of the approval. The RESMHOA is, however, under no obligation to accept any such proposals and will not be responsible for any costs incurred in preparing such an application.
- 2.3.4 The Owner or Resident will be responsible for the establishment and maintenance of such an installation to an acceptable standard which will not detract from the general standards of the maintenance of the parks and surrounding areas. Such an installation will be irrigated by the Owner or Resident utilizing his own water. Under no circumstances will Owners or Residents be permitted to alter the street tree regime as installed by the Developer.
- 2.3.5 No detailed landscaping of sidewalks will be permitted in the instance where erven or sections of erven but the parks or open spaces which have been landscaped by the Developer. Owners and Residents may not prune/cut back any trees on the public open spaces of the Estate and will approach the Trustees if any pruning is required. The pruning of trees will be at the discretion of the Trustees. It is intended that the initial landscape installation in the Estate by the Developer will focus on the Main Entrance, the Streetscapes, the Recreation Area and the internal parks which link to the recreation area as well as areas to be rehabilitated.
- 2.3.6 . All streetscapes will be developed by the Developer on the basis that the landscaping in these areas may be extended and intensified by the Owners and Residents, subject to conditions as set out herein, as part of the landscape establishment and enhancement of their private gardens.
- 2.3.7 No hard landscape/structures other than approved paving will be permitted on the sidewalks and controlled zones. No pedestrian traffic may be impeded on the sidewalks due to landscaping thereof. Similarly, the Estate Irrigation System may not be tampered with or altered other than as approved by the Trustees. Such alterations will be executed by the Estate Maintenance Contractor at the expense of the owners.

2.4 Communal Open Space Integration:

Appropriate landscape design on private property along the communal open spaces will result in the desired integration between public and private spaces and will be controlled as follows:



2.4.1 Parks, Streetscapes, Open Spaces

- A transition zone along the boundary line facing communal open spaces will be the area of landscape control (Refer to the Redwood Estate Stellenbosch Landscaping Plan).
- No free-standing structures will be allowed in this zone, other than those provided for by the Developer.
- The landscape design in the control zones must comply with the principles of the landscape design approach and planting must comply with the plant palette.

2.4.2 Streetscape Integration:

Appropriate landscape design on private property facing any street will result in the desired and seamless integration between the public streetscape and private spaces. It will be controlled as follows:

- Zones identified as per the Landscaping Plan will be the area of landscape control.
- No buildings, walls or structures other than those constructed by the Developer and as provided for elsewhere in this guide will be allowed in this zone.
- The landscape design in this zone must comply with the principles of the landscape design approach and planting must comply with the plant palette.

2.4.3 Driveways and Paving:

The Developer will be responsible for the provision of a driveway from the street kerb to the garages as per the Site Development Plan and the Landscaping Plan:

- Walkways provided by the Developer, if any, shall be in accordance with the Landscaping Plan and will take preference and may not be removed and are to be incorporated in the driveway paving.
- No concrete pavers, half bricks, cast pattern impregnated concrete paving etc., will be allowed.

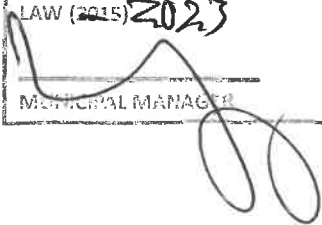
2.4.4 Routine Landscape Maintenance :

The Landscape maintenance of all private open spaces will be undertaken under the auspices of the RESMHOA. The landscape maintenance and mowing of lawns and irrigation thereof on the streetscapes by the RESMHOA will be from the road kerb side to the front façade of the residences in all instances. The landscape maintenance of all plant beds falling on erven within these zones will be undertaken by the individual Owners or Residents as part of his/her routine landscape maintenance.

2.4.5 Plant Palette:

In order to achieve the vision of creating a distinctive and harmonious landscape in accordance with the vernacular theming and to extend the planting framework, Owners and Residents are encouraged, as far as is practical, to select plants for their gardens from the recommended Plant Palette (attached list), which may be extended from time to time so as to enhance the overall vision and quality of this lifestyle.

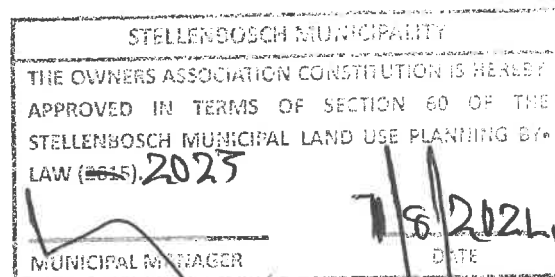
Owners and Residents are encouraged to give special attention to the use of Water Wise principals for plant selection.

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
	7/6/2024

PLANT PALETTE**Trees:**

Apodytes dimidiata
 Brachylaena discolor
 Celtis africana
 Combretum erythrophyllum
 Curtisia dentata
 Dais cotinifolia
 Halleria lucida
 Heteropyxis natalensis
 Kiggelaria africana
 Nuxia floribunda
 Olea europaea subsp. africana

Podocarpus sp.
 Quercus nigra
 Rhus laevigata
 Rhus lucida
 Rhus pendulina
 Searsia lancea
 Searsia pendulina
 Sideroxylon inerme
 Syzigium cordatum
 Syzigium guineense
 Tarchonanthus camphoratus

**Shrubs and ground covers:**

Abelia grandiflora
 Acmadenia heterophylla
 Agapanthus sp.
 Agathosma sp.
 Aloe sp.
 Arctotis sp.
 Aristea sp.
 Aristida junciformis
 Barleria repens
 Buddleja saligna
 Carpobrotus edulis
 Chasmanthe sp.
 Coleonema sp.
 Cotula sp.
 Cotyledon orbiculata
 Crassula sp.
 Delospermum sp.
 Dietes grandiflora
 Diospyros whyteana
 Dovyalis caffra
 Elegia sp.
 Euryops sp.
 Felicia sp.
 Gardenia thunbergia
 Helichrysum sp.
 Hemerocallis sp.
 Jasminum multipartitum
 Kniphofia sp.
 Lampranthus sp.

Leonotis leonorus
 Leucospermum sp.
 Lomandra 'Tanika'
 Melinis nerviglumis
 Osteospermum sp.
 Pelargonium tomentosum
 Phylica ericoides
 Plecostachys serpyllifolia
 Plectranthus sp.
 Plumbago auriculata
 Portulacacraia afra
 Restio sp.
 Rhoicissus sp.
 Rosea sp.
 Salvia africana-lutea
 Salvia leucantha
 Scabiosa sp.
 Searsia crenata
 Senecio barbatonicus
 Senecio macroglossis
 Senecio sp.
 Senecio tamaoides
 Stachys aethiopica
 Tecoma capensis
 Trachelospermum
 jasminoides
 Tulbaghia violacea
 Viburnum sp.
 Watsonia sp.

**Planting palette - R44 Road verge
 Medium-tall screening:**

Buddleja saligna
 Dovyalis caffra
 Euryops pectinatus
 Leucospermum sp.
 Plumbago auriculata
 Salvia africana-lutea
 Searsia crenata
 Tecoma capensis

Low planting and ground covers:

Agapanthus sp.
 Arctotis sp. yellow
 Carpobrotus edulis
 Cotyledon orbiculata
 Dietes grandiflora
 Felicia sp.
 Kniphofia sp.
 Lampranthus sp.
 Plecostachys serpyllifolia
 Plectranthus sp.

ANNEXURE D

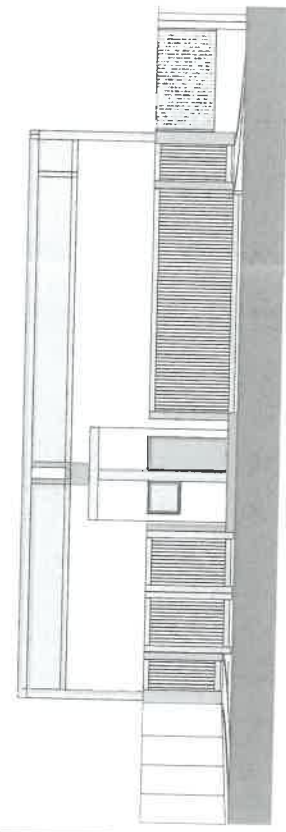
**AMENDMENT OF AN APPROVED SUBDIVISIONAL
PLAN AND PERMISSION REQUIRED IN TERMS OF
CONDITION OF APPROVAL: FARM NO. 81/29,
STELLENBOSCH DIVISION**

SITE DEVELOPMENT PLAN

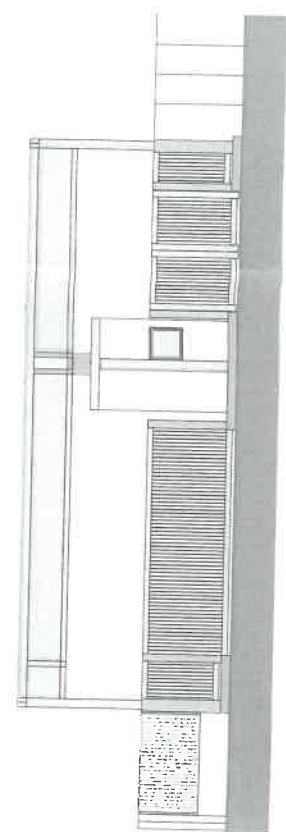
1. The drawings are the property of the architect and shall remain his/her property.
 2. The drawings are to be used for the purpose for which they were prepared and shall not be used for any other purpose without the written consent of the architect.
 3. The drawings are to be used for the purpose for which they were prepared and shall not be used for any other purpose without the written consent of the architect.
 4. The drawings are to be used for the purpose for which they were prepared and shall not be used for any other purpose without the written consent of the architect.
 5. The drawings are to be used for the purpose for which they were prepared and shall not be used for any other purpose without the written consent of the architect.



GATE HOUSE 3D PERSPECTIVE
 NTS



NORTH-EAST ELEVATION
 Scale 1 : 50



SOUTH-WEST ELEVATION
 Scale 1 : 50



SITE PLAN
 NTS

STELLENBOSCH MUNICIPALITY
 THIS SITE DEVELOPMENT PLAN IS APPROVED IN
 TERMS OF SECTION 60 OF THE STELLENBOSCH
 MUNICIPAL LAND USE PLANNING BY-LAW (2011), 2023
 SUBJECT TO THE CONDITIONS AS PER APPENDIX.
 18/12/2024
 MUNICIPAL MANAGER
 DATE



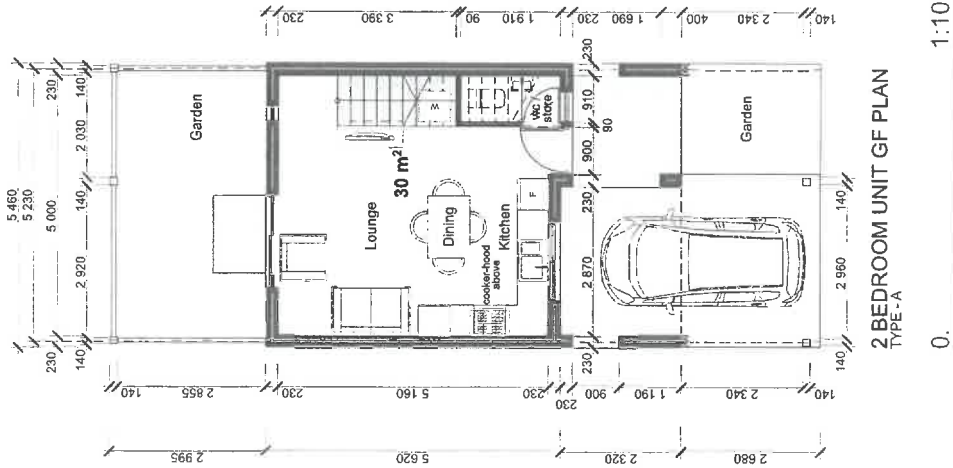
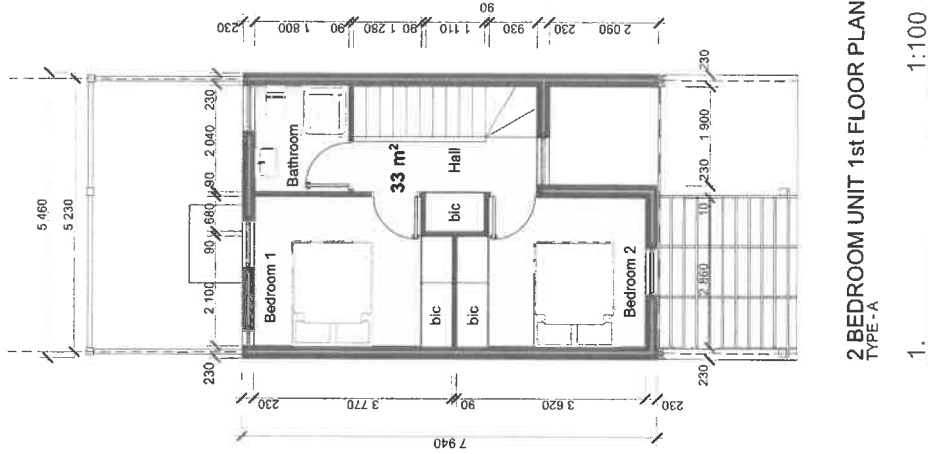
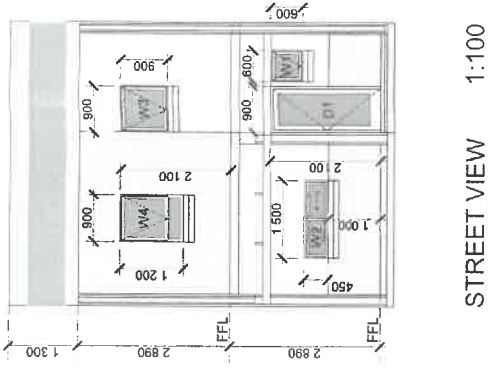
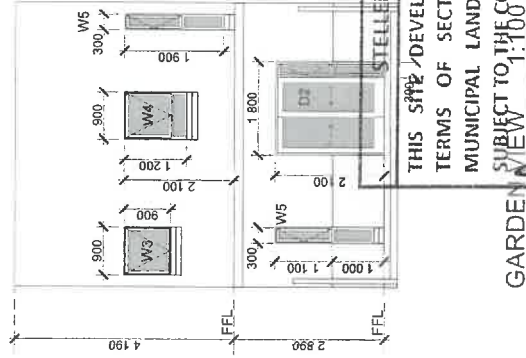
GATE HOUSE PLAN
 Scale 1 : 100

SUBJECT TO THE CONDITIONS AS PER APPENDIX.
 MUNICIPAL MANAGER
 DATE 16/06/2021

[illegible][illegible]

• Gross Building Area: 15,118 sq. ft. • 150,817 sq. ft.
 • Outdoor Space: 18,619 sq. ft. • coverage of 200% vs.
 131%-131% • Private Open Space = 2,115 sq. ft.
 • Outdoor area provided: 3,186 sq. ft. • 2,412 sq. ft. • 72%
 • All Test Outdoor Space provided: 7,226 sq. ft. • 118 sq. ft.
 • 1% of 15,118 sq. ft. • coverage of 50% vs.
 • All Test Outdoor Space provided: 7,226 sq. ft. • 118 sq. ft.

House TYPE A1 - 63m² standard



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.

7/5/2024
DATE

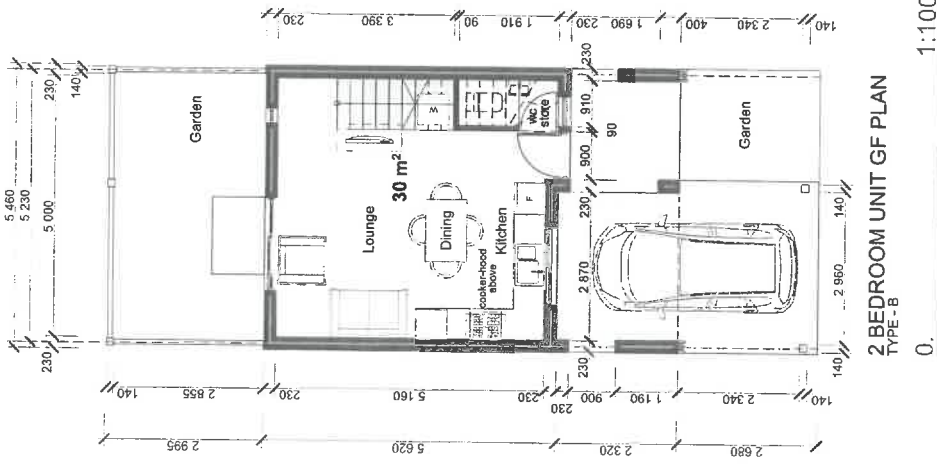
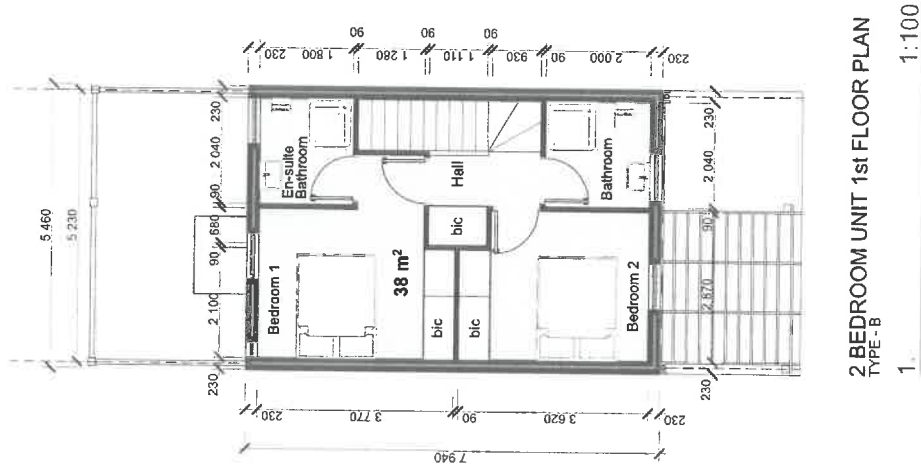
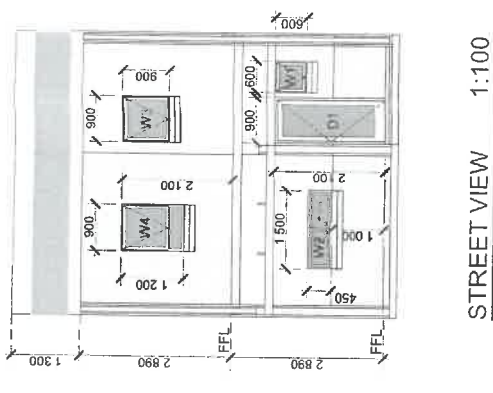
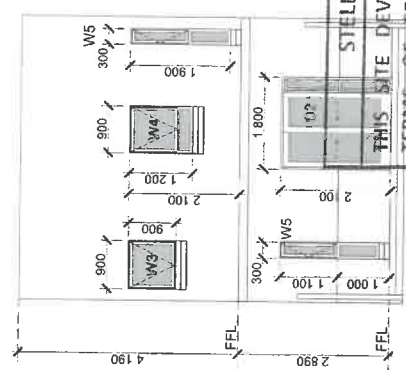
MUNICIPAL MANAGER

Osmond Lange Architects and Planners (Pty) Ltd
Cape Town



Redwood Estate - Farm 81/29 Stellenbosch
Residential Development - Feasibility Study
Scale as indicated (A3)
Tuesday, 28 May 2024

House TYPE B1 - 68m² standard



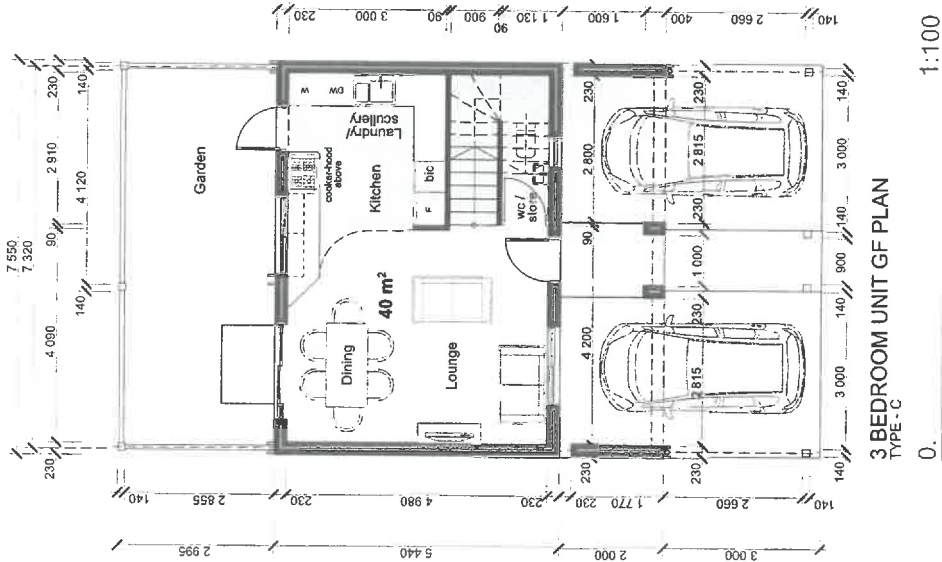
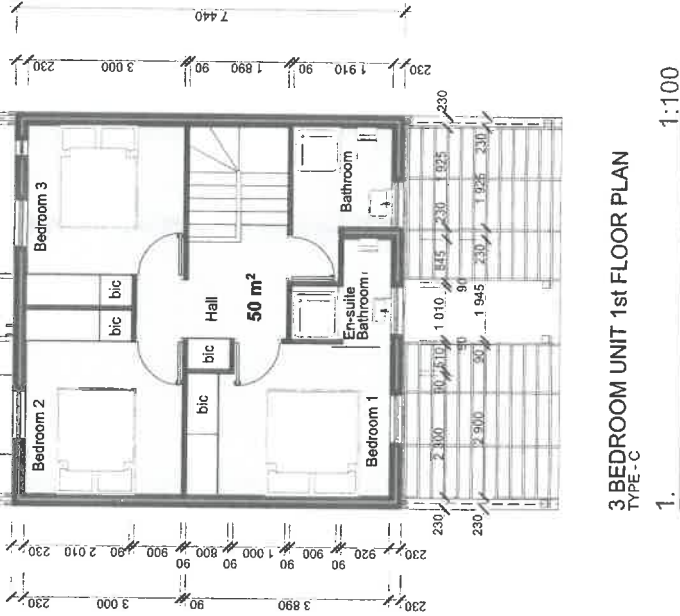
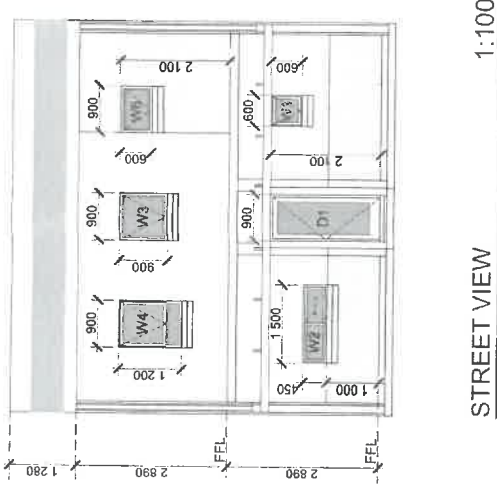
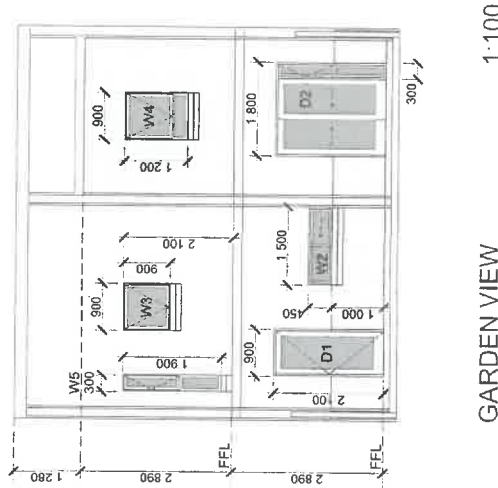
STELLENBOSCH MUNICIPALITY
THIS SITE DEVELOPMENT PLAN IS APPROVED IN
TERMS OF SECTION 60 OF THE STELLENBOSCH
MUNICIPAL LAND USE PLANNING BY-LAW (2015), 2023
SUBJECT TO THE CONDITIONS AS PER APPENDIX.
7/8/2024
MUNICIPAL MANAGER
DATE

House TYPE C1 - 90m²
standard

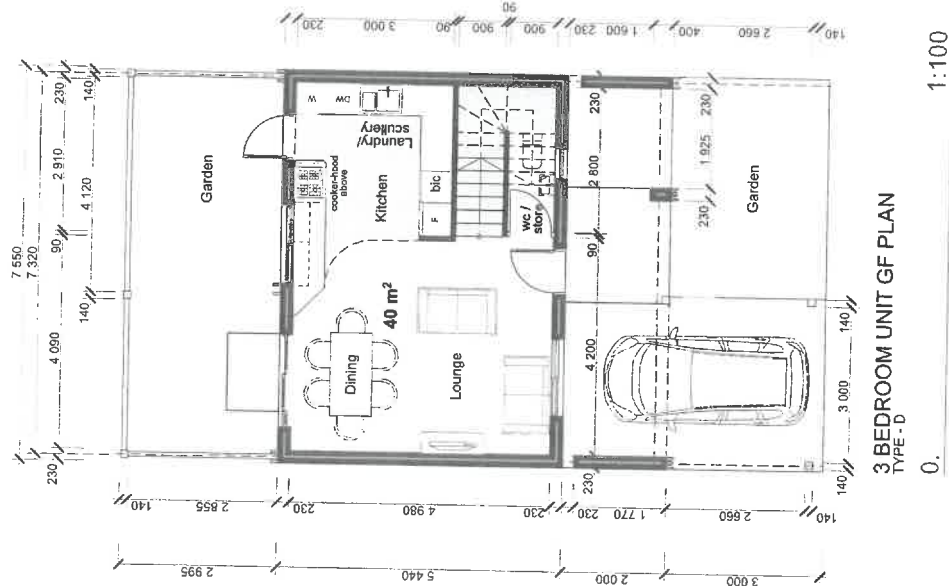
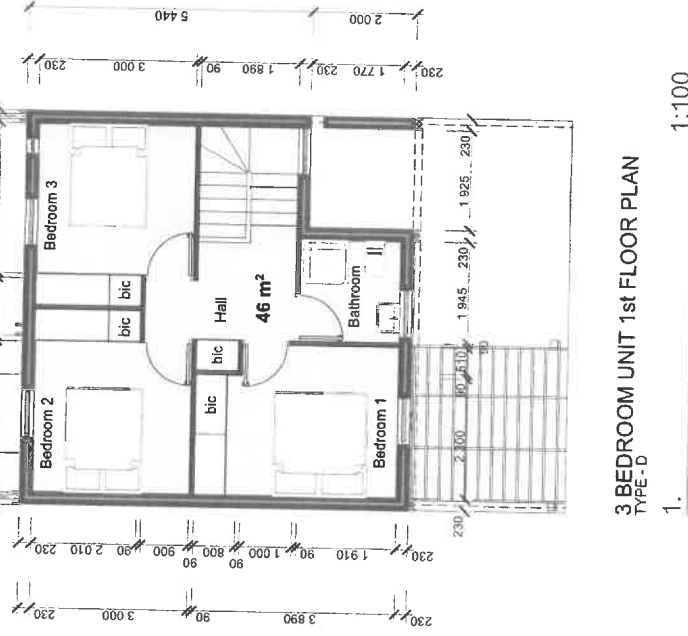
STELLENBOSCH MUNICIPALITY

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.

7/8/2024
DATE



House TYPE D1 - 86m² standard

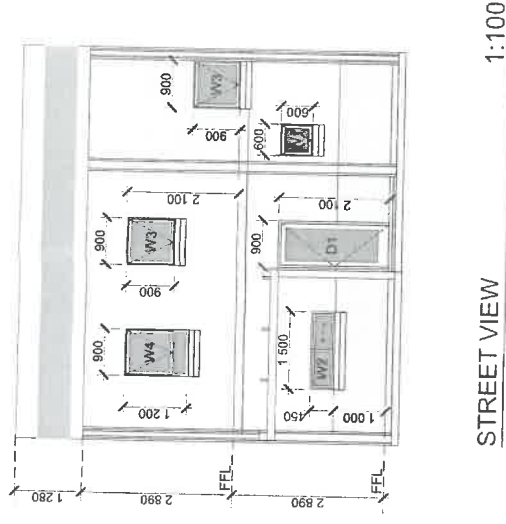
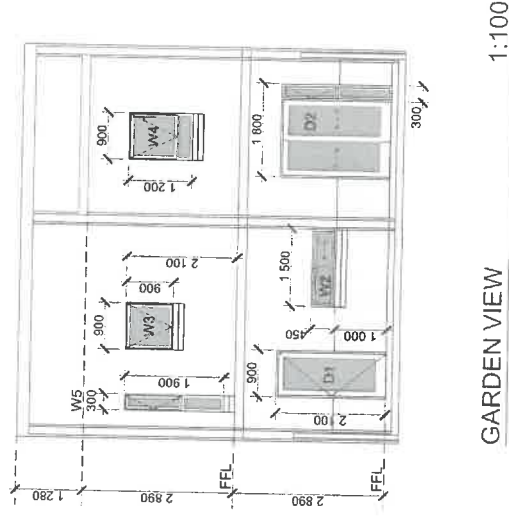


STELLENBOSCH MUNICIPALITY

THIS SITE DEVELOPMENT PLAN IS APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2011), 2023, SUBJECT TO THE CONDITIONS AS PER APPENDIX.

MUNICIPAL MANAGER

DATE 19/02/24



FIRST FLOOR PLAN



THIS SITE DEVELOPMENT PLAN IS APPROVED IN
TERMS OF SECTION 60 OF THE STELLENBOSCH
MUNICIPAL LAND USE PLANNING BY-LAW (2005),
SUBJECT TO THE CONDITIONS AS PER APPENDIX.

MUNICIPAL MANAGER

DATE _____

7/8/2024
DATE

- NOTES:**
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 5. ALL DIMENSIONS AND LEVELS ARE TO BE CHECKED ON SITE PRIOR TO CONSTRUCTION.

[illegible]

Owner:

Date:

Architect:

Date:

Engineer

Date: _____

**Diamond Lange
Architects and Planners
(Pty) Ltd
Case Town**

CHANGING

PROJECT:
REDWOOD Estate

FOR	TRIP Consumption
-----	------------------

Farm 1129, Stellenbosch

CLASSIFICATION

RESPONSIBLE P

POT

2018

803

1

1

SUBJECT NO.)

210169

1

GROUND FLOOR PLAN



SECOND FLOOR PLAN



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 ANNEXIX.

2023

MUNICIPAL MANAGER

DATE

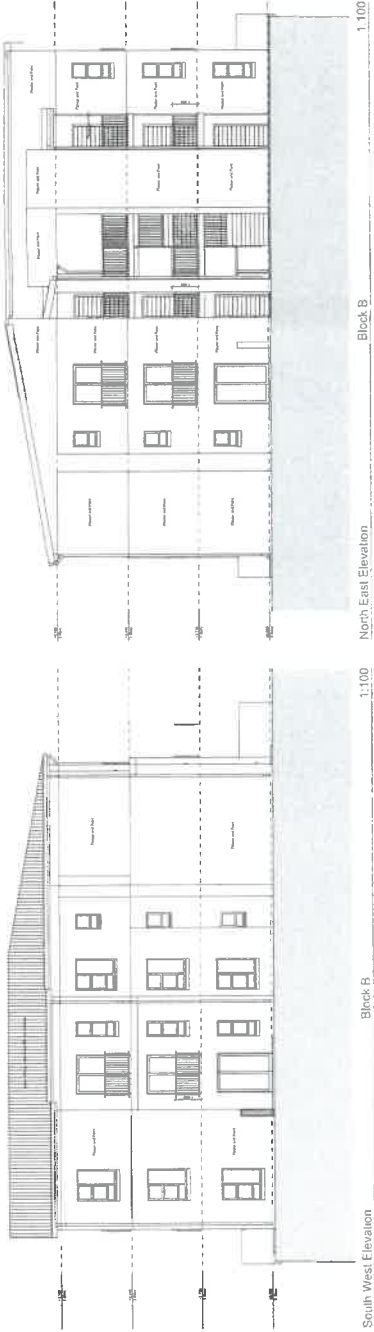
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[illegible]

Apartment BLOCK B - Phase 2B

ELEVATION



Block B
South West Elevation
1:100

Block B
North East Elevation
1:100



Block B
North East Elevation
1:100

Block B
South East Elevation
1:100



Block B
South East Elevation
1:100

STELLENBOSCH MUNICIPALITY
THIS SITE DEVELOPMENT PLAN IS APPROVED IN
TERMS OF SECTION 60 OF THE STELLENBOSCH
MUNICIPAL LAND USE PLANNING BY-LAW (2014),
SUBJECT TO THE CONDITIONS AS PER AN APPENDIX.
DATE 18/08/2021
MUNICIPAL MANAGER

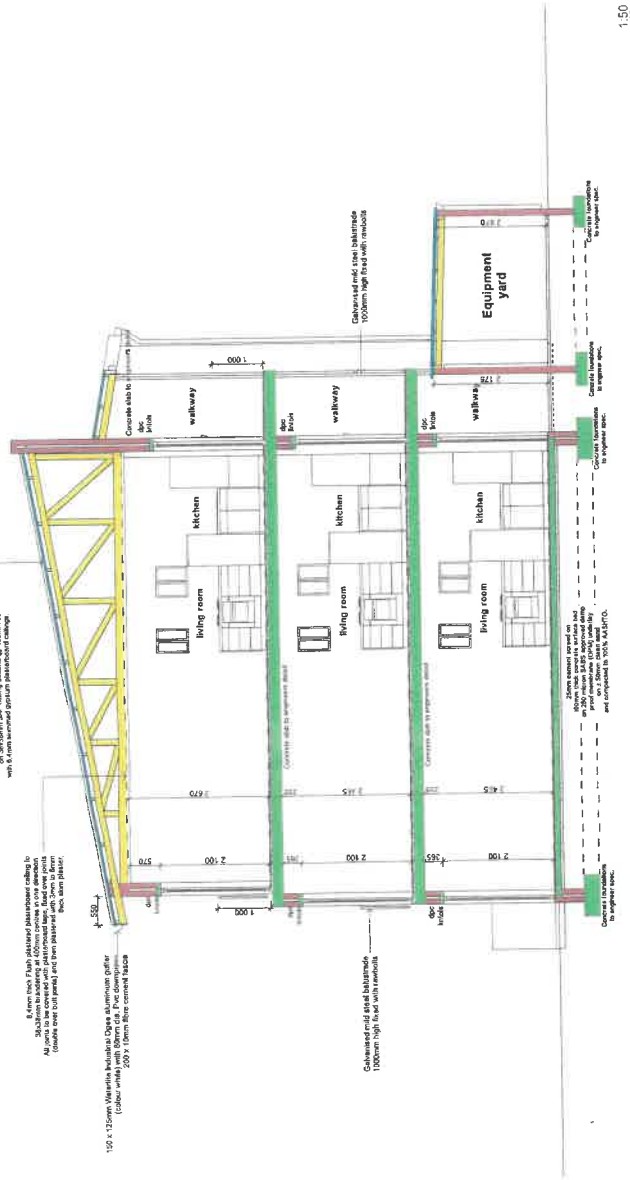
NOTES: 1. ALL WORKS TO BE COMPLETED IN ACCORDANCE WITH THE BY-LAW. 2. ALL WORKS TO BE COMPLETED IN ACCORDANCE WITH THE BY-LAW. 3. THE DEVELOPER IS RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE DEVELOPMENT. 4. THE DEVELOPER IS RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE DEVELOPMENT. 5. THE DEVELOPER IS RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE DEVELOPMENT.

STELLENBOSCH MUNICIPALITY
THIS SITE DEVELOPMENT PLAN IS APPROVED IN
TERMS OF SECTION 60 OF THE STELLENBOSCH
MUNICIPAL LAND USE PLANNING BY-LAW (2014),
SUBJECT TO THE CONDITIONS AS PER AN APPENDIX.
DATE 18/08/2021
MUNICIPAL MANAGER

Apartment Block B - Phase 2B SECTIONS

NOTES:

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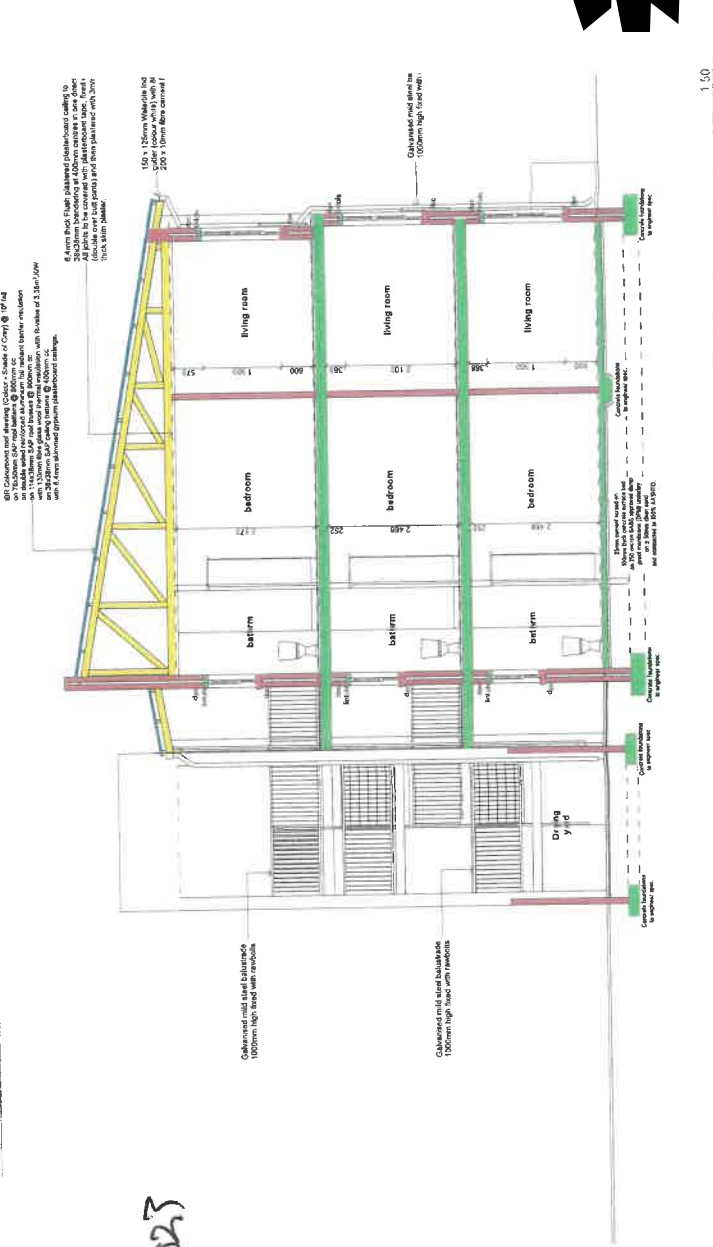
Section AA

STELLENBOSCH MUNICIPALITY

THIS SITE DEVELOPMENT PLAN IS APPROVED IN
TERMS OF SECTION 60 OF THE STELLENBOSCH
MUNICIPAL LAND USE PLANNING BY-LAW (2023), 2023
SUBJECT TO THE CONDITIONS AS PER APPENDIX.

DATE: 16/20/24

MUNICIPAL MANAGER



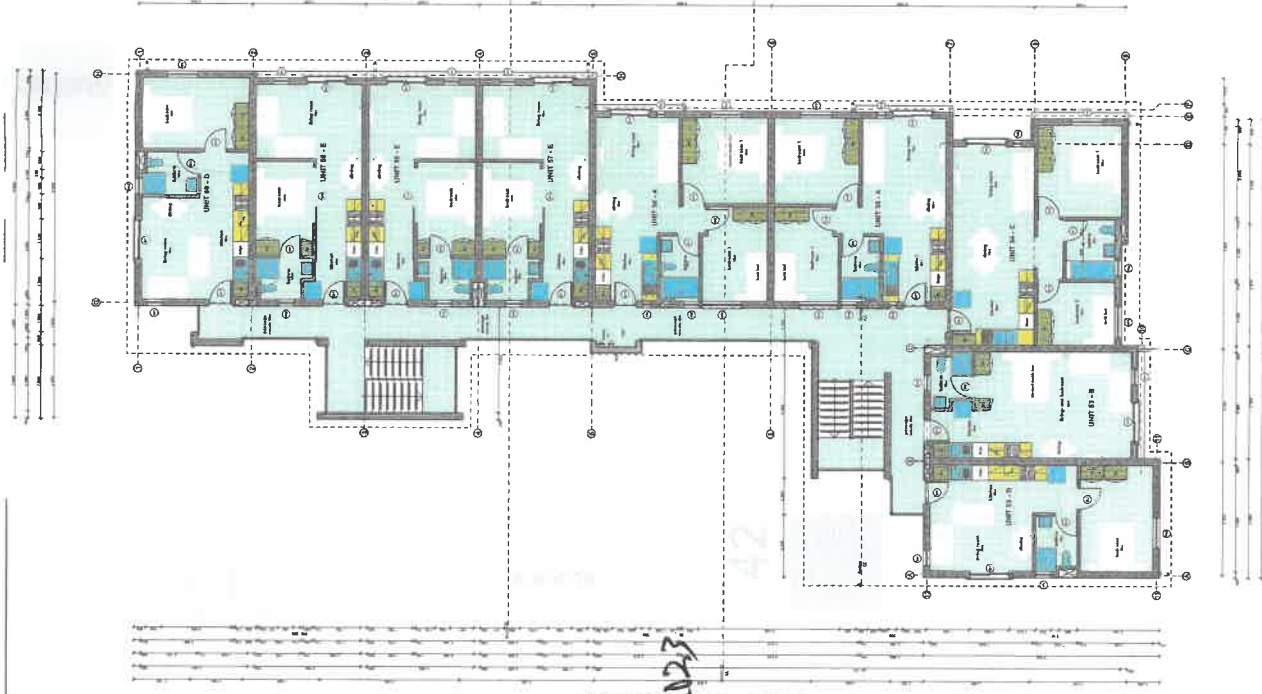
Section BB

SECOND FLOOR PLAN

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S SITE DEVELOPMENT PLAN IS APPROVED IN
 TERMS OF SECTION 60 OF THE STELLENBOSCH
 MUNICIPAL LAND USE PLANNING BY-LAW (~~2004~~),
 SUBJECT TO THE CONDITIONS AS PER APPENDIX.

DATE _____



Units	
Type A area	(46,5 m ²)
Type B area	(31,3 m ²)
Type C area	(50,6 m ²)
Type D area	(34,7 m ²)
Type E area	(33,7 m ²)

Walkways	(53 m ²)
Passage area	(12.4 m ²)
Stair 1	(11.4 m ²)
Stair 2	(11.4 m ²)

total of 1,000,000 Areas = 76,000 m²

Units	
Type A area	(46,5 m ²)
Type A2 area	(47,3 m ²)
Type B area	(31,3 m ²)
Type B2 area	(32,3 m ²)
Type C area	(50,8 m ²)
Type C2 area	(52 m ²)
Type D area	(34,7 m ²)
Type E area	(33,7 m ²)
Type E2 area	(34,7 m ²)

Walkways	(56.8 m ²)
Total Paving area GF	(17 m ²)
Drying Yard	(18.6 m ²)
Refuse Yard	(53 m ²)
Total Paving area 1st Fl	(53 m ²)
Total Paving area 2nd Fl	(53 m ²)

TOTAL PUMPAGE AREA = 205,0 MI²

PG-25	303-542-8877	303-535-7133
Add'l E-mail	Tracy.Larson@B	(3) Round wavy Reddish Clogs Near
Year	msd@msduniv.edu	2013
No.	277-0731	2013-2014

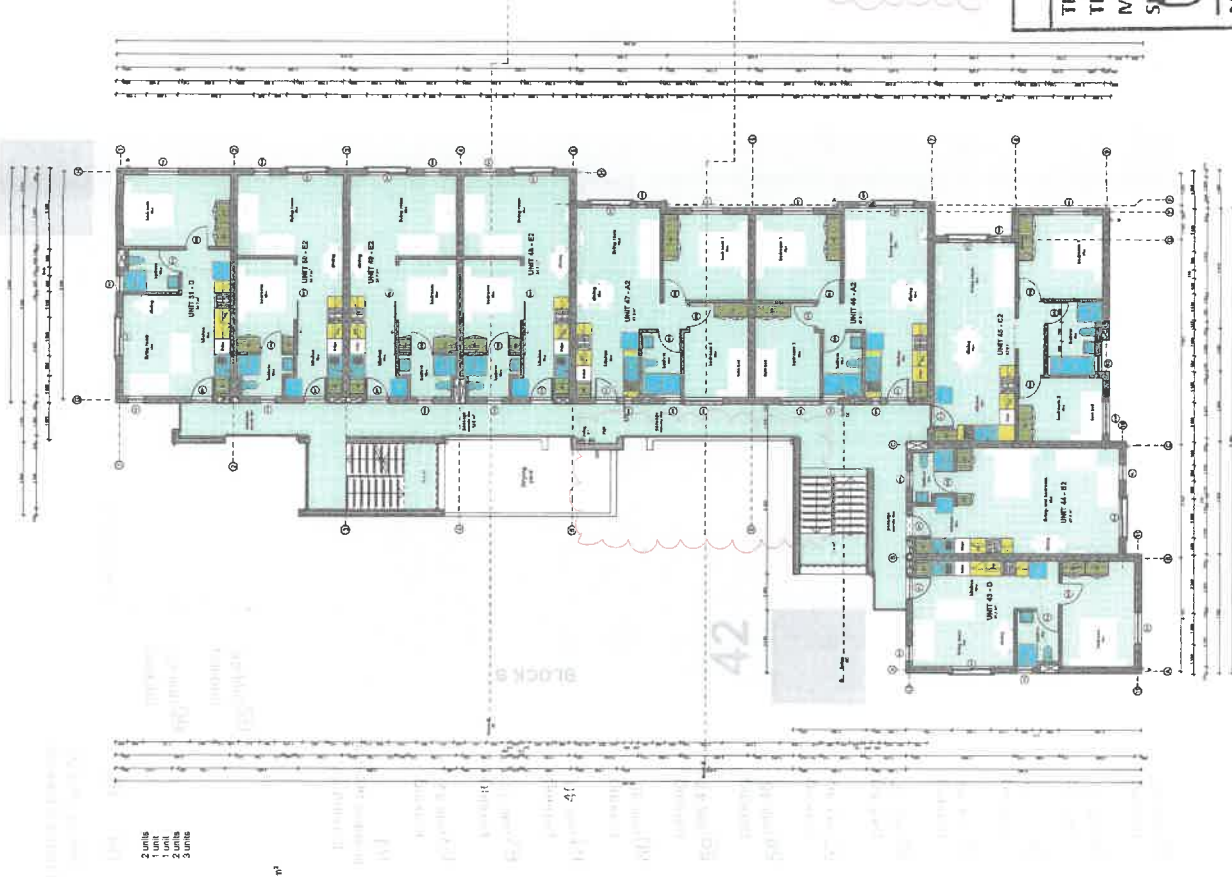
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1.100

PROJECT No. 210169
DRAWING NUMBER 2100101.14

Apartment BLOCK A - Phase 2B

FIRST FLOOR PLAN



First Floor Area (8 Units)

Units

- Type A2 area (47.3 m²)
- Type B1 area (51.56 m²)
- Type C2 area (34.7 m²)
- Type D1 area (34.7 m²)
- Type E2 area (34.7 m²)

Total FF Unit Area = 352 m²

Wellways

- Staircase area (12.4 m²)
- Stair 2 (11.4 m²)

Total FF Passage Area = 76.8 m²

All Floor Areas (27 Units)

Units

- Type A2 area (47.3 m²)
- Type B1 area (51.56 m²)
- Type C2 area (34.7 m²)
- Type D1 area (34.7 m²)
- Type E2 area (34.7 m²)

Total Unit Area = 1 848.4 m²

Wellways

- Total Passage area GF (56.6 m²)
- Staircase area (12.4 m²)
- Stair 2 (11.4 m²)
- Total Passage area 1st Fl (53 m²)
- Total Passage area 2nd Fl (53 m²)

Total Passage Area = 265.8 m²

STELLENBOSCH MUNICIPALITY

THIS SITE DEVELOPMENT PLAN IS APPROVED IN
TERMS OF SECTION 60 OF THE STELLENBOSCH
MUNICIPAL LAND USE PLANNING IV-LAW (2015)
SUBJECT TO THE CONDITIONS AS PER APPENDIX.

[Signature]
MUNICIPAL MANAGER

7/8/2024
DATE

NOTES

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Owner: _____

Date: _____

Architect: _____

Date: _____

Engineer: _____

Date: _____

STELLENBOSCH MUNICIPALITY

PROJECT: _____

REVISION: _____

DATE: _____

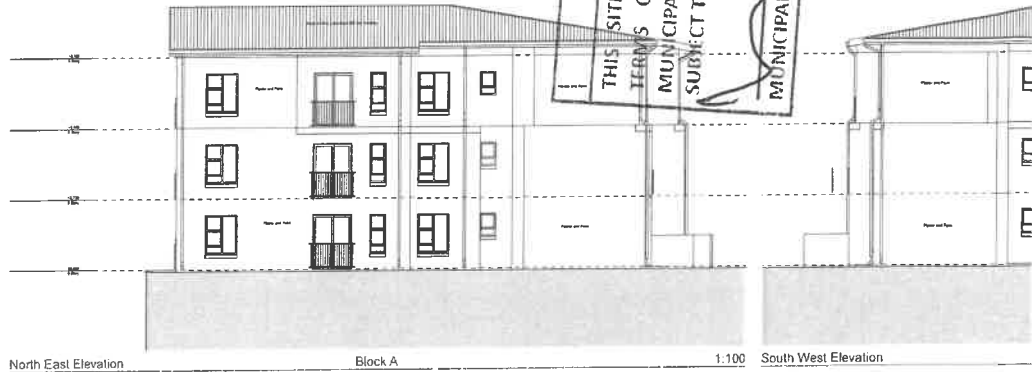
FORM 1102 (September 2013)

PROJECT NO. 2100101.13

DRAWING NUMBER 2100101.13

PERSON _____

Apartment BLOCK A - Phase 1B ELEVATION



Apartment BLOCK A - Phase 1B

SECTIONS

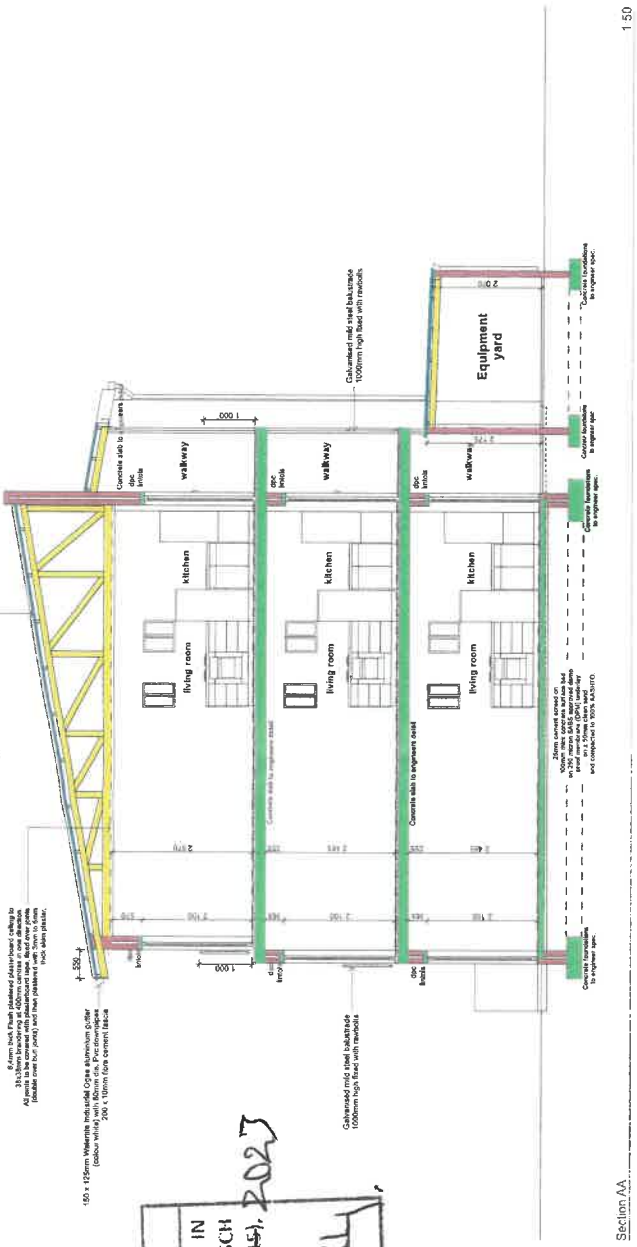
STELLENBOSCH MUNICIPALITY

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TERMS OF SECTION 60 OF THE STELLENBOSCH
MUNICIPAL LAND USE PLANNING BY-LAW (2015), 2023
SUBJECT TO THE CONDITIONS AS PER APPENDIX.

DATE 18/2021

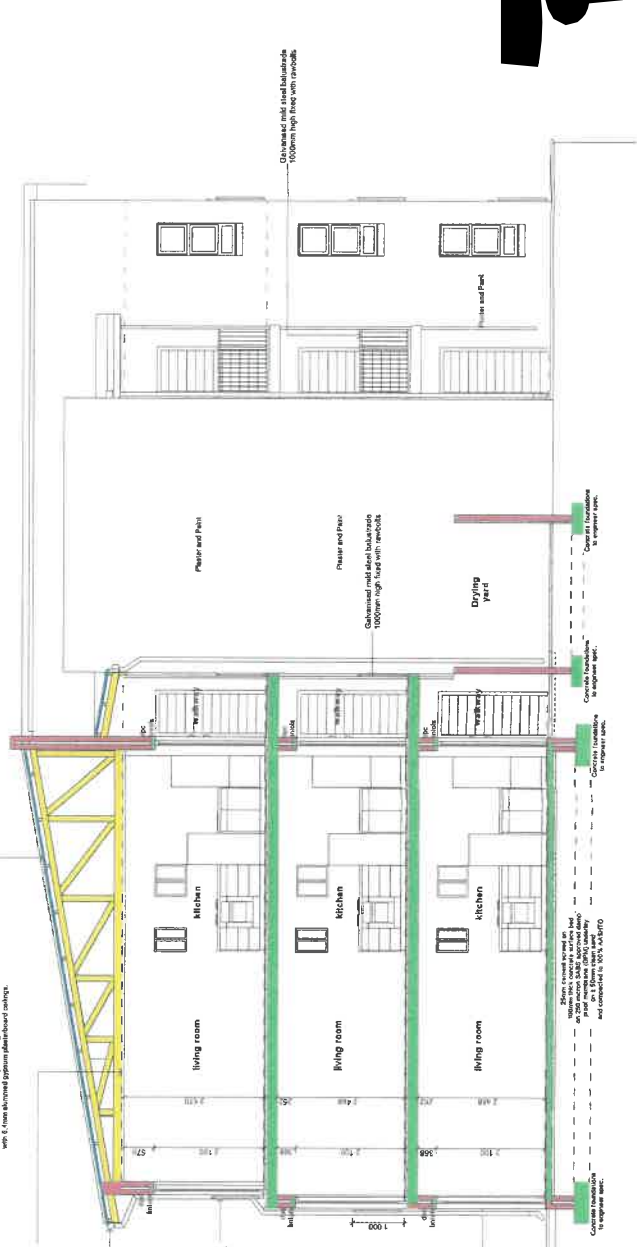
MUNICIPAL MANAGER

- NOTES:
1. THE DESIGN OF THIS DRAWING IS COPYRIGHT AND REMAINS THE PROPERTY OF THE ARCHITECT.
 2. ANY REVISIONS TO THIS DRAWING MUST BE APPROVED BY THE ARCHITECT AND THE CLIENT.
 3. THE COMMENCEMENT OF THIS PROJECT IS SUBJECT TO THE APPROVAL OF THE STELLENBOSCH MUNICIPALITY.
 4. ANY REVISIONS TO THIS DRAWING MUST BE APPROVED BY THE ARCHITECT AND THE CLIENT.
 5. THE COMMENCEMENT OF THIS PROJECT IS SUBJECT TO THE APPROVAL OF THE STELLENBOSCH MUNICIPALITY.



Section AA

1:50



Section BB

1:50

Owner: [Redacted]
Date: [Redacted]
Architect: [Redacted]
Date: [Redacted]
Engineer: [Redacted]
Date: [Redacted]

PROJECT: [Redacted]
FOR: [Redacted]
ON: [Redacted]

Drawn: [Redacted]
Checked: [Redacted]
Approved: [Redacted]

PROJECT NO: 210101.6
DRAWING NUMBER: 210101.6
DIVISION: [Redacted]

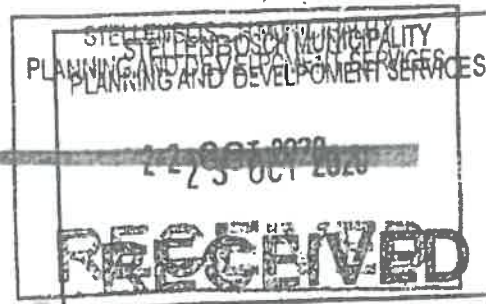
ANNEXURE F

**AMENDMENT OF AN APPROVED SUBDIVISIONAL
PLAN AND PERMISSION REQUIRED IN TERMS OF
CONDITION OF APPROVAL: FARM NO. 81/29,
STELLENBOSCH DIVISION**

INTERNAL DEPARTMENTS COMMENT



ROAD NETWORK MANAGEMENT
Email: Grace.Swanepoel@westerncape.gov.za
Tel: +27 21 483 4669
Rm 335, 9 Dorp Street, Cape Town, 8001
PO Box 2603, Cape Town, 8000



REFERENCE: TPW/CFS/RP/LUD/REZ/SUB-25/75 (Job 22720)

ENQUIRIES: Ms GD Swanepoel

DATE: 19 October 2020

Stellenbosch Municipality
PO Box 17
STELLENBOSCH
7599

FILE NR:	
SCAN NR:	F 81/295
COLLABORATOR NR:	696500

Attention: Mr U von Molendorff

Dear Sir

PORTION 29 OF FARM 81, STELLENBOSCH: MAIN ROAD 174: APPLICATION FOR REZONING, SUBDIVISION, AND APPROVAL OF SITE DEVELOPMENT PLAN

1. The following refer:
 - 1.1. The letter LU/10313 from TV3 Projects (Pty) Ltd dated 14 February 2020;
 - 1.2. The Traffic Impact Assessment (TIA) letter iCE/S/1050A from iCE Group (Stellenbosch) to TV3 Architects and Planners dated 28 August 2019 and
 - 1.3. The letter LU/10313 from TV3 Projects (Pty) Ltd to you dated 22 June 2020.
2. The application entails the development of 158 residential units (reduced from 240 units).
3. Main Road 174 (MR174) is directly affected by this application.
4. The access to the development is based on the Arterial Management Plan (AMP) for MR174 (R304) between Klipheuwel and Stellenbosch (ITS 2844) prepared for this Branch by ITS Engineers dated November 2012.
5. This Branch offers no objection to the land use application subject to the following conditions:
 - 5.1. The development is limited to 158 residential units;

- 5.2. Main Road 174 will be dualled between MR187 and MR27 as listed in the TIA above. The upgrading of the MR174/Welgevonden Boulevard intersection must fit the final design of the dual roadway MR174;
- 5.3. The existing access off MR174 to Portion 29 of Farm 81 must be closed permanently, and the road reserve and fence reinstated;
- 5.4. The new access intersection at $\pm$ km 57.83 on MR174 must be signalised and include a right-turn lane on the northern-approach as well as a left-turn lane on the southern-approach in addition to the dualling of MR174 past this point;
- 5.5. Street lighting need to be installed along MR174 at the new access in accordance with the applicable standards of this Branch;
- 5.6. The access road off MR174 to the development must be located at $\pm$ km 57.83 on the right-hand side and will be constructed as the eastbound lanes of the future dual access road to Remainder Portion 33 of Farm 81;
- 5.7. The access intersection on MR174 and the access road to the development must be constructed prior to the commencement of the construction of the development;
- 5.8. Access to the development will be off the interim access road approximately 90m west of MR174 (centreline to centreline);
- 5.9. The access road between MR174 and the interim access must have 1 lane in and 1 lane out;
- 5.10. Once the proposed development on the Remainder Portion 33 of Farm 81 are approved the interim access must be closed and moved to the main access as shown on the amended Site Development attached to the letter LU/10313 from TV3 Projects (Pty) Ltd to you dated 22 June 2020;
- 5.11. Public transport embayments must be provide downstream of the new access road intersection on MR174 in both directions;
- 5.12. All detail design plans for road upgrades, signal installation and street lighting along MR174 after having been scrutinised by the affected Directorates at Stellenbosch Municipality must be submitted to the Design Directorate (Ms MK Hofmeyr - e-mail: Melanie.Hofmeyr@westerncape.gov.za) of this Branch for approval.
- 5.13. All parking must be located inside the development and provided in accordance with the latest Zoning Scheme of Stellenbosch Municipality;
- 5.14. Under no circumstances will parking be allowed within the road reserve of MR174;
- 5.15. The statutory 5m building line in terms of the Roads Ordinance 19 of 1976, must be maintained;
- 5.16. No services will be allowed within the 5m building line in terms of the Roads Ordinance 19 of 1976 and

- 5.17. Subdivision Condition Compliance Clearance must be provided by this Branch in terms of Sections 20, 21 and 28 of the Stellenbosch Municipal and Land Planning By-Law (2015).
6. It is recommended that Stellenbosch Municipality meets with this Branch to discuss the dualling of MR174 between MR187 and MR27.
7. It is recommended that the road reserve portion of Portion 29 of Farm 81 be subdivided and transferred to this Branch.
8. Please be reminded that this Branch still needs to approve the subdivision plan of Portion 29 of Farm 81 in terms of Act 21 of 1940.

Yours faithfully



SW CARSTENS

For CHIEF DIRECTOR: ROAD NETWORK MANAGEMENT



**Western Cape
Government**

Transport and Public Works

Grace Swanepoel

Chief Directorate: Road Planning

Grace.Swanepoel@westerncape.gov.za | Tel: 021 483 4669

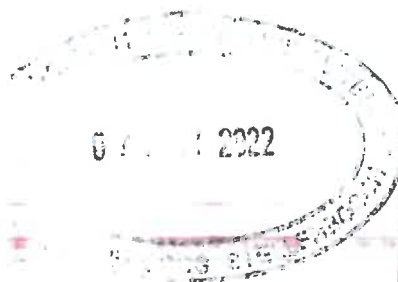
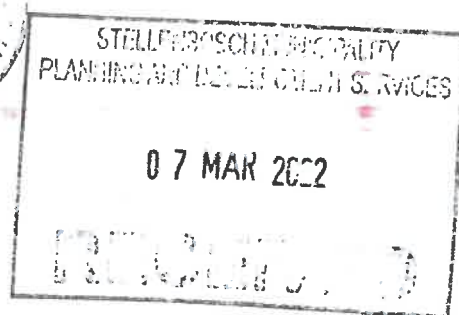
Ref: TPW/CFS/RP/LUD/REZ/SUB-25/75 (Job 22720)

The Municipal Manager
Stellenbosch Municipality

PO Box 17

STELLENBOSCH

7599



Attention: Mr Ulrich von Molendorf

Dear Sir

PORTION 29 OF FARM 81, STELLENBOSCH: MAIN ROAD 174: APPLICATION FOR REZONING, SUBDIVISION, AND APPROVAL OF SITE DEVELOPMENT PLAN

1. The following refer:
 - 1.1. This Branch's letter TPW/CFS/RP/LUD/REZ/SUB-25/242 (Job 15329) dated 29 November 2021;
 - 1.2. This Branch's letter TPW/CFS/RP/LUD/REZ/SUB-25/242 (Job 15329) dated 28 September 2021;
 - 1.3. This Branch's letter TPW/CFS/RP/LUD/REZ/SUB-25/75 (Job 22720) dated 19 October 2020;
 - 1.4. The meeting held on 22 June 2021;
 - 1.5. Various e-mails and telephonic discussions.
2. In our letter TPW/CFS/RP/LUD/REZ/SUB-25/242 (Job 15329) dated 29 November 2021 the following condition were removed from the list as stated in our letter TPW/CFS/RP/LUD/REZ/SUB-25/75 (Job 22720) dated 19 October 2020:
 - 2.1. Condition 5.2 - MR174 must be dualled between MR187 and MR27 as listed in the TIA above. The upgrading of the MR174/Welgevonden Boulevard intersection must fit the final design of the dualling of MR174.
3. Considering the size of the proposed development and the fact that the Newinbosch Development (Portion 33 of Farm 81, Stellenbosch), adjacent to this development has been approved by Stellenbosch Municipality this Branch agrees to the removal of Condition 5.4 as listed in letter TPW/CFS/RP/LUD/REZ/SUB-25/75 (Job 22720) dated 19 October 2020:
4. Condition 5.4 now needs to read as follows:

SUB-25/75	(Job 22720)	dated
SCAN NR:		
F 81/29 S		
COLLABORATOR NR:		
725780		

FILE

2022-02-23

- 4.1. The new access intersection at $\pm$ km 57.83 on MR174 must be signalised and include a right-turn lane on the northern-approach.

Yours Sincerely



SW CARSTENS

For DEPUTY DIRECTOR-GENERAL: ROADS

DATE: 14 February 2022

ENDORSEMENTS

1. Stellenbosch Municipality

Attention: Mr U von Molendorff (e-mail: ulrich.vonmolendorff@stellenbosch.gov.za)

2. UDS Africa

Attention: Ms Y Obermeyr (e-mail: yolandi@udsafrika.co.za)

3. TV3 Architects and Town Planners

Attention: Mr C Heys (e-mail: clifford@tv3.co.za)

4. District Road Engineer

Paarl

5. Mr Elroy Smith (e-mail)

6. Mr SW Carstens (e-mail)

7. Mr H Thompson (e-mail)

8. Mr B du Preez (e-mail)



MEMO

DIRECTORATE: INFRASTRUCTURE SERVICES
DIREKTORAAT: INFRASTRUKTUURDIENSTE

TO : The Director: Planning and Development

FOR ATTENTION : B Mdoda

FROM : Manager: Development (Infrastructure Services)

AUTHOR : Tyrone King

DATE : 6 October 2023

RE. : Farm 81/29, Stellenbosch: Application is made in terms of Section 15(2)(k) of the Stellenbosch Municipal Land Use Planning By-Law, promulgated by notice number 354/2015, dated 20 October 2015, for the amendment or cancellation of an approved subdivisinal plan or part thereof, including a general plan or diagram, to amend the approved Subdivisinal Plan (and phasing of the development as depicted in plan with reference Subdivisinal Plan Nr 4 (3628-P), dated 16 May 2023), for Farm No. 81/29, Stellenbosch Division (Redwood Estate). The purpose of the application is to change the internal street's width from 10m to 8m. The internal layout and number of erven/units will not change, but the narrower internal street will allow for slightly larger and more practical even.

YOUR REF : LU/15776

OUR REF : CIVIL LU 2571

FILE NR:	6-81/29 S
SCAN NR:	
COLLABORATOR NR:	758756

30 OCT 2023

RECEIVED

This Memo supersedes our Memo dated 5 Apr 2022 (2241 CIVIL LU; LU/13517) and all previous conditions related to this development.

Details, specifications and information reflected in the following documents refer:

- Redwood Estate: Subdivision Plan, Plan No 4 by TV3 dated 15/05/2023;
- SDP: Drawing No. SDP01 Rev 4 by Osmond Lange Architects and Planners dated 2023/05/05;
- Civil Services Report, by EKCON, dated 2022-05-19 Rev 1;
- Conceptual engineering services layout drawing, P3375-C-100 Rev B by EKCON dated 2023-08-17
- Traffic Impact Assessment (TIA) by ICE Group, dated 8 July 2020 (original application – 240 apartments);
- GLS report, dated 25 May 2020 (original application – 240 apartments);

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

These comments and conditions are based on the following proposed development parameters:

- Group Housing: 119 erven
- Flats: 60 units

Any development beyond these parameters would require a further approval and/or a recalculation of the Development Charges from this Directorate.

This document consists of the following sections:

A. Definitions

B. Recommendation to decision making authority

C. Specific conditions of approval: These conditions must be complied with before clearance certificate, building plan or occupation certificate approval; whichever is applicable to the development in question.

D. General conditions of approval: These conditions must be adhered to during implementation of the development to ensure responsible development takes place. If there is a contradiction between the specific and general conditions, the specific conditions will prevail:

A. Definitions

1. that the following words and expressions referred to in the development conditions, shall have the meanings hereby assigned to except where the context otherwise requires:

- (a) "*Municipality*" means the STELLENBOSCH MUNICIPALITY, a Local Authority, duly established in terms of section 9 of the Local Government Municipal Structures act, Act 117 of 1998 and Provincial Notice (489/200), establishment of the Stellenbosch Municipality (WC024) promulgated in Provincial Gazette no. 5590 of 22 September 2000, as amended by Provincial Notice 675/2000 promulgated in Provincial Gazette;
- (b) "*Developer*" means the developer and or applicant who applies for certain development rights by means of the above-mentioned land-use application and or his successor-in-title who wish to obtain development rights at any stage of the proposed development;
- (c) "*Engineer*" means an engineer employed by the "*Municipality*" or any person appointed by the "*Municipality*" from time to time, representing the Directorate: Infrastructure Services, to perform the duties envisaged in terms of this land-use approval;

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

2. that all previous relevant conditions of approval to this development application remain valid and be complied with in full unless specifically replaced or removed by the "Engineer";

B. Recommendation:

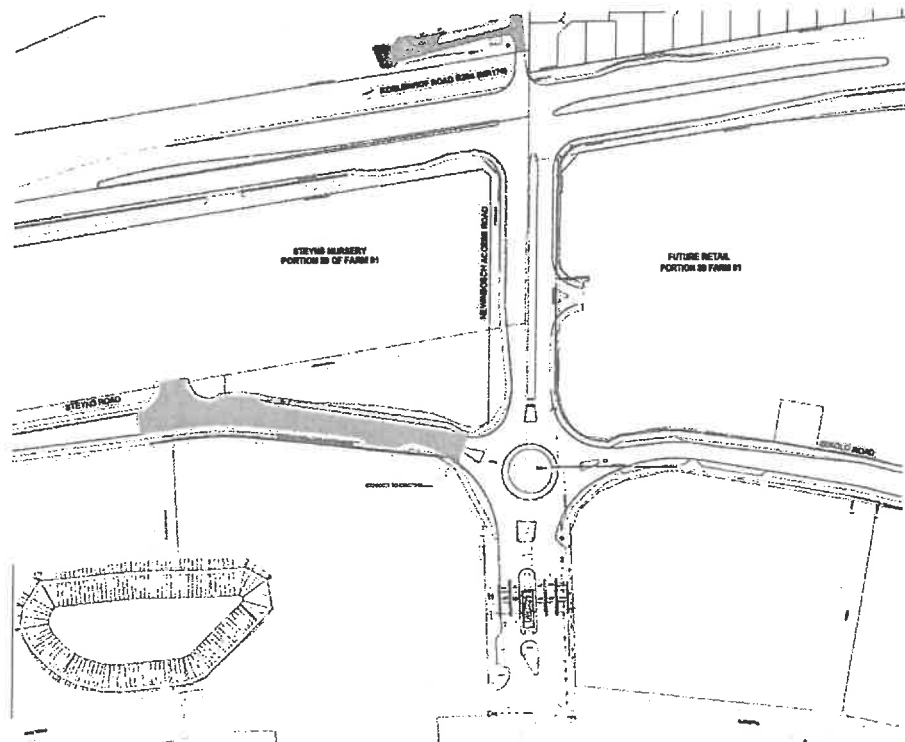
3. **The development is recommended for approval, subject to the conditions as stated below.**

C. Specific conditions of approval

4. that the following upgrades are required to accommodate the development. No taking up of proposed rights including Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law / building plan approval / occupation certificates (whichever comes first) will be allowed until the following upgrades have been completed and/or conditions have been complied with:
- a. **Stellenbosch WWTW (Waste Water Treatment Works):** The proposed development falls within the catchment area of the existing Stellenbosch WWTW (Waste Water Treatment Works). There is sufficient capacity at the WWTW for the proposed development.
 - b. **Water Network:** There is sufficient capacity in the bulk water reticulation network to accommodate the proposed development.
 - i. The development will connect to the existing 180mm diameter municipal water line in the R304.
 - ii. The Developer will be responsible for any link water pipelines between the development and the municipal network.
 - iii. The connection point identified above will be regarded as a temporary solution. The permanent connection point for this development will be to the future Kayamandi Northern reservoir zone, once this zone is implemented. The cost associated to move the connection will be for the developer.

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

- c. **Sewer Network:** The development will connect to the existing sewer network stub located at south eastern corner of the development, as indicated on the Conceptual engineering services layout drawing, P3375-C-100 Rev B by EKCON dated 2023-08-17. Details and final layout of this connection will be confirmed and approved by the municipality during detail design stage.
- i. The developer will be responsible for the registration of any servitudes required, including negotiations with the private land-owners where the sewer crosses the neighboring property (Newinbosch). Proof of servitude registration will be required before any engineering drawings are approved.
- d. **Roads Network:**
- i. The Road between the Newinbosch access road/Isikolo Road traffic circle and the development's access must be formally constructed (see below). The cost can be offset from DCs as it forms part of the municipal higher order road network for the area.



FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

- ii. The R304, from which the Development gains access, is a provincial road. Therefore any upgrades identified by the provincial roads authority will also need to be implemented by the Developer before any clearance of the development is approved by the Municipality.

e. Stormwater Network:

- i. A stormwater management plan must be submitted with the engineering drawings. The cost of any stormwater infrastructure identified required to accommodate the proposed development will be for the developer's cost;

f. Solid Waste:

- i. The Municipality will provide a solid waste removal service

Development Charges

5. that the "*Developer*" hereby acknowledges that Development Charges are payable towards the following bulk civil services: water, sewerage, roads, stormwater, solid waste and community facilities as per Council's Policy;
6. that the "*Developer*" hereby acknowledges that the development charges levy as determined by the "Municipality" and or the applicable scheme tariffs will be paid by the "*Developer*" towards the provision of bulk municipal civil services in accordance with the relevant legislation and as determined by Council's Policy, should this land-use application be approved;
7. that the "*Developer*" accepts that the Development Charges will be subject to annual adjustment up to date of payment. The amount payable will therefore be the amount as calculated according to the applicable tariff structure and DC policy at the time that payment is made;
8. that the "*Developer*" may enter into an engineering services agreement with the "*Municipality*" to install or upgrade bulk municipal services at an agreed cost, to be off-set against Development Charges payable in respect of bulk civil engineering services;
9. that the Development Charges levy as indicated on the **DC Calculation Sheet** attached, be paid by the "*Developer*" towards the provision of bulk municipal civil services in accordance with the relevant legislation and as determined by Council's Policy. This calculation is a

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

provisional calculation and an updated and final calculation will be provided at payment stage upon request from the "*Developer*".

10. that the Development Charges levy be paid by the "*Developer*" per phase –
 - prior to subdivision clearance for the erven
 - prior to building plan approval for the flats.
11. that the development shall be substantially in conformance with the Site Development Plan submitted in terms of this application. Any amendments and/or additions to the Site Development Plan, once approved, which might lead to an increase in the number of units i.e. more than **119 group housing units and 60 flats**, will result in the recalculation of the Development Charges;
12. Bulk infrastructure Development Charges and repayments are subject to VAT and are further subject to the provisions and rates contained in the Act on Value Added Tax of 1991 (Act 89 of 1991) as amended;
13. that the "*Developer*" will enter into an Engineering Services Agreement with the "*Municipality*" in respect of the implementation of any infrastructure or community facilities to be implemented in lieu of DCs if the need for such infrastructure is identified at any stage by the Municipality;

Site Development Plan

14. details of the access are to provided for approval at engineering drawing approval stage. The following guidelines will apply:
 - a. that provision be made for a two lanes in and one lane out access with a minimum **stacking distance of 20m** as prescribed by the TIA. **This requirement must be reflected on the detail design engineering drawings submitted for approval.** The stacking distances shall be measured from the edge (development side edge not the roadside edge) of the closest sidewalk or cycle lane to the entrance gate. The guiding principle is that vehicle and pedestrian traffic should not be obstructed by stacking vehicles.
 - b. The entrance and exit widths and guest parking bays as reflected on the SDP is approved in principal. The final layout will be provided at detail design stage.
15. that provision be made for a refuse room as per the specification of the standard development

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

conditions below;

16. that if the "Developer" wishes to remove the waste by private contractor, provision must still be made for a refuse room should this function in future revert back to the "Municipality";
17. that provision be made for a refuse embayment off the roadway/sidewalk to accommodate refuse removal. (Embayment to be minimum 15m x 2.5m). This must be clearly indicated on the engineering drawings when submitted for approval. The specifications of such embayment shall be as per the standard development conditions below;
18. that any amendments to cadastral layout and or site-development plan to accommodate the above requirements will be for the cost of the "Developer" as these configurations were not available at land-use application stage;

Ownership and Responsibility of services

19. that it be noted that as per the site development plan, the roads are reflected as private roads. Therefor all internal services on the said erf will be regarded as private services and will be maintained by the "Developer" and or Owner's Association;

Internal- and Link Services

20. that the "Developer", at his/her cost, construct the internal (on-site) municipal civil services for the development, as well as any link (service between internal and available bulk municipal service) municipal services that need to be provided;

Bulk Water Meter

21. that the "Developer" shall install a bulk water meter conforming to the specifications of the Directorate: Engineering Services at his cost at the entrance gate and that clearance will only be issued if the bulk watermeter is installed, a municipal account for the said meter is activated and the consumer deposit has been paid;

Solid Waste

22. For large spoil volumes from excavations, to be generated during the construction of this development, will not be accepted at the Stellenbosch landfill site. The Developer will have to

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

indicate and provide evidence of safe re-use or proper disposal at an alternative, licensed facility. This evidence must be presented to the Manager: Solid Waste (021 808 8241; clayton.hendricks@ Stellenbosch.gov.za), before building plan approval and before implementation of the development. Clean rubble can be utilized by the Municipality and will be accepted free of charge, providing it meets the required specification.

Roads

23. that the "*Developer*", at his/her cost, implement the recommendations of the approved Traffic Impact Assessment/Statement by ICE Group, dated 28 August 2019, and where required, a sound Traffic Management Plan to ensure traffic safety shall be submitted for approval by the Directorate: Infrastructure Services and the approved management plan shall be implemented by the "*Developer*", at his/her cost. If any requirement of the TIA is in conflict with one of the conditions of approval, the conditions of approval shall govern;
24. that the "*Developer*" will be held liable for any damage to municipal infrastructure within the public road reserves, caused as a direct result of the development of the subject property. The "*Developer*" will therefore be required to carry out the necessary rehabilitation work, at his/her cost, to the standards of the Directorate: Infrastructure Services;

D. General conditions of approval: The following general development conditions are applicable. If there is a contradiction between the specific and general development conditions, the specific conditions will prevail:

25. that the "*Developer*" will enter into an Engineering Services Agreement with the "*Municipality*" in respect of the implementation of the infrastructure to be implemented in lieu of DCs if the need for such infrastructure is identified at any stage by the Municipality;
26. that should the "*Developer*" not take up his rights for whatever reason within two years from the date of this memo, a revised Engineering report addressing services capacities and reflecting infrastructure amendments during the two year period, must be submitted to the Directorate: Infrastructure Services by the "*Developer*" for further comment and conditions. Should this revised Engineering report confirm that available services capacities is not sufficient to accommodate this development, then the implementation of the development must be re-planned around the availability of bulk services as any clearances for the

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

development will not be supported by the Directorate: Infrastructure Services for this development if bulk services are not available upon occupation or taking up of proposed rights;

27. that the "*Developer*" indemnifies and keep the "*Municipality*" indemnified against all actions, proceedings, costs, damages, expenses, claims and demands (including claims pertaining to consequential damages by third parties and whether as a result of the damage to or interruption of or interference with the municipalities' services or apparatus or otherwise) arising out of the establishment of the development, the provision of services to the development or the use of servitude areas or municipal property, for a period that shall commence on the date that the installation of services to the development are commenced with and shall expire after completion of the maintenance period.
28. that the "*Developer*" must ensure that he / she has an acceptable public liability insurance policy in place;
29. that, if applicable, the "*Developer*" approach the Provincial Administration: Western Cape (District Roads Engineer) for their input and that the conditions as set by the Provincial Administration: Western Cape be adhered to before Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law will be issued;
30. that the "*Developer*" informs the project team for the proposed development (i.e. engineers, architects, etc.) of all the relevant conditions contained in this approval;
31. that the General Conditions of Contract for Construction Works (GCC) applicable to all civil engineering services construction work related to this development, will be the SAICE 3rd Edition (2015);
32. that the "*Developer*" takes cognizance and accepts the following:
 - a.) that no construction of any civil engineering services may commence before approval of internal – and external civil engineering services drawings;
 - b.) that no approval of internal – and external civil engineering services drawings will be given before land-use and or SDP approval is obtained;
 - c.) that no approval of internal – and external civil engineering services drawings will be given before the "*Developer*" obtains the written approval of all affected owners where the route of a proposed service crosses the property of a third party;
 - d.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before land-use and or SDP approval is obtained;

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

- e.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before the approval of internal – and external civil engineering services drawings;
- f.) that no building plans will be recommended for approval by the Directorate: Infrastructure Services before a Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law is issued unless the “Developer” obtains the approval of the “Engineer” for construction work of his development parallel with the provision of the bulk services.

Site Development Plan

- 33. that it is recognized that the normal Site Development Plan, submitted as part of the land-use application, is compiled during a very early stage of the development and will lack engineering detail that may result in a later change of the Site Development Plan. Any later changes will be to the cost of the “Developer”;
- 34. that even if a Site Development Plan is approved by this letter of approval, a further fully detailed site plan be submitted for approval prior to the approval of engineering services plans and or building- and/or services plans to allow for the setting of requirements, specifications and conditions related to civil engineering services. Such Plan is to be substantially in accordance with the approved application and or subdivision plan and or precinct plan and or site plan, etc. and is to include a layout plan showing the position of all roads, road reserve widths, sidewalks, parking areas with dimensions, loading areas, access points, stacking distances at gates, refuse removal arrangements, allocation of uses, position and orientation of all buildings, the allocation of public and private open spaces, building development parameters, the required number of parking bays, stormwater detention facilities, connection points to municipal water- and sewer services, updated land-use diagram and possible servitudes;
- 35. that if the fully detailed Site Development Plan, as mentioned in the above item, contradicts the approved Site Development Plan, the “Developer” will be responsible for the amendment thereof and any costs associated therewith;
- 36. that an amended Site Development Plan be submitted for approval prior to the approval of building plans for new buildings not indicated on the Site Development Plan applicable to this application and or changes to existing buildings or re-development thereof;

Internal- and Link Services

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

37. that the "*Developer*", at his/her cost, construct the internal (on-site) municipal civil services for the development, as well as any link (service between internal and available bulk municipal service) municipal services that need to be provided;
38. that the Directorate: Infrastructure Services may require the "*Developer*" to construct internal municipal services and/or link services to a higher capacity than warranted by the project, for purposes of allowing other existing or future developments to also utilise such services. The costs of providing services to a higher capacity could be offset against the Development Charges payable in respect of bulk civil engineering services if approved by the Directorate: Infrastructure Services;
39. that the detailed design and location of access points, circulation, parking, loading - and pedestrian facilities, etc., shall be generally in accordance with the approved Site Development Plan and / or Subdivision Plan applicable to this application;
40. that plans of all the internal civil services and such municipal link services as required by the Directorate: Infrastructure Services be prepared and signed by a Registered Engineering Professional before being submitted to the aforementioned Directorate for approval;
41. that construction of services may only commence after municipal approval has been obtained;
42. that the construction of all civil engineering infrastructure shall be done by a registered civil engineering services construction company approved by the "*Engineer*";
43. that the "*Developer*" ensures that his/her design engineer is aware of the Stellenbosch Municipality Design Guidelines & Minimum Standards for Civil Engineering Services (as amended) and that the design and construction/alteration of all civil engineering infrastructure shall be generally in accordance with this document, unless otherwise agreed with the Engineer. The said document is available in electronic format on request;
44. that a suitably qualified professional resident engineer be appointed to supervise the construction of all internal – and external services;
45. that all the internal civil services (water, sewer and stormwater), be indicated on the necessary building plans for approval by the Directorate: Infrastructure Services;

FARM 81/29: DEVELOPMENT OF 119 GROUP HOUSING UNITS AND 60 FLATS

46. that prior to the issuing of the Certificate of Practical Completion, in terms of GCC 2015 Clause 5.14.1, all internal - and link services be inspected for approval by the "Engineer" on request by the "Developer's" Consulting Engineer;
47. that a Certificate of Practical Completion, in terms of GCC 2015 Clause 5.14.1 be issued before Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law will be issued (prior to transfer of individual units or utilization of buildings);
48. that Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law will only be issued if the bulk watermeter is installed, a municipal account for the said meter is activated and the consumer deposit has been paid;
49. that a complete set of test results of all internal – and external services (i.e. pressure tests on water - and sewer pipelines as well as densities on road structure and all relevant tests on asphalt), approved and verified by a professional registered engineer be submitted to the "Engineer" on request;
50. that the "Developer" shall be responsible for the cost for any surveying and registration of servitudes regarding services on the property;
51. that the "Developer" be liable for all damages caused to existing civil and electrical services of the "Municipality" relevant to this development. It is the responsibility of the contractor and/or sub-contractor of the "Developer" to determine the location of existing civil and electrical services;
52. that all connections to the existing services be made by the "Developer" under direct supervision of the "Engineer" or as otherwise agreed and all cost will be for the account of the "Developer".

Servitudes

53. that the "Developer" ensures that all main services including roads to be taken over by the Directorate: Infrastructure Services, all existing municipal – and or private services including roads, crossing private - and or other institutional property and any other services/roads crossing future private land/erven are protected by a registered servitude before Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law will be given;

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54. The width of the registered servitude must be a minimum of 3 m or twice the depth of the pipe (measured to invert of pipe), whichever is the highest value. The "*Developer*" will be responsible for the registration of the required servitude(s), as well as the cost thereof;
55. that the "*Developer*" obtains the written approval of all affected owners where the route of a proposed service crosses the property of a third party before final approval of engineering drawings be obtained.

Stormwater Management

56. Taking into account the recent water crisis, and associated increase in borehole usage, it is important that the groundwater be recharged as much as possible. One way of achieving the above is to consider using Sustainable Drainage Systems (SuDS) approach wrt SW management. From Red Book: "SuDS constitute an approach towards managing stormwater runoff that aims to reduce downstream flooding, allow infiltration into the ground, minimise pollution, improve the quality of stormwater, reduce pollution in water bodies, and enhance biodiversity. Rather than merely collecting and discarding stormwater through a system of pipes and culverts, this approach recognises that stormwater could be a resource." The Developer is encouraged to implement SuDS principles that are practical and easily implementable. Details of such systems can be discussed and agreed with the Municipality and must be indicated on the engineering drawings.
57. that the geometric design of the roads and/or parking areas ensure that no trapped low-points are created with regard to stormwater management. All stormwater to be routed to the nearest formalized municipal system;
58. that overland stormwater escape routes be provided in the cadastral layout at all low points in the road layout, or that the vertical alignment of the road design be adjusted in order for the roads to function as overland stormwater escape routes. If this necessitates an amendment of the cadastral layout, it must be done by the "*Developer*", at his/her cost, to the standards of the Directorate: Infrastructure Services;
59. that the design engineer needs to apply his/her mind to ensure a design that will promote a sustainable urban drainage system which will reduce the impacts of stormwater on receiving aquatic environments;
60. that no disturbance to the river channel or banks be made without the prior approval in accordance with the requirements of the National Water Act;

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61. that the consulting engineer, appointed by the "*Developer*", analyses the existing stormwater systems and determine the expected stormwater run-off for the proposed development, for both the minor and the major storm event. Should the existing municipal stormwater system not be able to accommodate the expected stormwater run-off, the difference between the pre- and post-development stormwater run-off must be accommodated on site, or the existing system must be upgraded to the required capacity at the cost of the "*Developer*" and to the standards and satisfaction of the Directorate: Infrastructure Services. The aforementioned stormwater analysis is to be submitted concurrent with the detail services plans;
62. that for larger developments, industrial developments or developments near water courses a stormwater management plan for the proposed development area, for both the minor and major storm events, be compiled and submitted for approval to the Directorate: Infrastructure Services.
63. that the approved management plan be implemented by the "*Developer*", at his/her cost, to the standards of the Directorate: Infrastructure Services. The management plan, which is to include an attenuation facility, is to be submitted concurrent with the detail services plans;
64. that in the case of a sectional title development, the internal stormwater layout be indicated on the necessary building plans to be submitted for approval.
65. that no overland discharge of stormwater will be allowed into a public road for even with catchment areas of more than 1500m² and for which it is agreed that no detention facilities are required. The "*Developer*" needs to connect to the nearest piped municipal stormwater system with a stormwater erf connection which may not exceed a diameter of 300mm.

Roads

66. that, where applicable, the application must be submitted to the District Roads Engineer for comment and conditions. Any conditions set by the District Roads Engineer will be applicable;
67. that, prior to commencement of any demolition / construction work, a traffic accommodation plan for the surrounding roads must be submitted to the Directorate: Infrastructure Services for approval, and that the approved plan be implemented by the "*Developer*", at his/her cost, to the standards of the Directorate: Infrastructure Services;

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Wayleaves

68. that way-leaves / work permits be obtained from the Directorate: Infrastructure Services prior to any excavation / construction work on municipal land or within 3,0m from municipal services located on private property;
69. that wayleaves will only be issued after approval of relevant engineering design drawings;
70. that it is the Developer's responsibility to obtain wayleaves from any other authorities/service provider's who's services may be affected.

Owner's Association (Home Owner's Association or Body Corporate)

71. that an Owner's Association be established in accordance with the provisions of section 29 of the Stellenbosch Municipal Land Use Planning By-law and shall come into being upon the separate registration or transfer of the first deducted land unit arising from this subdivision;
72. that the Owner's Association take transfer of the private roads simultaneously with the transfer or separate registration of the first deducted land portion in such phase;
73. that in addition to the responsibilities set out in **section 29** of the Stellenbosch Municipal Land Use Planning By-law, the Owner's Association also be responsible for the maintenance of the private roads, street lighting, open spaces, retention facilities and all internal civil services;
74. that the Constitution of the Owner's Association specifically empower the Association to deal with the maintenance of the roads, street lighting, open spaces, retention facilities and all internal civil services;
75. that the Constitution of the Owner's Association specifically describes the responsibility of the Owner's Association to deal with refuse removal as described in the "Solid Waste" section of this document;

Solid Waste

76. The reduction, reuse and recycle approach should be considered to waste management:
 - Households to reduce waste produced
 - Re-use resources wherever possible
 - Recycle appropriately

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To give effect to the above, the following are some typical waste minimization measures that should be implemented by the Developer, to the satisfaction of the Stellenbosch Municipality:

- Procedures should be stipulated for the collection and sorting of recyclable materials;
- Provision should be made for centralized containers for recyclable materials including cardboard, glass, metal, and plastic and green waste;
- A service provider should be appointed to collect recyclable waste. Such service provider must be legally compliant in terms of all Environmental Legislation and/or approved by the Municipality's Solid Waste Management Department;
- Procedures for removal of waste (materials that cannot be reused or recycled) from the site should be stipulated;
- General visual monitoring should be undertaken to identify if these measures are being adhered to;
- Record shall be kept of any steps taken to address reports of dumping or poor waste management within the Development;

Where an Owner's Association is to be established in accordance with the provisions of section 29 of the Stellenbosch Municipal Land Use Planning By-law, the Constitution of the Owner's Association shall incorporate the above in the Constitution and:

- Each party's (Developer/Owner's Association/Home Owner) responsibilities w.r.t. waste management and waste minimization should be clearly defined in such constitution
- A set of penalties for non-compliance should be stipulated in the Constitution

77. that it be noted that the Solid Waste Branch will not enter private property, private roads or any access controlled properties for the removal of solid waste;
78. that the "*Developer*" must apply and get approval from the Municipality's Solid Waste Department for a waste removal service prior to clearance certificate or occupation certificate (where clearance not applicable). Contact person Mr Saliem Haider, 021 808 8241; saliem.haider@ Stellenbosch.gov.za;
79. that should it not be an option for the "*Municipality*" to enter into an agreement with the "*Developer*" due to capacity constraints, the "*Developer*" will have to enter into a service agreement with a service provider approved by the "*Municipality*" prior to clearance certificate or occupation certificate (where clearance not applicable);

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80. that if the "Developer" wishes to remove the waste by private contractor, provision must still be made for a refuse room should this function in future revert back to the "Municipality";
81. Access to all properties via public roads shall be provided in such a way that collection vehicles can complete the beats with a continuous forward movement;
82. Access shall be provided with a minimum travelable surface of 5 meters width and a minimum corner radii of 5 meters;
83. Maximum depth of cul-de-sac shall be 20 meters or 3 erven, whichever is the lesser. Where this requirement is exceeded, it will be necessary to construct a turning circle with a minimum turning circle radius of 11m or, alternatively – a turning shunt as per the Directorate: Infrastructure Services' specifications. With respect to the latter, on street parking are to be prohibited by way of "red lines" painted on the road surface as well as "no parking" signboards as a single parked vehicle can render these latter circles and shunts useless;
84. Minimum turning circle radius shall be 11 meters to the center line of the vehicle;
85. Road foundation shall be designed to carry a single axle load of 8.2 tons;
86. Refuse storage areas are to be provided for all premises other than single residential erven;
87. Refuse storage areas shall be designed in accordance with the requirements as specified by the Solid Waste Branch. Minimum size and building specifications is available from the Solid Waste Branch;
88. A single, centralized, refuse storage area which is accessible for collection is required for each complete development. The only exception is the case of a single residential dwelling, where a refuse storage area is not required;
89. The refuse storage area shall be large enough to store all receptacles needed for refuse disposal on the premises, including all material intended to recycling. No household waste is allowed to be disposed / stored without a proper 240 l Municipal wheelie bin;
90. The size of the refuse storage area depends on the rate of refuse generation and the frequency of the collection service. For design purposes, sufficient space should be available to store two weeks' refuse;

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91. Where the premises might be utilized by tenants for purposes other than those originally foreseen by the building owner, the area shall be sufficiently large to store all refuse generated, no matter what the tenant's business may be;

92. All black 85 l refuse bins or black refuse bags is in the process of being replaced with 240 l black municipal wheeled containers engraved with WC024 in front, and consequently refuse storage areas should be designed to cater for these containers. The dimensions of these containers are:

Commercial and Domestic : 585 mm wide x 730 mm deep x 1100 mm high

93. With regard to flats and townhouses, a minimum of 50 litres of storage capacity per person, working or living on the premises, is to be provided at a "once a week" collection frequency;

94. Should designers be in any doubt regarding a suitable size for the refuse storage area, advice should be sought from the Solid Waste Department : Tel 021 808-8224

95. Building specifications for refuse storage area:

Floor

The floor shall be concrete, screened to a smooth surface and rounded to a height of 75mm around the perimeter. The floor shall be graded and drained to a floor trap (See: Water Supply and Drainage).

Walls and Roof

The Refuse Storage Area shall be roofed to prevent any rainwater from entering. The walls shall be constructed of brick, concrete or similar and painted with light color high gloss enamel. The height of the room to the ceiling shall be not less than 2.21 meters.

Ventilation and Lighting

The refuse storage area shall be adequately lit and ventilated. The room shall be provided with a lockable door which shall be fitted with an efficient self-closing devise. The door and ventilated area shall be at least 3 metres from any door or window of a habitable room. Adequate artificial lighting is required in the storage area.

Water Supply and Drainage

A tap shall be provided in the refuse storage area for washing containers and cleaning spillage. The floor should be drained towards a 100 mm floor trap linked to a drainage pipe

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which discharges to a sewer gully outside the building. In some cases a grease gully may be required.

96. Should the refuse storage area be located at a level different from the level of the street entrance to the property, access ramps are to be provided as stairs are not allowed. The maximum permissible gradient of these ramps is 1:7;
97. A refuse bay with minimum dimensions of 15 meters in length x 2, 5 meters in width plus 45 degrees splay entrance, on a public street, must be provided where either traffic flows or traffic sight lines are affected. The refuse bays must be positioned such that the rear of the parked refuse vehicle is closest to the refuse collection area;
98. Any containers or compaction equipment acquired by the building owner must be approved by the Directorate: Infrastructure Services, to ensure their compatibility with the servicing equipment and lifting attachments;
99. Refuse should not be visible from a street or public place. Suitable screen walls may be required in certain instances;
100. Access must be denied to unauthorized persons, and refuse storage areas should be designed to incorporate adequate security for this purpose;
101. All refuse storage areas shall be approved by the Directorate: Infrastructure Services, to ensure that the Council is able to service all installations, irrespective of whether these are currently serviced by Council or other companies;

AS-BUILTs

102. The "*Developer*" shall provide the "*Municipality*" with:

- a. a complete set of as-built paper plans, signed by a professional registered engineer;
- b. a CD/DVD containing the signed as-built plans in an electronic DXF-file format, reflecting compatible layers and formats as will be requested by the "*Engineer*" and is reflected herewith as Annexure X;
- c. a completed Asset Verification Sheet in Excell format, reflecting the componitization of municipal services installed as part of the development. The Asset Verification Sheet

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will have to be according to the IMQS format, as to be supplied by the "Engineer", and is to be verified as correct by a professional registered engineer;

d. a complete set of test results of all internal – and external services (i.e. pressure tests on water - and sewer pipelines as well as densities on road structure and all relevant tests on asphalt), approved and verified by a professional registered engineer;

e. Written verification by the developer's consulting engineer that all professional fees in respect of the planning, design and supervision of any services to be taken over by the "Municipality" are fully paid;

103. All relevant as-built detail, as reflected in the item above, of civil engineering services constructed for the development, must be submitted to the "Engineer" and approved by the "Engineer" before any application for Certificate of Clearance will be supported by the "Engineer";

104. The Consulting Civil Engineer of the "Developer" shall certify that the location and position of the installed services are in accordance with the plans submitted for each of the services detailed below;

105. All As-built drawings are to be signed by a professional engineer who represents the consulting engineering company responsible for the design and or site supervision of civil engineering services;

106. Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law shall not be issued unless said services have been inspected by the "Engineer" and written clearance given, by the "Engineer";

Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law

107. It is specifically agreed that the "Developer" undertakes to comply with all conditions of approval as laid down by the "Municipality" before clearance certificates shall be issued, unless otherwise agreed herein;

108. that the "Municipality" reserves the right to withhold any clearance certificate until such time as the "Developer" has complied with conditions set out in this contract with which he/she is in default. Any failure to pay monies payable in terms of this contract within 30 (thirty) days after an account has been rendered shall be regarded as a breach of this agreement and the

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"Municipality" reserves the right to withhold any clearance certificate until such time as the amount owing has been paid;

109. that clearance will only be given per phase and the onus is on the *"Developer"* to phase his development accordingly;
110. **The onus will be on the "Developer" and or his professional team to ensure that all land-use conditions have been complied with before submitting an application for a Section 28 Certification in terms of the Stellenbosch Municipal Land Use Planning By-law. Verifying documentation (proof of payment in respect of Development Charges, services installation, etc.) must be submitted as part of the application before an application will be accepted by this Directorate;**
111. that any application for Certificate of Clearance will only be supported by the *"Engineer"* once all relevant as-built detail, as reflected in the item "AS-BUILT's" of this document, is submitted to the *"Engineer"* and approved by the *"Engineer"*.

Streetlighting

112. The *"Developer"* will be responsible for the design and construction at his own expense of all internal street lighting services and street lighting on link roads leading to his development (excluding Class 1, 2 and 3 Roads) according to specifications determined by the municipality's Manager: Electrical Services and under the supervision of the consulting engineer, appointed by the *"Developer"*;
113. Prior to commencing with the design of street lighting services, the consulting electrical engineer, as appointed by the *"Developer"* must acquaint himself with, and clarify with the municipality's Manager: Electrical Engineering, the standards of materials and design requirements to be complied with and possible cost of connections to existing services;
114. The final design of the complete internal street lighting network of the development must be submitted by the consulting electrical engineer, as appointed by the *"Developer"*, to the municipality's Manager: Electrical Engineering for approval before any construction work commences;
115. Any defect with the street lighting services constructed by the *"Developer"* which may occur during the defects liability period of 12 (TWELVE) months and which occurs as a result of defective workmanship and/or materials must be rectified immediately / on the same day the

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defect was brought to the attention of the consulting electrical engineer, appointed by the "Developer". Should the necessary repair work not be done within the said time the "Municipality" reserves the right to carry out the repair work at the cost of the "Developer";

116. The maintenance and servicing of all private internal street lighting shall be the responsibility and to the cost of the "Developer" and or Home Owner's Association.



TYRONE KING Pr Tech Eng

MANAGER: DEVELOPMENT (INFRASTRUCTURE SERVICES)

W:\2.0 DEVELOPMENT\01 Land Use applications\2571 (TK) Farm 81-29 Stellenbosch (LU-15776 TP394-2023), Redwood Estate III\2571 Farm 81-29 Stellenbosch (LU-15776 TP394-2023).doc

ATTACHMENT X

Geographic Information System (GIS) data capturing standards

In drawing up the As-build Plans relating to this development, the consultant must create the following separate layers in ESRI .shp, electronic file format in order for the data to reflect spatially correct.

Layer name	Content
TITLE	Title information, including any endorsements and references
NOTES	All noted information, both from the owner / surveyor and SG
PARENT_PROPLINES	Parent property lines
PARENT_PROPNUM	Parent erf number (or portion number)
PROPLINES	New portion boundaries
PROPANNO	New erf numbers
SERVLINES	Servitude polygons
SERVANNO	Servitude type
STREET_NAMES	Road centre lines with street names
STREET_NUMBERS	Points with street numbers
COMPLEX BOUNDARIES	Where applicable, polygon with complex name (mention whether gated or not and if so, where gates are)



Stellenbosch Municipality

Development Charge Calculation



APPLICATION INFORMATION	
Application Number:	DC 2571 Farm 81-29 Stellenbosch (LL-15778 TP394-2023)
Development Name:	Redwood Estate / Steyns Nursery
Date:	18 September 2023
Financial Year:	2023/2024
Erf Location (Selected from 7 Locations):	Stellenbosch Town
Erf Region (Select Urban or Rural):	Urban
Erf No. / Farm No.:	Farm 81-29
DC Parameters Reference:	Redwood Estate Subdivision Plan, Plan No 4 by TV3 dated 15/05/2023

SUMMARY OF DC CALCULATION									
Service:	Water	Sewer	Stormwater	Solid Waste	Roads & Transport	Sub Total (Cvtl Eng Services)	Community	Totals	
Unit(s):	klday	klday	ha°C	t/week	trips/day		persons		
Total Increased Services Usage:	98.4	83.5	2.822	7.16	611.25		716		
Total Service Reduction:	0	0	0	0	0.0		0		
Total Service Usage after Reduction:	98.40	83.50	2.82200	7.160	611.3		716		
Charges before adjusting for positive only, before Deductions	R 3 083 636.93	R 2 879 979.54	R 543 189.60	R 700 331.19	R 3 689 038.74	R 10 896 176.00	R 2 762 024.85	R	13 658 200.84
Charges adjusted for positive only, before Deductions	R 3 083 636.93	R 2 879 979.54	R 543 189.60	R 700 331.19	R 3 689 038.74	R 10 896 176.00	R 2 762 024.85	R	13 658 200.84
Total Deductions:	R -	R -	R -	R -	R -	R -	R -	R	-
Total Development Charges Payable (excluding VAT):	R 3 083 636.93	R 2 879 979.54	R 543 189.60	R 700 331.19	R 3 689 038.74	R 10 896 176.00	R 2 762 024.85	R	13 658 200.84
VAT:	R 462 545.54	R 431 996.83	R 81 478.44	R 105 048.68	R 553 355.81	R 1 634 426.40	R 414 303.73	R	2 048 730.13
Total Development Charges Payable (including VAT):	R 3 546 182.47	R 3 311 976.47	R 624 668.04	R 805 380.86	R 4 242 394.55	R 12 530 602.40	R 3 176 328.57	R	18 706 938.87

APPLICANT INFORMATION	
Application Processed by:	Tyrone King
Signature:	
Notes:	

Charges before adjusting for positive only, before Deductions															
Charges adjusted for positive only, before Deductions															
Deductions per service (from usage reductions)															
Discount Deduction (%)															
Additional Deduction per service - from Service Agreement (sum)															
Sub Total after Adjustments and Deductions (excluding VAT)															
VAT															
Totals															
Total Development Charges															