



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/19004

Our File Reference Number: Erf 17488, Stellenbosch

Your Reference Number:

Enquiries: Ulrich von Molendorff

Contact No: 021 – 808 8682

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

PER E-MAIL [REDACTED]

Sir / Madam

APPLICATION FOR PERMISSION REQUIRED IN TERMS OF A CONDITION OF APPROVAL: ERF 17488, STELLENBOSCH

1. The above application refers.

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

2.1 That the following application in terms of Section 15(2) of the Stellenbosch Municipal Land Use Planning Bylaw on Erf 17488, Stellenbosch for:

2.1.1 a Permission required in terms of a Condition of Approval, in terms of Section 15(2)(l) of the bylaw to approve the Constitution of the Stellenbosch Village Home Owners Association.

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

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

3.1. The approval only applies to the proposed 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.

- 3.2. The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed use.
- 3.3. The Stellenbosch Village Home Owners Association and its members be subject to the endorsed Constitution of the Stellenbosch Village Home Owners Association attached as **APPENDIX 2**.

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

- 4.1. The constitution will not change the previous approvals granted of a retirement village.
- 4.2. No public amenities and services will be affected by this constitution.
- 4.3. The development intend, in this constitution still remains in line with the approved land use rights for a retirement village.

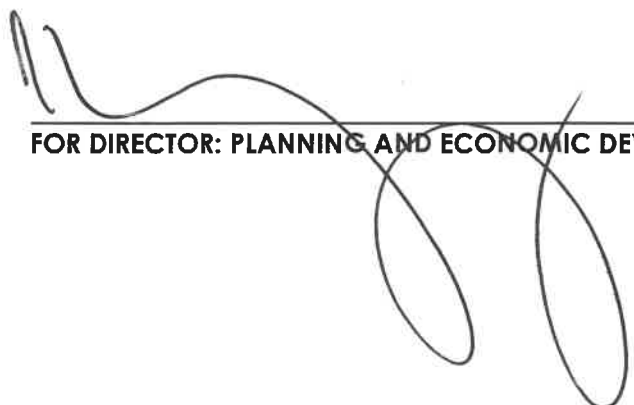
5. Matters **to be noted**:

- 5.1. None

- 6. 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.
- 7. 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.
- 8. **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**
- 9. 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.

10. 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.
11. 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.
12. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.
13. 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



FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

10/6/2025

DATE

CONSTITUTION OF STELLENBOSCH VILLAGE HOME OWNERS ASSOCIATION

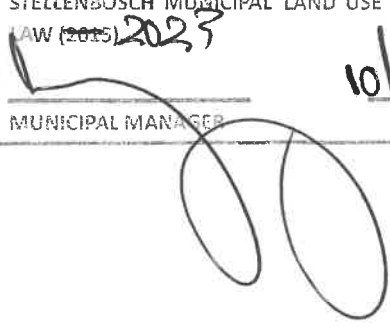
STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015) <u>2023</u>	
 MUNICIPAL MANAGER	<u>10/6/2025</u> DATE

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MEMBERS AND OWNERS' RIGHTS AND OBLIGATIONS

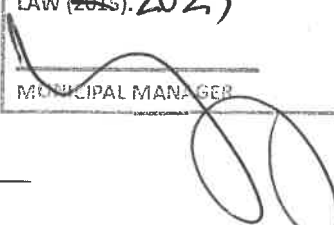
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Witness: _____

Initial: Nominated Occupant/Holder: _____

RECORDAL

1. The Developer will develop Erf 17488 Stellenbosch for purposes of retirement village aimed at elderly persons to occupy properties aged 60 years of age and older, his/her home or healthcare assistant or family member as determined and defined in this Constitution. The development will be called STELLENBOSCH VILLAGE and is laid out on general plan no. SG644/2020 and will comprise the following:
 - a) Turnkey properties for sale to prospective purchasers;
 - b) Plot-and-Plan properties for purposes of selling a property to a prospective purchaser for purposes of that purchaser to commence with the building works of a dwelling and/or the developer to commence the building works and a prospective purchaser to take over the building works; and
 - c) Life Right Housing Development, to enter into agreements whereby Life Rights will be granted to the GRANTEES/OCCUPIERS in respect of the Residential Dwellings and Serviced Apartments which Life Rights will comprise housing as defined in the Retired Persons Act ("RPA") on the land being Residential Dwellings and/or Apartments, a Lifestyle Centre comprising a Health Care Centre, Gym, Kitchen and other facilities, and these together with the recreational areas will be managed as distinct commercial entities.
2. Each person purchasing a property mentioned in (a) to (c) above, or occupying such property, shall become a member of the Association and acknowledge and agree that he/she/it shall be bound by the provisions of this Constitution insofar as it affects such ownership.
3. It is noted that the Developer will maintain a continuing direct financial interest in the financial operations and day-to-day management of the Development, until the development period is terminated.
4. The Developer shall exercise control over the Stellenbosch Village Homeowners Association for the duration of the Development Period. The Development Period shall be deemed to have ended when 75% of all or potential erven, sectional title units, and life rights have been transferred or sold,. Thereafter, governance of the Association shall transition to an elected Board of Trustees appointed by the Members, in accordance with the provisions of the Community Schemes Ombud Service Act.

It should further noted that a 25 (Twenty Five) percent Capital Contribution and Exit Levy shall be payable by the Seller from the purchase price of a residential property sold, to be distributed as follows:

- a) 20 (Twenty) percent to the Developer.
- b) 5 (Five) percent to the Association.
- c) Upon the resale or transfer of a Life Right, the Developer shall be entitled to a capital contribution fee, provided that such contribution is disclosed in the Life Right Contract, in accordance with the Housing Development Schemes for Retired Persons Act, No. 65 of 1988 as set out in clause 45.2 below.

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NOW THEREFORE the Constitution of the Association shall be as follows:

1. INTRODUCTION AND NAME

- 1.1 This document comprises the constitution of the Association for the retirement village development, Stellenbosch Village. All owners, residents and office-bearers within the Development are bound by the provisions hereof and whatever is legitimately done, performed or resolved in terms hereof.
- 1.2 Stellenbosch Village shall be under the management, administration and control of an association to be known as the Stellenbosch Village Homeowners Association ("the Association").
- 1.3 Where a Sectional Title Scheme is registered within Stellenbosch Village, a separate Body Corporate shall be established in accordance with the Sectional Titles Schemes Management Act, No. 8 of 2011, to oversee the governance, levies, and common property of such units. Owners of Sectional Title units shall be subject to both the provisions of this Constitution and the rules of the Body Corporate. The Stellenbosch Village Homeowners Association shall not assume the powers of a Body Corporate unless expressly authorized in terms of applicable legislation.

2. OBJECTS

Subject to the rights, functions and powers reserved by the Developer for the Development Period in terms of this Constitution, the objects of the Association shall be as follows:

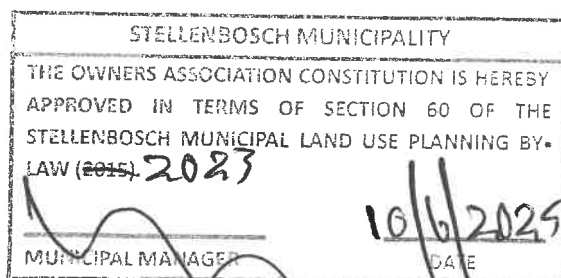
- 2.1 To serve as the Association for all Members and Residents within the Development, to manage, administer and control all aspects of common interest to Members, to manage the Development, its facilities and the usage thereof in terms of the provisions of this Constitution, the Alienation of Land Act, the Sectional Titles Act no. 95/1986 (if applicable), the Sectional Titles Schemes Management Act no. 8/2011 (if applicable) and the Retired Persons Act no. 65/1988.
- 2.2 To establish a fund for expenses of the Association, including provision for future expenses and contingencies.
- 2.3 The Association shall determine and collect levies from Members, apportioned as follows:
 - a) Freehold Property Owners shall contribute to the general operating expenses of the Association and the maintenance of common property;
 - (b) Sectional Title Owners shall pay levies to the Body Corporate in accordance with the Sectional Titles Schemes Management Act, as well as any levies due to the Association for shared common facilities;
 - (c) Life Right Holders shall only be liable for levies directly related to the maintenance of facilities and services they utilize, and shall not contribute to capital reserves of the Body Corporate or Homeowners' Association, in accordance with the Housing Development Schemes for Retired Persons Act, No. 65 of 1988.
- 2.4 The Association shall ensure compliance with all legal requirements of relevant national and municipal legislation, including but not limited to the Community Schemes Ombud Service Act, No. 9 of 2011, the Sectional Titles Schemes Management Act, No. 8 of 2011

Witness: _____

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(where applicable), the Housing Development Schemes for Retired Persons Act, No. 65 of 1988, and the Stellenbosch Municipality Land Use Planning By-Law, 2023. All members shall be bound by these provisions in addition to the rules of the Association.

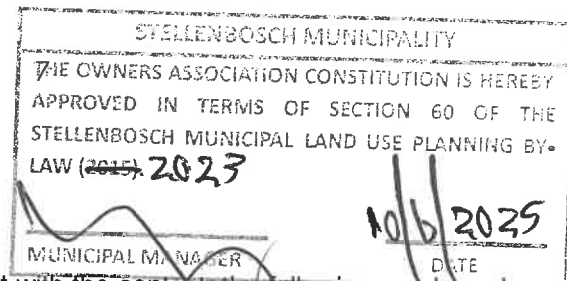
- 2.5 The Association shall be responsible for maintaining all common land, services, facilities, and installations within the Development, excluding any municipal services officially ceded to the Stellenbosch Municipality. The Association shall ensure that maintenance and infrastructure contributions are proportionately distributed in accordance with property type and applicable legislation.
- 2.6 In general:
- 2.6.1 to ensure the maintenance and promotion of harmony in the physical and social environment of the Development.
 - 2.6.2 to promote and encourage Residents to maintain at all times the interior of their Dwellings/Apartments at their expense.
 - 2.6.3 to protect and promote the interests of the Association and its Members.
 - 2.6.4 to control the alienation and transfer of Life Rights within the Development to ensure compliance with this Constitution and the Housing Development Schemes for Retired Persons Act, No. 65 of 1988. All Life Rights transactions must be structured in accordance with RPA requirements, including full disclosure of financial obligations, exit fees, and refund policies to prospective grantees. Any changes to levies or financial contributions for Life Right holders must be justified and communicated as per RPA regulations.
 - 2.6.5 to maintain and insure, where necessary, the common facilities of the Development and to control the use thereof subject to the provisions of this Constitution.
 - 2.6.6 to create, amend from time to time and enforce Conduct Rules or other rules for the management of the Development, as the Trustees may deem necessary.
 - 2.6.7 to enforce the Landscaping and Garden Guidelines (if ever implemented) for the maintenance of aesthetic integrity and high physical and visual standards within the Development.
 - 2.6.8 the Association shall have the powers to perform such acts as are necessary and reasonably required to accomplish the fulfilment of foregoing objects including, but not restricted, to powers specifically contained in this Constitution.



Witness: _____

Initial: Nominated Occupant/Holder: _____

3 DEFINITIONS



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

- 3.1 **"Alienate"** in relation to a Life Right shall have the meaning assigned to it in the RPA;
- 3.2 **"Architect"** means such architect or architects or their successors, as may be appointed by the Developer and subsequently by the Trustees from time to time;
- 3.3 **"Association"** means the Stellenbosch Village Homeowners Association;
- 3.4 **"Auditors"** means the auditors of the Association as may be appointed from time to time by the Trustees;
- 3.5 **"Chairman"** means a permanent employee of the Developer, who shall also be the chairman of the Trustees and shall serve as chairman at all general meetings of the Association, subject to his/her availability;
- 3.6 **"Common Property"** means those areas designated as common property for use of development purposes at the exclusion of the Members of the development;
- 3.7 **"Conduct Rules"** means the conduct rules applicable to the Development and attached hereto;
- 3.8 **"Constitution"** means this Constitution for the Stellenbosch Village Development, for managing and regulating the development, including its governance structure, operational obligations, and the rights and responsibilities of Members and the Trustees;
- 3.9 **"Design Guidelines"** means the architectural guidelines prepared by the Architect at the instance of the Developer and includes all/any amendments made thereto from time to time;
- 3.10 **"Developer"** means the developer of the Development Stellenbosch Village namely: WATKINSON VILLAGE 3 (PTY) LTD Registration Number 2009/022360/07, and/or its successors in title and assigns;
- 3.11 **"Developer Trustee"** means the trustee appointed from time to time by the Developer during the Development Period in terms of this Constitution;
- 3.12 **"Development Period"** means the period while the Developer has a financial interest in the Development and/or the period in which dwellings are constructed in respect of Plot-and-Plan contracts, or upon the Developer notifying the Trustees in writing of termination of the Development Period, whichever occurs first;
- 3.13 **"Dwelling"** means a home for residential purposes constructed on the development, which may be sold or form part of the Life Rights component of the development;
- 3.14 **"Land" / "Property"** means Erf 17488 Stellenbosch;
- 3.15 **"Landscaping and Garden Guidelines"** means the landscaping and garden guidelines applicable to the Development and includes all/any amendments made thereto from time to time;

Witness: _____

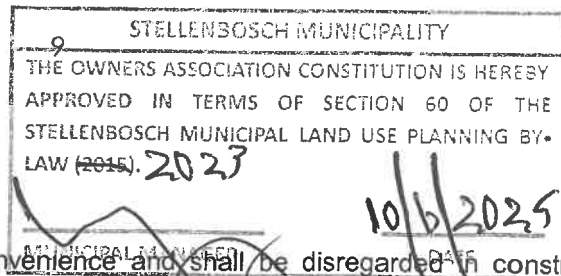
Initial: Nominated Occupant/Holder: _____

- 3.16 **"Levy" and "Levies"** means the levy/levies or contribution/s due to the Association by the specific Members in accordance with ownership in the development, in terms of this Constitution;
- 3.17 **"Managing Agent"** means any person or entity appointed by the Developer and thereafter by the Trustees from time to time, to undertake the management and administrative functions of the Association which may include the management of Life Rights with the Developer;
- 3.18 **"Management Agreement"** means the management agreement entered into between the Developer/Trustees and the Managing Agent;
- 3.19 **"Members"** means collectively the Developer (until termination of the Development Period), Resident Owners and Life Right Owners and Occupants;
- 3.20 **"Life Rights Owners and Occupant/s"** means the persons, at the age of 60 years and/or older, nominated as occupants of a Dwelling in terms of the Life Right Agreement and includes Life Right Members, Occupants, Tenants, Lessees and/or visitors;
- 3.21 **"OPA"** means the Older Persons Act 13 of 2006;
- 3.22 **"Ordinary Resolution"** means a resolution passed by more than 50 (Fifty) percent of the Members present at a General Meeting and entitled to vote;
- 3.23 **"Owner Trustees"** means the trustees appointed in terms of this Constitution from time to time by the Owner;
- 3.24 **"Prime Rate"** means the publicly quoted basic rate of interest per annum, compounded monthly in arrears and calculated on a 365 (Three Hundred and Sixty-Five) day year factor irrespective of whether the year is a leap year or not, from time to time published by financial institutions as being its prime overdraft rate. A certificate issued under the hand of any manager or official (whose authority and appointment it shall not be necessary to prove) of a financial institution as to the Prime Rate from time to time shall, in the absence of manifest error, constitute prima facie evidence of such rate;
- 3.25 **"Resident Owner"** means any person, at the age of 60 years and/or older, who purchased a Dwelling within the Development and shall include any Occupants, Tenants and/or visitors to the Dwelling, and shall exclude Life Right Members;
- 3.26 **"RPA"** means the Housing Development Schemes for Retired Persons Act 65 of 1988;
- 3.27 **"the Development"** means the housing development in terms of residential ownership and ownership as defined in the RPA known as Stellenbosch Village, and comprises the Land, the buildings and the improvements thereon;
- 3.28 **"Trustees"** means the trustees appointed in terms of clause 12 of this Constitution and includes alternate and co-opted trustees.

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4 INTERPRETATION

- 4.1 The clause headings are for convenience and shall be disregarded in construing this constitution.
- 4.2 Unless the context clearly indicates a contrary intention:
- 4.2.1 the singular shall include the plural and *vice versa*; and
 - 4.2.2 a reference to any one gender shall include the other genders; and
 - 4.2.3 a reference to natural persons includes legal persons and *vice versa*.
- 4.3 When any number of days is prescribed in this Constitution, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 4.4 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 4.5 Annexures to this Constitution are deemed to be incorporated in, and form part of, this Constitution.

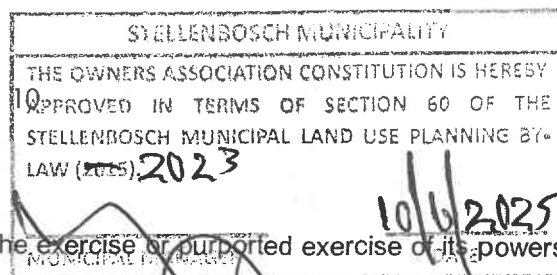
ESTABLISHMENT, STATUS, MEMBERSHIP, AND FUNCTIONS

5 ESTABLISHMENT

- 5.1 It is recorded that the Association shall be deemed to be established on the date of registration of the first property in the development to the purchaser thereof.
- 5.2 The Association may only be dissolved by a unanimous resolution of the Owners and Members and approval from the Stellenbosch Municipality and CSOS.

6 STATUS

- 6.1 The Association 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, and this Constitution shall be binding upon all Members.
- 6.2 The Association shall have perpetual succession and shall be capable of suing and being sued in its own name in respect of:
- 6.2.1 any contract made by it;
 - 6.2.2 any damage to the Development;
 - 6.2.3 any matter in connection with Development for which the Association is liable or in terms of which the rights of the Association or its Members need to be enforced or protected;



6.2.4 any matter arising out of the exercise or purported exercise of its powers or the performance of its duties.

6.3 No part of the income of the Association may be paid or refunded to any Member, except to settle any debt to such Member that the Association may have.

6.4 No Member in his personal capacity shall have any right, title or interest to or in the funds or assets of the Association, which shall vest in the Association and be controlled by the Trustees, according to the objects of the Association and the provisions of this Constitution.

7 MEMBERSHIP

7.1 The Members of the Association shall consist of the Developer, the Owner of a residential property and owners of Life Rights properties.

7.2 Membership shall commence as follows:

7.2.1 The Developer shall be a Member from the date of establishment of the Association but shall cease to be a Member upon the earlier of (i) the sale of 75% of all erven, sectional title units, and life rights, or (ii) five (5) years from the date of registration of the first transfer. Thereafter, all governance of the Association shall transition to an elected Board of Trustees appointed by the Members, in accordance with the provisions of the Community Schemes Ombud Service Act, No. 9 of 2011;

7.2.2 In the case of a residential owner, on the date of registration of the property in its name;

7.2.3 In the case of a Life Right Member, on the date of occupation in terms of the Life Right Contract and ceasing automatically on the date upon which the Life Right terminates.

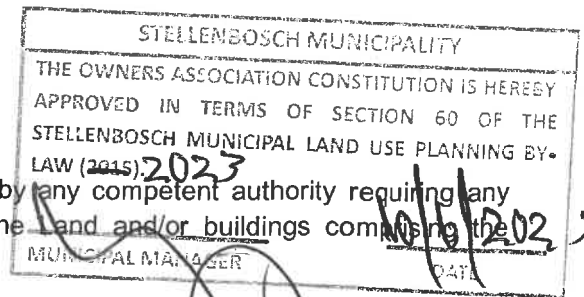
7.3 Membership shall be automatic and compulsory, provided that the obligations of Life Right Members shall be limited to those responsibilities set out in their Life Right Contract and in accordance with the Housing Development Schemes for Retired Persons Act, No. 65 of 1988. All personal information collected from Members shall be processed and stored in compliance with the Protection of Personal Information Act, No. 4 of 2013, and Members shall have the right to request access to their personal data in accordance with the Promotion of Access to Information Act, No. 2 of 2000.

8 FUNCTIONS AND POWERS OF THE ASSOCIATION

8.1 Subject to any restriction imposed or direction given at a General Meeting of Members, it shall be the function and duty of the Association—

8.1.1 to insure the building or buildings relating to the Development and keep such insured to its replacement value against fire;

8.1.2 to insure against such other risks as the Members may by Ordinary Resolution determine;



- 8.1.3 to comply with any notice or order by any competent authority requiring any repairs to, or work in respect of, the Land and/or buildings comprising the Development;
- 8.1.4 to ensure compliance with all laws relating to the Development or to any improvements on the Land;
- 8.1.5 control, manage and administer the Development for the benefit of all Members;
- 8.1.6 keep in a state of good and serviceable repair and properly maintain the plant, machinery, fixtures and fittings, including elevators (where applicable), used in connection with the Development;
- 8.1.7 subject to the rights of the local authority, to maintain and repair, including renewal where reasonably necessary, pipes, wires, cables and ducts existing on the Land;
- 8.1.8 on the written request of any Member, to produce to such Member, or any person authorised in writing by such Member the policy or policies of insurance effected by the Association and the receipt or receipts for the last premium or premiums in respect thereof; and
- 8.1.9 to keep a register of Members in such manner as the Association shall decide.

The Association shall for the purpose of effecting any insurance under clause 8.1.1, be deemed to have an insurable interest in the replacement value of the Development and shall, for the purpose of effecting any other insurance under that clause, be deemed to have an insurable interest in the subject matter of such insurance.

8.2 Subject to any restriction imposed or direction given at a general meeting of Members, the Association has the power—

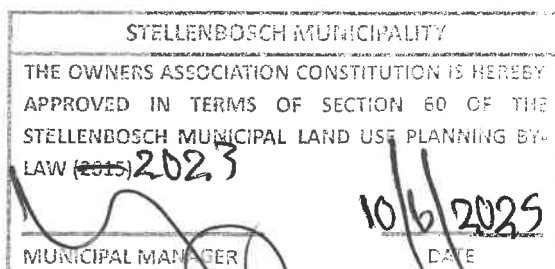
- 8.2.1 to establish for administrative expenses a levy fund sufficient in the opinion of the Association for the repair, upkeep, control, management and administration of the Development and the Land, including a reasonable provision for future maintenance and repairs, for the payment of rates and taxes, for the supply of electric current, gas, water, fuel and sanitary, refuse and other services to the Common Property relating to the Development and to the Land and any premiums of insurance, and for the discharge of any obligation of the Association, and inter alia to utilise the 5 (Five) percent it will obtain from the Capital Contribution and Exit Levy paid from the sale price of a property for this purpose;
- 8.2.2 to require from the Residents /Members and Lessees whenever necessary, to pay a Levy for the purposes of satisfying any claims against the Association;
- 8.2.3 to determine from time to time the amounts to be raised for the purposes aforesaid;
- 8.2.4 to raise the amounts so determined by requiring the Residents/Members to pay the Levy in terms of clause 11 below;

- 8.2.5 to open and operate a current account and a savings account with a banking institution;
- 8.2.6 to appoint employees as it may deem fit;
- 8.2.7 to purchase, hire or otherwise acquire movable property for purposes of the operation of the Development;
- 8.2.8 to expand the facilities and services offered to Members and Lessees;
- 8.2.9 to borrow money required by it in the performance of its duties or the exercise of its powers;
- 8.2.10 to secure the repayment of money borrowed in any manner permitted in law, including the cession of any unpaid Levies whether due and payable or not, or by suretyship or by encumbering any property vested in the Association;
- 8.2.11 to invest any money of the fund referred to in clause 8.2.1 of this Constitution;
- 8.2.12 to enter into an agreement with the local authority or any person or body for the supply to the Development and the Land of electric current, gas, water, fuel and sanitary and other services;
- 8.2.13 to do all things reasonably necessary for the enforcement of the Conduct Rules, Landscaping and Garden Guidelines and the control, management and administration of the Development;
- 8.2.14 to make, amend from time to time and enforce the Conduct Rules for Members, which rules shall not be in conflict with the RPA, shall be reasonable, and shall apply equally to all Members of the same class of Members, provided that such Conduct Rules shall not interfere with the management and operation of the Commercial portions of the Property.

9 ADDRESS OF THE ASSOCIATION

The Trustees shall from time to time determine the address constituting the *domicilium citandi et executandi* (being the address for the service of all notices and legal proceedings) of the Association, subject to the following:

- 9.1 during the Development Period, such address shall be the address of the Developer Trustee nominated by the Developer;
- 9.2 after the Development Period, such address shall be the address of the Chairman or of such other Trustee nominated by the Trustees from time to time, provided that where there is a duly appointed Managing Agent the address shall be care of such Managing Agent. The Trustees shall give notice to all Members of any change of such address.



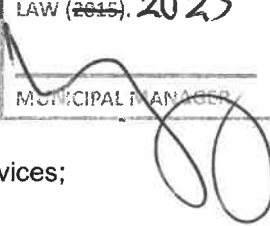
Witness: _____

Initial: Nominated Occupant/Holder: _____

MEMBERS' CONTRIBUTIONS

10 THE BUDGET

- 10.1 The Trustees shall, as soon as possible after the end of each financial year, prepare a budget of the income and expenditure for the next financial year of the Association in respect of the expenses relating to the maintenance, administration, management and control of the Development.
- 10.2 Provision should be made for at least the following:
- 10.2.1 expenses in respect of security;
 - 10.2.2 maintenance expenses;
 - 10.2.3 insurance premiums;
 - 10.2.4 landscaping expenses;
 - 10.2.5 expenses and charges in respect of services;
 - 10.2.6 statutory rates, taxes and other municipal charges ;
 - 10.2.7 administrative expenses, including the cost of a managing agent;
 - 10.2.8 banking and auditing expenses;
 - 10.2.9 provision for future maintenance and repairs, contingencies and future capital expenditure;
 - 10.2.10 such further items as the Developer, or subsequent to the development period, the Trustees, may add to the above items;
- 10.3 The budget shall be approved, with or without amendments, by the Owner and Members by Ordinary Resolution at each Annual General Meeting.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY	
APPROVED IN TERMS OF SECTION 60 OF THE	
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-	
LAW (2015). 2023	
 MUNICIPAL MANAGER	10/6/2025 DATE

11 LEVIES AND LEVY INDEMNITY

- 11.1 The total budget referred to in Clause 10 shall be apportioned as follows: (a) Freehold Owners shall contribute to general HOA levies for shared property and services; (b) Sectional Title Owners shall contribute levies to their respective Body Corporate under the Sectional Titles Schemes Management Act, in addition to any HOA levies for common facilities; (c) Life Right Holders shall contribute only to operational expenses for facilities and services utilized, in compliance with the Housing Development Schemes for Retired Persons Act, No. 65 of 1988. 11.2 The Association shall register with the Community Schemes Ombud Service (CSOS) and ensure compliance with all levy contributions required in terms of the Community Schemes Ombud Service Act, No. 9 of 2011.
- 11.2 The total budget referred to in clause 10 above shall further include Life Rights Ownership and Levies payable by Life Rights Members are set out in clause 45 below.
- 11.3 No Member shall enjoy the privileges of usage of the private open spaces or facilities or be entitled to cast any vote at any General Meeting unless he has paid every Levy, or other

sum (if any), which may be due and payable by such Member to the Association in terms of this Constitution.

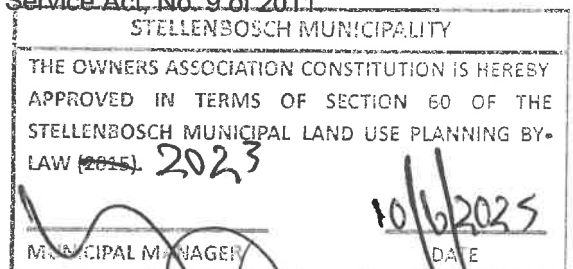
- 11.4 All Levies shall be paid, in advance, on the first day of each month and every Member in the development shall arrange for payment to the Association by a method acceptable to the Trustees.
- 11.5 If any Member fails to pay in full his/her Levies or such other amount payable to the Association on due date, the Association may institute an action for the recovery thereof in any competent court.
- 11.6 A Member shall be liable for all legal costs, including attorney and own client costs, collection commission, expenses, and other charges, administrative or otherwise, incurred by the Association in obtaining the recovery of arrear Levies and/or any other arrear amounts due to it, and/or in enforcing compliance with this Constitution, any annexure thereto, and/or the Conduct Rules and/or the Landscaping and Garden Guidelines.
- 11.7 The Association shall maintain full financial records of all levy contributions, expenditures, and budgets, and these records shall be accessible to Members upon request, subject to compliance with the Promotion of Access to Information Act, No. 2 of 2000. Annual audited financial statements shall be distributed to all Members and submitted to CSOS in accordance with the Community Schemes Ombud Service Act, No. 9 of 2011.

THE TRUSTEES AND MANAGEMENT

12 OFFICE AND APPOINTMENT

The Trustees of the Association shall comprise as follows:

- 12.1 The Chairman shall be appointed by the Developer during the Development Period but shall be replaced by an elected Trustee at the first General Meeting after 75% of erven, sectional title units, and life rights have been transferred, or a maximum of five (5) years from the date of the first registration, whichever occurs first.
- 12.2 A separate Body Corporate shall be constituted for all Sectional Title Units in accordance with the Sectional Titles Schemes Management Act, No. 8 of 2011. The Association shall not have authority over Sectional Title levies, financial management, or governance matters, except in relation to shared common property outside the Sectional Title Scheme.
- 12.3 A maximum of between 3 (Three) and eventually 5 (Five) Trustees, as follows:
- 12.3.1 Chairman at all times to be appointed by the Developer, who shall be an employee of the Developer, until such time that the Developer is no longer a member of the Association;
- 12.3.2 3 (Three) Developer Trustees, nominated and appointed by the Developer ("the Developer Trustee");
- 12.3.3 2 (Two) Life Right Trustees, nominated and appointed by the Life Right Members ("the Life Right Trustees") when life right ownership is concluded.



Witness: _____

Initial: Nominated Occupant/Holder: _____

- 12.4 After the expiry of the Development Period, there shall be a maximum of 5 (Five) Trustees, being the Trustees as set out in clause 12.1 above, save that there shall be no Developer Trustee.
- 12.5 No Member may hold office or act as a Trustee, appoint an alternate or appoint any third party to act as Trustee while in arrears with his/her Levies or who has any outstanding amounts owing to the Association.
- 12.6 Not later than 7 (Seven) days before the date on which the Annual General Meeting is to take place, Members shall nominate their proposed Trustees in writing and deliver to the existing Trustees (or Managing Agent) such written nomination and acceptance by the nominee/s. The persons nominated as Trustees shall be regarded as the elected Trustees and such appointment shall be confirmed at the AGM. In the event that there are more nominations for Trusteeship than are allocated to any particular class of Members, then the appointment of the Trustees for such class of Members shall be voted on by such class of Members at the AGM.
- 12.7 A Trustee shall, by accepting his appointment as such, be deemed to have agreed to be bound by the provisions of this Constitution.
- 12.8 Subject to the provisions of Clause 12.7 below, each Trustee shall continue to hold office until the Annual General Meeting of the Association following his appointment, at which meeting each Trustee shall be deemed to have retired from office as such but will be eligible for re-election at such meeting.
- 12.8.1 A Trustee shall be deemed to have vacated his office as such upon:
- 12.8.2 his estate being sequestrated, whether provisionally or finally or upon his surrendering his estate;
- 12.8.3 his making any arrangement or composition with his creditors;
- 12.8.4 his conviction for any offence involving dishonesty;
- 12.8.5 his becoming of unsound mind and/or being found to lack mental capacity;
- 12.8.6 within 14 (Fourteen) days of receipt of written notice of resignation given to other Trustees by the relevant Trustee;
- 12.8.7 his death;
- 12.8.8 his being removed from office by an Ordinary Resolution of the Members at a General Meeting of the Members of the Association; provided however that:
- 12.8.8.1 A Life Right Trustee may only be removed where the resolution to remove such Trustee is supported by more than 50 (Fifty) percent of the votes cast by the Life Right Members at such General Meeting.

STELLENBOSCH MUNICIPALITY 12.8.8/2

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY

APPROVED IN TERMS OF SECTION 60 OF THE

STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-

LAWS (2015) 2023

MUNICIPAL MANAGER

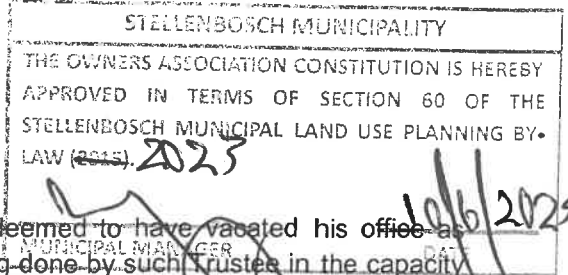
WITNESS

10/6/2025

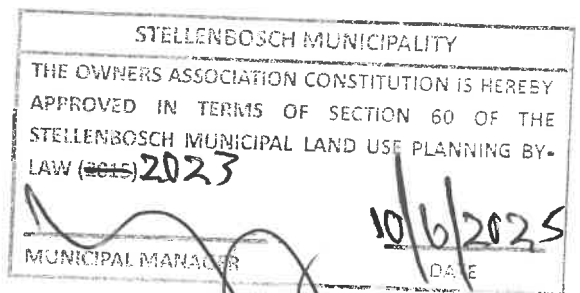
DATE

The Developer Trustee may be removed by an Ordinary Resolution of the Members once the Development Period has ended. The election and removal of Trustees shall comply with the Community Schemes Ombud Service Act, No. 9 of 2011..

Initial: Nominated Occupant/Holder: _____

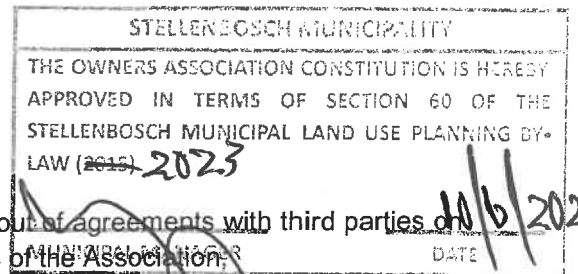


- 12.9 Notwithstanding the fact that a Trustee shall be deemed to have vacated his office as provided in clause 12.6 of this Constitution, anything done by such Trustee in the capacity of a Trustee in good faith shall be valid until the fact that he is no longer a Trustee has been recorded in the minute book of the Trustees. Should the office of a Trustee fall vacant prior to the next Annual General Meeting of the Association, the remaining Trustees shall be entitled to co-opt a replacement to hold office as Trustee until the next Annual General Meeting, provided such appointment is in accordance with the provisions of this Constitution and provided further that where the vacancy is that of:
- 12.9.1 The Developer Trustee, the Developer shall appoint the replacement;
- 12.9.2 A Life Right Trustee, the Life Right Members shall nominate the replacement.
- 12.10 Prior to the first General Meeting and at the first General Meeting, the Chairman shall be appointed by the Developer and shall remain so appointed until he/she vacate his/her position, to be taken over by another employee of the Developer as Chairman.
- 12.11 Within 7 (seven) days of the holding of the Inaugural Annual General Meeting of the Association and within 7 (seven) days after each subsequent Annual General Meeting of the Association, the Trustees shall meet and shall elect a 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 upon his ceasing to be a Trustee for any reason.
- 12.12 Save as otherwise provided in this Constitution, the Chairman shall preside at all meetings of the Trustees and at 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 the Members and in General Meeting. The Chairman shall be vested with the power and discretion to decide whether or not guests or invitees of any Member should be permitted to speak at any meeting of the Trustees or at any General Meeting of the Members of the Association and shall act reasonably in this regard.
- 12.13 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 shall elect a replacement Chairman for such meeting from amongst their number.
- 12.14 If the Chairman vacates his office as Chairman or no longer continues in office for any reason, the Trustees shall elect a replacement Chairman who shall hold office as such for the remainder of the period of office of the first mentioned Chairman.
- 12.15 No contract concluded by the Trustees whereby the Trustees bind the Association shall be valid and binding unless it is signed by the Chairman and one Trustee, the latter having been specifically appointed as authorised signatory in terms of a resolution of Trustees.
- 12.16 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as Trustees and/or as Chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties, unless such remuneration has been approved by the Members in General Meeting.
- 12.17 Trustees shall not make loans on behalf of the Association to Members or to themselves.



13 **FUNCTIONS, POWERS AND DUTIES OF TRUSTEES**

- 13.1 Trustees shall manage the affairs of the Association in compliance with the Community Schemes Ombud Service Act, No. 9 of 2011, and adhere to the Code of Conduct prescribed for executive committees of community schemes.
- 13.2 Save as specifically provided in this Constitution, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, advocates, attorneys, auditors, managing agents, or any other professional firm or person or other employees or contractors whatsoever for any reason deemed necessary by the Trustees on such terms as the Trustees shall decide.
- 13.3 The Trustees shall have the right to vary, cancel or modify any of their decisions and resolutions from time to time.
- 13.4 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, and to take appropriate steps to remedy such breach.
- 13.5 The Trustees may make rules not inconsistent with this Constitution or any other rules prescribed by the Association in General Meeting:
- 13.5.1 as to the resolution of disputes generally;
 - 13.5.2 for the furtherance and promotion of any of the objects of the Association;
 - 13.5.3 for the better management of the affairs of the Association;
 - 13.5.4 for the advancement of the interests of Members;
 - 13.5.5 for the conduct at meetings;
- 13.6 Subject always to the provisions of this Constitution, the Trustees shall have all powers which may be required:
- 13.6.1 to levy and collect contributions from the Life Right Members in accordance with this Constitution;
 - 13.6.2 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;
 - 13.6.3 to assist them in administering and governing the Development generally.
- 13.7 Without in any way limiting the powers granted, the duties and powers of the Trustees shall further specifically include:
- 13.7.1 the determination of what constitutes appropriate standards for the operation of the Development and conduct of those residing within the Development, maintenance, repairs, additions to and improvements of all common amenities of the Development and the Common Property of the Development.



- 13.7.2 the making of, entering into and carrying out of agreements with third parties on behalf of the Association for any purposes of the Association;
- 13.7.3 the employment on behalf of the Association of agents, employees and any other party and the payment of such persons;
- 13.7.4 the taking of steps in all matters of common interest in respect of the Association and, without detracting from the generality thereof, such as sewage, electricity supply, landscaping, maintenance of private roads, refuse facilities, removal of refuse, where applicable;
- 13.7.5 the institution or defence of actions in the name of the Association and the settlement of such and the appointment of legal representatives to act in behalf of the Association;
- 13.7.6 the power to call a General Meeting of the Members of the Association of their own volition or upon a written request therefor by the Members holding not less than 25 (Twenty Five) percent of the total number of votes allocated to Members.

14 FINANCIAL YEAR-END

The financial year-end of the Association is the last day of February of each year, or such other date as may be determined by the Trustees from time to time.

15 BOOKS OF ACCOUNT

- 15.1 The Trustees shall cause proper books of account and records to be kept so as to record and fairly to explain the transactions and financial position of the Association including:
- 15.1.1 a record of the assets and liabilities of the Association;
- 15.1.2 a record of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure occur;
- 15.1.3 a register of all Members, reflecting their addresses and contact details;
- 15.2 The Trustees shall cause all books of account and records to be retained for a period of 3 (Three) years after completion of the transactions, acts or operations to which they relate.
- 15.3 The Trustees may from time to time make reasonable rules as to the time and manner of the inspection by Members of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection by Members at all reasonable times during normal business hours.
- 15.4 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 practice and shall be accompanied by such additional reports as may be necessary at the discretion of the Trustees.



16 DEPOSIT AND INVESTMENT OF FUNDS

- 16.1 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, subject to any directions given or restrictions imposed at a General Meeting of the Association, such moneys shall only be withdrawn for the purpose of payment of the expenses of the Association or for investment of such funds.
- 16.2 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 of by the Trustees from time to time.
- 16.3 Interest on moneys invested shall be used by the Association for any lawful purpose in the interests of the Association, as determined by the Trustees.

17 AUDIT

- 17.1 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.
- 17.2 The duties of the auditors shall be regulated in accordance with general practice and the applicable professional standards.

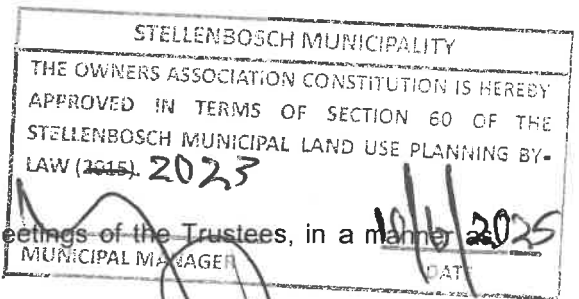
18 MANAGING AGENT

- 18.1 The Trustees shall, in addition to the powers contained herein, have the power from time to time, to appoint in terms of a written contract, the Managing Agent to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Managing Agent by the Trustees, including the power to collect levies.
- 18.2 With effect from date of establishment of the Association or as soon as required and practically possible thereafter, the Developer Trustee shall appoint the Managing Agent; provided that such Managing Agent complies with the NAMA Code of Conduct and the Management Agreement.
- 18.3 Notwithstanding that the Health Care Trustee, the Kitchen Trustee, and the Owner Trustees may have a direct or indirect interest in, or connection to, the Managing Agent, they have a direct interest in the financial affairs and day to day operation of the Development and shall therefore not be obliged to recuse themselves from voting at any meeting appointing the Managing Agent.

MEETINGS

19 TRUSTEES' MEETINGS AND RESOLUTIONS

- 19.1 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.
- 19.2 Meetings of the Trustees shall be held at least once every 3 (Three) months, unless waived by means of a round robin resolution of the Trustees.



- 19.3 The chairman shall have the right to convene meetings of the Trustees, in a manner may be decided by the Trustees from time to time.
- 19.4 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.
- 19.5 No resolution or purported resolution of the Trustees shall be of any force or effect or shall be binding upon the Member or Trustees unless such resolution is competent within the powers of the Trustees.
- 19.6 The quorum necessary for the holding of any meeting of Trustees shall be 5 (Five) Trustees.
- 19.7 Any resolution of the Trustees shall be carried by a simple majority of all votes cast, each Trustee having one vote.
- 19.8 There shall be no casting vote for the Chairman of the Trustees.

20 GENERAL MEETINGS

- 20.1 The Association shall, at a date, place and time determined by the Developer, hold its first General Meeting, which shall be the Inaugural Annual General Meeting. Thereafter, within 3 (Three) months of each financial year-end of the Association, it shall hold subsequent Annual General Meetings.
- 20.2 General Meetings may be held at such time and place, subject to the foregoing provisions, as the Trustees shall decide from time to time.
- 20.3 Every Member shall be notified of all General Meetings, and shall be entitled to attend, speak and vote at any General Meeting, unless precluded or disqualified by the provisions of this Constitution.

21 NOTICE OF GENERAL MEETINGS

- 21.1 An Annual General Meeting shall be called on not less than 21 (Twenty-One) days' notice to all Trustees and all Members, and a General Meeting by not less than 14 (Fourteen) days' notice to all Trustees and all 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 the reasons for it shall be given in the manner hereafter mentioned or in such other manner, if any, as may be prescribed by the Trustees, to such persons as are, under this Constitution, entitled to receive such notices from the Association.
- 21.2 Notice of the Annual General Meeting shall be given to Members in the manner specified in clause 24 below, and delivery of additional copies to the Developer and to each Trustee personally, where practical.
- 21.3 The non-receipt of notice of a meeting by any person entitled to receive such notice, other than to the Developer / Owner, shall not invalidate the proceedings of that meeting.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
2023	10/6/2023
MUNICIPAL MANAGER	DATE

22 QUORUM FOR GENERAL MEETINGS

- 22.1 The quorum necessary for the holding of any General Meeting shall be not less than 25 (Twenty-Five) percent of the total number of votes allocated to all the Members.
- 22.2 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 and, if at such adjourned meeting, a quorum is not present, the Members present or represented by proxy shall constitute a quorum.

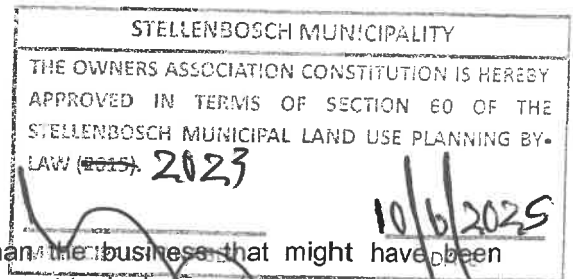
23 AGENDA AT ANNUAL GENERAL MEETINGS

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:

- 23.1 consideration of the Chairman's report;
- 23.2 the confirmation of the appointment (or the election thereof as the case may be), of the Trustees and the conduct of any voting in terms of this Constitution which may be required to fill the categories of Trustees.
- 23.3 consideration of the financial statements of the Association for the last financial year of the Association preceding the date of such meeting;
- 23.4 the consideration and confirmation of the budget as presented by the Trustees;
- 23.5 the appointment of the auditors of the Association;
- 23.6 confirmation of the appointment of the Managing Agent by the Trustees;
- 23.7 any other business pertinent to such meeting, including any resolutions proposed for adoption by such meeting and the voting upon any such resolutions.

24 PROCEDURE AT GENERAL MEETINGS

- 24.1 The Owner Member shall elect a Chairman to preside at the General Meeting;
- 24.2 The Chairman shall preside as such at all General Meetings provided that should he not be present within 15 (Fifteen) minutes after the time appointed for the holding thereof, then the Trustees present at such meeting shall vote to appoint a replacement Chairman for such General Meeting who shall thereupon exercise all the powers and duties of the Chairman in relation to such General Meeting.
- 24.3 Save as otherwise provided in this Constitution, the proceedings at any General Meeting shall be conducted in such reasonable manner and form as the Chairman of such meeting shall decide.
- 24.4 The Chairman may adjourn any General Meeting from time to time and from place to place. No notice need to be given of the adjourned meeting save for an announcement at the relevant meeting of the date, time and venue of the adjourned meeting unless the meeting is to be adjourned for 30 (Thirty) days or more, in which event notice is to be given in the same manner as for the original General Meeting. No business shall be



transacted at any adjourned meeting other than the business that might have been transacted at the meeting from which the adjournment took place.

- 24.5 Unless any representative present shall, before closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, or as 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 aspects be deemed to have been properly and validly constituted and conducted. An entry in the minutes of the Association to the effect that any resolution has been adopted or rejected, 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.
- 24.6 Voting shall be on a show of hands for each category of Members as called for by the Chairman; provided however that the Chairman or the Members in General Meeting may call for a secret ballot in which event the voting shall be so conducted and counted by the Trustees or by the Managing Agent.

25 VOTING AT GENERAL MEETINGS

25.1 At every General Meeting:

- 25.1.1 The Owner Member shall have one (1) vote for each Dwelling owned; Sectional Title Owners shall vote in accordance with the provisions of the Sectional Titles Schemes Management Act, No. 8 of 2011.
- 25.1.2 Every Life Right Member shall have one (1) vote per unit occupied under a Life Right Contract. If a Life Right is held jointly, one vote shall be allocated per Life Right, subject to the provisions contained in Clause 25.4.

25.2 There shall be no casting vote for the Chairman of any General Meeting.

25.3 Votes at a general meeting may be cast either personally or by proxy, on a show of hands.

25.4 A proxy shall be appointed in writing under the hand of the appointer, or his agent duly appointed in writing, and shall be handed to the Chairman 24 (Twenty-Four) hours prior to the commencement of the General Meeting.

MEMBERS AND OWNERS' RIGHTS AND OBLIGATIONS

26 GENERAL

26.1 Every Member and the Developer shall be obliged to comply with:

- 26.1.1 the provisions of this Constitution, its annexures, and all rules or regulations passed by the Association or by the Trustees;
- 26.1.2 the provisions of the Conduct Rules and the Design Guidelines.
- 26.1.3 any agreement concluded by the Association insofar as such agreement may directly or indirectly impose obligations on a Member;

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

26.2 Every Member shall to the best of his ability, further the objectives and interests of the Association.

27 DOMICILIUM OF OWNER

27.1 The *domicilium citandi et executandi* of each Member and Lessee/s in the development at which all documents and notices may be delivered or legal process served, shall be the street address of the Member's Dwelling in the Development or such address submitted from time to time by the Member to the Association.

27.2 It shall be competent to give any notice to a Member and Lessee by email where the Member and Lessee has advised the Trustees in writing of the email address.

27.3 Notice shall be deemed to have been properly served on the date, 5 (Five) days after the posting of the notice to the member's *domicilium* address, or if emailed or delivered by hand then on the day of emailing or delivery thereof to the Member's elected email address or *domicilium* address respectively.

28 CONDUCT AND OBLIGATIONS OF MEMBERS

28.1 Each Member shall be obliged to adhere to the Conduct Rules annexed to this Constitution and as amended from time to time by the Trustees, and in addition shall:

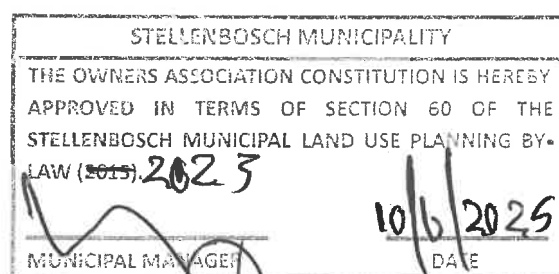
28.1.1 maintain the interior of their Dwelling;

28.1.2 adequately insure the approved improvements made to the Dwelling and, if requested by the Trustees, furnish proof of such insurance to them and, in the event of total/partial destruction, he shall, within a reasonable time period, make good such damage or reconstruction in accordance with the original approved plans;

28.1.3 comply with all security procedures and directives implemented and issued from time to time by the Trustees;

28.1.4 ensure that he/she and his/her invitees comply at all times with the said Conduct Rules and do not damage or destroy trees, vegetation and landscaping on open areas of the Development;

28.1.5 make use of the communal television aerial(s), satellite dishes and services that may be arranged by the Trustees from time to time and may not affix anything to the exterior of the Dwelling, without the prior written consent of the Trustees.



Witness: _____

Initial: Nominated Occupant/Holder: _____

29 BREACH

29.1 The Trustees may on behalf of and in the name of the Association institute legal proceedings against Members who are in breach of any of the provisions of this Constitution, the Conduct Rules and any House Rules.

29.2 The Trustees may on behalf of and in the name of the Association serve notice on such Member in breach, calling upon him to remedy such breach within a time specified in such notice and, failing timeous compliance:

29.2.1 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/or the Conduct Rules

and/or

29.2.2 institute proceedings 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. Such costs and expenses may be added to the account of the relevant Member in the same way as applies to arrear Levies, together with interest at the rate applicable to Levies.

and/or

29.2.3 implement procedures to impose penalties or fines in terms of the provisions of this Constitution.

29.3 Where a Member, and/or other occupants of his/her Dwelling, and/or his/her visitors, invitees or guests, continually fail to observe the Conduct Rules and/or other rules and regulations in operation from time to time, to the extent that the Trustees of the Association are of the opinion that such conduct is a disruption or disturbance or danger to other Members, or where such ongoing conduct is such that it is inconsistent with an intention on the part of a Member to comply with the provisions of this Constitution and/or the Conduct Rules then the Trustees may take legal action against such Member.

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

29.5 In the event of any breach of this Constitution and/or the Conduct Rules by a Member or by the members of any Member's household or by his invitees, guest/s or by occupiers of his/her Dwelling, such breach shall be deemed to have been committed by the Member himself/herself and, 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 relevant Member.

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

10/6/2025

MUNICIPAL MANAGER DATE

Witness: _____

Initial: Nominated Occupant/Holder: _____

GENERAL

25	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	10/6/2025 DATE

30 CONSTRUCTION PERIOD

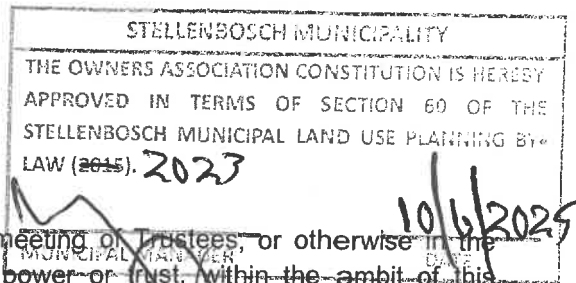
- 30.1 The Developer shall enjoy unrestricted rights with regard to the marketing of the Development and, in particular, the right to erect signage within the Development and to perform all activities normally associated with the development of the Development and building operations.
- 30.2 The Developer shall prior to handover of any Dwellings complete the Lifestyle Centre including the commercial section of the Centre which includes the Frail Care, kitchen, laundry, café and restaurant, the exterior of the Apartments and common areas save for the interior finishes of the Apartments which will cause no inconvenience to the Residents.
- 30.3 It is recorded that any matter to be voted upon which relates specifically to a development matter, such matter shall be voted upon solely by the Owner Member and the Life Right Members shall be specifically excluded from such vote. These items may include amongst other things, any amendment to the Development plan.

31 INDEMNITY OF TRUSTEES

- 31.1 The Association and its Trustees shall not be liable for injuries, losses, or damages sustained on the premises, except where such injury, loss, or damage arises due to gross negligence or failure to maintain common property in accordance with the standards required under applicable legislation.
- 31.2 All the Trustees 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 authorised contract entered into, or any authorised act or deed done, in the discharge of any of their duties and, without detracting from the generality thereof, whether defending any proceedings, civil or criminal or otherwise in which relief is granted by a court.
- 31.3 A Trustee shall not be liable for the acts, or omission of the auditors or of any of the other Trustees whether in their capacities as Trustees or as 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 monies of the Association are invested or for loss or damage arising from the insolvency or wrongful act of any person with whom any monies, 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*, or breach of trust or gross dereliction of duty.

32 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, all claims and rights of action which such Member or Trustee might otherwise have had in law arising as a result of any statement, record, 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, record, 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.

33 **RISK**

Any person using any of the services, Land, buildings, structures or facilities of the Development does so entirely at his own risk and shall have no claim against the Association or the Trustees for whatsoever cause arising.

34 **AMENDMENT OF THE CONSTITUTION**

34.1 Any amendment, substitution, or repeal of a provision of this Constitution shall require the approval of at least 75% of the votes of all Members for structural amendments and at least 51% for administrative or compliance-related amendments. Any amendment required to bring the Constitution into compliance with applicable legislation, including the Community Schemes Ombud Service Act, No. 9 of 2011, shall not require Member approval but shall be implemented by the Trustees with due notice to Members.

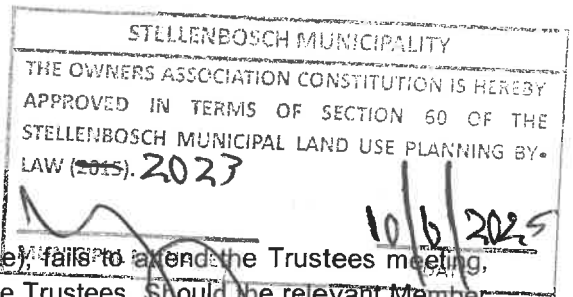
34.2 The creation and amendment of Conduct Rules or House Rules shall require approval by a majority of Trustees, subject to ratification by a majority of Members at the next General Meeting. Any amendment shall be submitted to the Community Schemes Ombud Service (CSOS) for review and approval in terms of the Community Schemes Ombud Service Act, No. 9 of 2011.

35 **IMPOSITION OF PENALTIES**

35.1 If the conduct of a Member, or of an occupier or of a Member's visitors, invitees, guests or employees, constitutes a nuisance in the opinion of the Trustees, or if any of the foregoing contravenes, breaches, disobeys or disregards this Constitution or any rules in respect of this Constitution, 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 email. In the notice the particular conduct, which constitutes a nuisance, shall be adequately described or the clause or rule that has allegedly been contravened shall be clearly indicated, and the Member shall be warned that if such conduct or breach persists, the Trustees shall take action against such Member in breach, in accordance with the provisions of this Constitution, which may or may not include the imposition of a fine or fines upon such Member.

35.2. A written notice by which the Member is informed of the holding of a Trustees meeting, the purpose of the meeting and an invitation to attend, shall be sent to the Member and occupier (if applicable) at least 7 (Seven) days before the Trustees meeting is held. At the Trustees meeting the Member and occupier (if applicable) shall be given the opportunity to present his/her/their case, orally or by way of a submission in writing, and except in so far as may be permitted by the chairperson, he/they may not participate in the affairs and/or voting at the Trustees meeting.

35.3. After the Member or occupier (if applicable) has been given the opportunity to present his/her/their case, the Trustees may, impose upon the Member, an initial penalty for the first offence and a subsequent penalty for every similar offence thereafter. In the event that



the relevant Member and/or occupier (if applicable), fails to attend the Trustees meeting, this shall not invalidate any penalty imposed by the Trustees. Should the relevant Member wish to avail himself/herself of the provisions relating to dispute resolution as set out in clause 36 below, he/she shall lodge a written request therefore at such Trustees meeting, failing which such Member shall be deemed not to be in dispute of such penalty imposed.

35.4. Any fine imposed in terms of 35.3, may if it is not paid within 14 (Fourteen) days after the Member has been notified of the imposition of the fine, be added to the Member's account with the Association, and claimed and recovered by the Association, subject to interest at the rate applicable to Levies, and subject to the recovery of attorney and own client costs and expenses, as in the case of Levies.

35.5. The Trustees may, from time to time, determine the amount of the initial and subsequent penalties.

36 DISPUTE RESOLUTION

36.1 In the first instance any dispute between Members or between Members and the Association and/or Trustees, shall be referred to the Community Developments Ombud Service in terms of the Community Developments Ombud Service Act, No. 9 of 2011.

36.2 Should any dispute or difference arise between Members or between a Member and the Association and/or the Trustees, in regard to:

36.2.1 the interpretation or effect of this Constitution or their respective rights or obligations thereunder;

36.2.2 a written request by the Trustees in terms of the provisions of clause 41 below to an Owner Member to terminate a Life Right and such termination thereof;

36.2.3 a breach of the Conduct Rules;

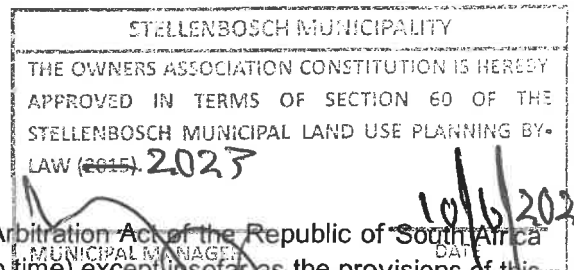
36.2.4 a breach of (save for non-payment of Levies or any other amount due by a Member in terms of this Constitution), this Constitution or any of its ancillary documents, and such dispute falls outside the jurisdiction of the Community Developments Ombud Service, then such dispute shall be decided by arbitration in the manner set out in this clause.

36.3 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 precluded from instituting proceedings in any court of competent jurisdiction.

36.4 The arbitration referred to in clause 36.2.4 shall:

36.4.1 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

36.4.2 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



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

36.5 The arbitrator shall be a practicing junior counsel or attorney of not less than 10 (Ten) 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 Legal Practice Council, Western Cape.

36.6 The arbitrator shall in giving his award have regard to the principles contained in this Constitution, the Conduct Rules and the Design Guidelines, 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.

36.7 The arbitrator's decision shall be presented within 10 (Ten) days after the completion of the arbitration hearing in a written document and he shall state the reasons for his decision therein. The unsuccessful party shall pay the costs of the arbitration unless otherwise determined by the arbitrator who shall require good reason to depart from this principle.

36.8 Each of the parties to the arbitration irrevocably agrees that the decision of the arbitrator made at such arbitration proceedings:

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

36.8.2 shall be carried into effect immediately; and

36.8.3 may be made an order of the High Court.

36.9 Notwithstanding anything to the contrary contained in this clause, 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 purpose of restraining or interdicting breaches of any of the provisions of this Constitution, including the Conduct Rules and the Design Guidelines for any order of an urgent nature.

37 CLUB HOUSE, LIFESTYLE CENTRE, KITCHEN/S AND LAUNDRY

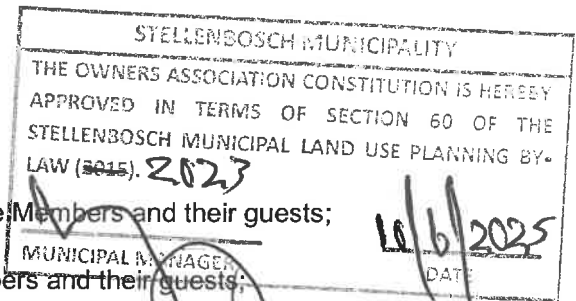
37.1 It is recorded that a Club House shall be erected as part of the Development for the beneficial use and enjoyment of the Members, which shall include a Lifestyle Centre Kitchens and Laundry, and shall be available to all Members, subject to the provisions below.

37.2 The Club House shall be constructed as a Lifestyle Centre and shall be complete by the date of first occupation of the Development.

37.3 The Club House may also be utilised by persons other than Members of the Development, e.g. the general public as guests of Members.

37.4 The Club House shall be operated commercially and for the risk, profit and loss of the operator thereof, but with preferential access and use to the Members of the Development.

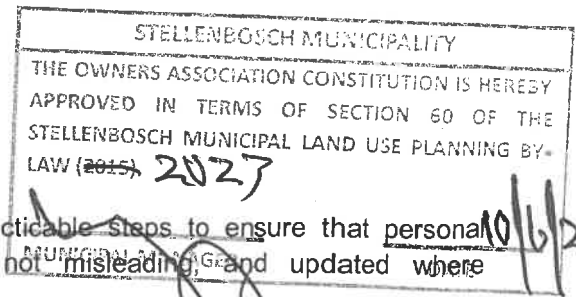
37.5 It is recorded that the Club House shall consist of:



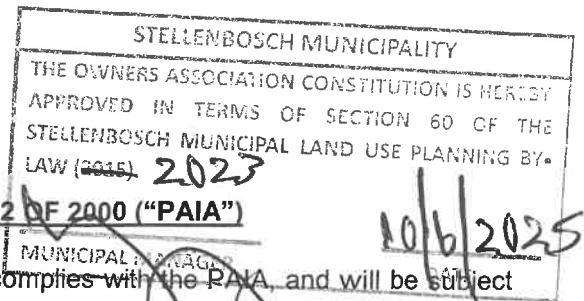
- 37.5.1.1 Restaurant for use and enjoyment of the Members and their guests;
 - 37.5.1.2 Spa for use and enjoyment of the Members and their guests;
 - 37.5.1.3 Swimming Pool for use and enjoyment of the Members and their guests;
 - 37.5.1.4 Gym for use and enjoyment of the Members only;
 - 37.5.1.5 an Administration office as the central point of contact and management for a development;
 - 37.5.1.6 a Boardroom to facilitate management and/or board meetings of the Trustees, and available to the Members upon written approval first obtained from the Trustees, which shall not be unreasonably withheld.
- 37.6 It is further recorded that 5 (Five) Apartments shall be built on top of the Club House, which the Developer shall be entitled to sell as Life Rights, as Sectional Title ownership and/or utilise for frail care purposes, as and when they decide to do so.

38. **PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 ("POPIA")**

- 38.1 The Association must appoint an Information Officer to oversee compliance with the Protection of Personal Information Act, No. 4 of 2013, and the Promotion of Access to Information Act, No. 2 of 2000. The Information Officer shall be responsible for ensuring:
- (a) the secure processing and storage of personal data in compliance with POPIA;
 - (b) Members' right to access non-confidential Association records in compliance with PAIA;
 - (c) the maintenance and publication of a PAIA manual outlining procedures for access requests and data protection policies; and
 - d) the reporting of any data breaches or unauthorized disclosures to the Information Regulator in accordance with POPIA
- 38.2 The Association is obligated to ensure that it complies with the POPIA.
- 38.3 Primarily the POPIA requires the Association to ensure that eight conditions are complied with when the Association processes personal information. This is in terms of Chapter 3 of POPIA.
- 38.4 The Association is accountable for the personal information it processes and stays accountable and responsible for that personal information.
- 38.5 Personal information can only be processed by the Association if done so lawfully. The Association processes personal information for the purposes of the administration and management of the scheme.
- 38.6 The further processing of personal information by the Association can only be performed if compatible with the original purpose that the personal information was collected for.



- 38.7 The Association must take reasonable and practicable steps to ensure that personal information records are complete, accurate, not misleading, and updated where necessary.
- 38.8 The Association undertakes to be transparent about why they need a Member's personal information and how they intend using and processing it.
- 38.9 The Association undertakes to take appropriate, reasonable, technical and organisational measures to secure the integrity and confidentiality of the personal information it processes and to prevent loss, damage, unauthorised destruction and unlawful processing of the personal information.
- 38.10 Members have the right to ask whether the Association holds certain personal information about them, to request copies of their personal information records and the details of all third parties who have or had access to that information.
- 38.11 Personal information is primarily information of a Member such as their ID number, email address, physical address, telephone number, biometric information and private correspondence sent by that person.
- 38.12 The Association must at all times maintain an updated POPIA manual, compliant with the POPIA and any amendments thereto.
- 38.13 The POPIA Manual and its contents are binding upon the Members of the Association.
- 38.14 The Association must appoint an Information Officer to ensure compliance with the POPIA.
- 38.15 Failure by a Member to comply with the contents of the POPIA manual may result in a complaint being lodged by the Trustees with the Information Regulator.
- 38.16 The Association can only collect personal information for a specific, explicitly defined and lawful purpose. The Association processes personal information for the purposes of the administration and management of the scheme.
- 38.17 The approved POPIA manual for the Association must set out the above eight conditions, the obligations of the Association in respect of the POPIA and the rights of Members in regard to the POPIA.
- 38.18 The Information Officer, in their discretion, taking into consideration the provisions of the POPIA, must determine which record/s and/or document/s are confidential, and may not be distributed without the prior written consent of the person/s to which it relates.
- 38.19 Members have the right to submit a complaint to the Information Regulator appointed in terms of the POPIA when there has been interference with the protection of their personal information.
- 38.20 Civil proceedings may also be instituted against the Association by Members when there has been interference with the contents of the Member's personal information.



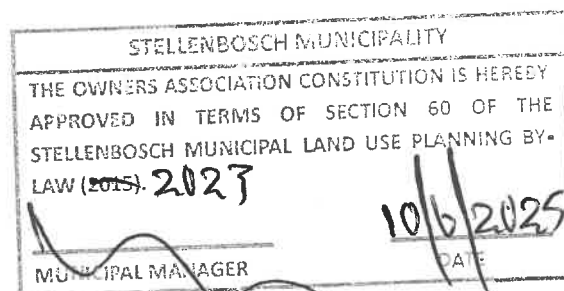
39. PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000 ("PAIA")

- 39.1 The Association is obligated to ensure that it complies with the PAIA, and will be subject to the provisions set out in clause 38.1 above.
- 39.2 The Association must at all times maintain an updated PAIA manual, compliant with the POPIA and any amendments thereto, describing the types of records the Association holds and procedures in place when access to information is requested.
- 39.3 The PAIA Manual and its contents are binding upon the Members of the Association.
- 39.4 The Information Officer of the Association, in their discretion, taking into consideration the provisions of the POPIA, must determine which record/s and/or document/s are confidential, and may not be distributed without the prior written consent of the Member/s or person/s to which it relates.
- 39.5 When receiving a request for access to the records and documents of the Association for the purpose of inspection and copy/ies, the Information Officer must ensure that such request is in compliance with the POPIA, in that no such request will be permitted if the reason for such request is not provided by the party requesting such access for inspection and copy/ies, and further if the reason/s provided are not deemed reasonable in regard to the administration and management of the Association, or any legitimate purpose applicable in terms of its governing documentation.
- 39.6 When a requesting party is in receipt of any record/s and/or document/s of the Association, such person is responsible to ensure compliance with the POPIA in their intended use of the record/s and/or document/s so obtained.
- 39.7 Primarily the PAIA requires the Association to ensure and promote an individual's constitutional right of access to information of the Association. The main objective is to promote openness, accountability and effective governance by the Association.
- 39.8 Upon receipt of a request for access to the records and documents of the Association for the purpose of inspection and copy/ies, the Information Officer must ensure that such request is made by a registered member/s or a person duly authorised in writing by the registered member/s or its duly authorised representative.

40. OWNERS' ASSOCIATIONS THAT CEASE TO FUNCTION – SECTION 30 of the STELLENBOSCH MUNICIPALITY: BY-LAW ON MUNICIPAL LAND USE PLANNING, 2023 AS AMENDED

- 40.1 If the Association ceases to function or carry out its obligations, any affected person, including a member of the Association, may apply—
- 40.1.1 in terms of Section 15(2)(p) to disestablish the Association subject to:
- (a) the amendment of the conditions of approval to remove the obligation to establish an Association; and
 - (b) the amendment of title conditions pertaining to the Association, to remove any obligation in respect of an Association;

- 40.1.2 in terms of Section 15(2)(q) for appropriate action by the Municipality to rectify a failure of the Association to meet any of its obligations in respect of the control over or maintenance of services contemplated in Subsection 29(3)(b); or
- 40.1.3 to the High Court to appoint an administrator who must exercise the powers of the Association to the exclusion of the Association.
- 40.2 In considering an application contemplated in Subsection (1)(a), the Municipality must have regard to:
- (a) the purpose of the Association;
 - (b) who will take over the control over and maintenance of services for which the Association is responsible; and
 - (c) the impact of the disestablishment of the Association on the members of the Association and the community concerned.
- 40.3 The Municipality or the affected person may recover from the members of the Association the amount of any expenditure incurred by the Municipality or that affected person, as the case may be, in respect of any action taken in terms of Subsection (1).
- 40.4 The amount of any expenditure so recovered is, for the purposes of Section 29(7)(a), considered to be expenditure incurred in connection with the Association.



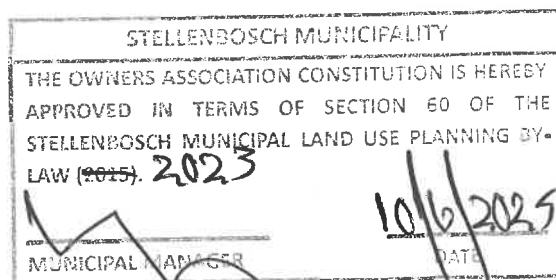
LIFE RIGHTS

41. RECORDAL

- 41.1 As recorded above, the Developer intends on also establishing a Life Right Housing component in respect of certain properties in the development in terms of the Retired Persons Act ("RPA"), whereby Life Rights will be granted to the GRANTEES/OCCUPIERS aged 60 years of age and older, his/her home or healthcare assistant or family member as determined and defined in this Constitution, in respect of the identified Residential Dwellings and Serviced Apartments, which Life Rights will comprise housing as defined in the Retired Persons Act ("RPA").
- 41.2 The Members and Lessees hereby acknowledge and agree that this Constitution and the Life Right Agreement, including its Annexures, are compliant with the provisions of the RPA.

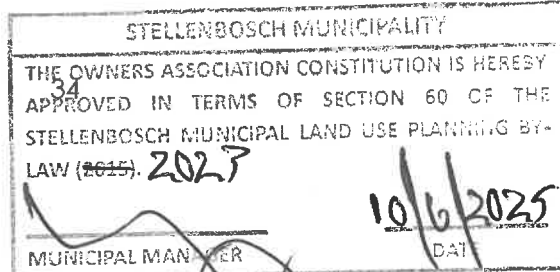
42. OBJECTS

- 42.1 The objects referred to in clause 2 of this Constitution shall remain applicable to the Life Rights component insofar as it is not in contravention of the RPA and OPA.
- 42.2 The purpose of the OPA in this Constitution is to facilitate accessible, equitable and affordable services to older persons when and if required, and to empower older persons to continue to live meaningfully and constructively within this Development. The OPA further seek to:
- 42.2.1 maintain and promote the status, well-being, safety and security of older persons;
 - 42.2.2 maintain and protect the rights of older persons;
 - 42.2.3 shift the emphasis from institutional care to community-based care in order to ensure that an older person remains in his or her home within the community for as long as possible;
 - 42.2.4 regulate the registration, establishment and management of services and the establishment and management of residential facilities for older persons; and
 - 42.2.5 combat the abuse of older persons.



Witness: _____

Initial: Nominated Occupant/Holder: _____



43. **DEFINITIONS**

The definitions contained on page 6 of this Constitution shall be applicable to the Life Rights component, with the below definitions referring to the only Life Rights component:

- 43.1 **"Alienate"** in relation to a Life Right shall have the meaning assigned to it in the RPA;
- 43.2 **"Commercial Portion"** means a Portion of Stellenbosch Village, which is not a Dwelling, namely the Kitchen, Laundry, Frail Care, Hairdresser, Health Care Centre, Sales / Administrative Office and Lifestyle Facilities;
- 43.3 **"Common Property"** shall have the meaning as assigned to it in terms of the RPA, in relation to the Development;
- 43.4 **"Food and Service Fee"** means the monthly Food Levy payable by the Life Right Members to the Association for the Cottage or Apartment occupied by him/her referred to in clause 50 below;
- 43.5 **"Housing Levy"** means the monthly Levy payable by the Life Right Members to the Association for the Dwelling occupied by him/her, referred to in clause 45 below;
- 43.6 **"Kitchen"** means the kitchen in both Block A (being Erf 17507) and Block C (being Erf 17516), which shall form a separate commercial portion and shall be operated commercially and for the risk, profit and loss of the operator thereof and will be used in the provision of meals for the Members of the Association and the Members Friends and Family;
- 43.7 **"Laundry "** means the laundry to be constructed in Block C which shall form a separate commercial portion and shall be operated commercially and for the risk, profit and loss of the operator thereof and will be used in the provision of laundry services for the Members of the Association;
- 43.8 **"Levy" and "Levies"** means the levy/levies or contribution/s due to the Association by the specific Members in accordance with ownership in the development, in terms of this Constitution referred to in clause 45 below;
- 43.9 **"Lifestyle Centre"** means the community centre to be erected on Block A being part of the common property of the Development, and which shall be for the recreational and communal use of all Residents and their guests;
- 43.10 **"Life Right"** means a housing interest in the Development as defined in the RPA;
- 43.11 **"Life Right Contract"** means the contract for the alienation of the Life Right in respect of a Dwelling/Apartment entered into between the Owner and the Life Right Member;
- 43.12 **"Life Right Member"** means every owner of a Life Right in respect of a Dwelling or Apartment situated in the Development on terms of the Life Right Contract, provided that where a Life Right is held jointly there shall be only one Life Right Member for such jointly held Life Right and who's voting rights shall be as set out in clause 25 of this Constitution;
- 43.13 **"Occupants"** means the persons or persons nominated as occupants of a Dwelling and/or Apartment in terms of a Life Right Agreement;

Witness: _____

Initial: Nominated Occupant/Holder: _____

35

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY	
APPROVED IN TERMS OF SECTION 60 OF THE	
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-	
LAW (2015). 2025	
MUNICIPAL MANAGER	DATE 10/6/2025

43.14 "OPA" means the Older Persons Act 13 of 2006;

43.15 "Resident" means any person residing in a Dwelling and/or Apartment within the Development, inter alia including Life Right Members, Occupants, Tenants, Lessees and/or visitors;

43.16 "RPA" means the Housing Development Developments for **Retired Persons Act**, No. 65 of 1988;

43.17 "Serviced Apartments" means the assisted living apartments in Block C consisting of 12 (Twelve) Frail Care beds and 88 (Eighty Eight) Assisted Living Apartments, with its own kitchen and laundry;

44. MEMBERSHIP

44.1 Subject to the provisions contained in clause 7 if this Constitution, the owners and/or occupiers of Life Rights will automatically become Members of the Association and shall be automatic and compulsory.

44.2 Membership shall commence on the date of ownership and/or occupation in terms of the Life Rights Contract and ceasing automatically on the date upon which the Life Right terminates.

44.3 No Member may resign or cede or assign its membership to another party.

45. LEVIES APPORTIONED

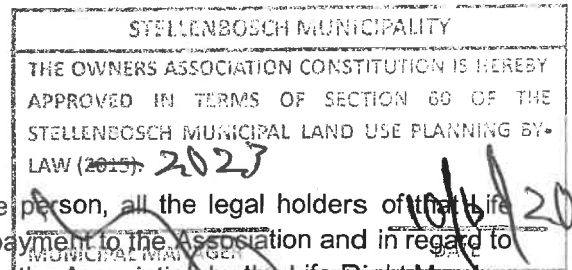
45.1 To defray the expenses as set out in clause 10 of this Constitution, every Life Right Member shall be obliged to pay to the Association the levy as set out in the Life Right Contract and is payable at the commencement of the Life Right.

45.2 Annual levy increases for Life Right Holders shall not exceed the Consumer Price Index (CPI) plus 2%, and any increase beyond this limit shall require approval at a General Meeting by an Ordinary Resolution of Life Right Members.

45.3 Every Life Right Member shall be obliged to pay to the Association a monthly Food and Service Fee, with effect from the Date of Occupation alternatively, from when the Kitchen becomes operational, in the amount as determined in the Life Right Contract. The Food and Service Fee payable by the Member shall escalate in accordance with the average of the food price index (FPI) as published by Statistics South Africa on the first day of March annually, for the duration of the Member's occupation of the Dwelling.

45.4 All Levies shall be paid, in advance, on the first day of each month and every Life Right Member shall arrange for payment to the Association by a method acceptable to the Trustees.

45.5 Upon the termination of an existing Life Right Agreement and the commencement of a new Life Right Agreement, the Owner shall be entitled to increase the levy or levies payable by the new Life Right Owner from the date of Occupation, to an appropriate amount at the time.



45.6 Where any Life Right is held by more than one person, all the legal holders of that Life Right shall be jointly and severally liable for the payment to the Association and in regard to any other amounts which may become payable to the Association by the Life Right Member in terms of this Constitution.

46. **BREACH**

46.1 The Trustees may on behalf of and in the name of the Association institute legal proceedings against Members who are in breach of any of the provisions of this Constitution, the Conduct Rules and any House Rules.

46.2 The Trustees may further on behalf of and in the name of the Association serve notice on such Member in breach, calling upon him to remedy such breach within a time specified in such notice and, failing timeous compliance:

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

46.2.2 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/or the Conduct Rules,

and/or

46.2.3 institute proceedings 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. Such costs and expenses may be added to the account of the relevant Member in the same way as applies to arrear Levies, together with interest at the rate applicable to Levies, or

46.2.4 implement procedures to impose penalties or fines in terms of the provisions of this Constitution.

46.3 Where a Life Right Member, and/or other occupants of his/her Dwelling, and/or his/her visitors, invitees or guests, continually fail to observe the Conduct Rules and/or other rules and regulations in operation from time to time, to the extent that the Trustees of the Association are of the opinion that:

46.3.1 such conduct is a disruption or disturbance or danger to other Members, or

46.3.2 where such ongoing conduct is such that it is inconsistent with an intention on the part of a Life Right Member to comply with the provisions of this Constitution and/or the Conduct Rules, then the Trustees may request the Owner Member, in writing, to terminate the Life Right of such Life Right Member, with which written request an Owner Member shall be obliged to comply, subject to the provisions of clause 51 below.

46.4 Nothing in the foregoing shall derogate from or in any way diminish the right of the Association to institute proceedings in any court of competent jurisdiction for recovery of any money due by any Member arising from any cause of action whatsoever or for any other relief, including a termination of a Life Right.

46.5 In the event of any breach of this Constitution and/or the Conduct Rules by a Member or by the members of any Member's household or by his invitees, guest/s or by occupiers of his/her Dwelling, such breach shall be deemed to have been committed by the Member himself/herself and, 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 relevant Member.

47. CONSTRUCTION PERIOD OF LIFE RIGHTS PROPERTY

47.1 The Developer shall prior to handover of any Life Right Dwellings and/or Apartment, complete the Lifestyle Centre including the commercial section of the Centre which includes the Frail Care, kitchen, laundry, café and restaurant, the exterior of the Apartments and common areas save for the interior finishes of the Apartments which will cause no inconvenience to the Residents.

47.2 It is recorded that any matter to be voted upon which relates specifically to a development matter, such matter shall be voted upon solely by the Owner Member and the Life Right Members shall be specifically excluded from such vote. These items may include amongst other things, any amendment to the Development plan.

48. LETTING OF DWELLINGS AND/OR APARTMENT TO THIRD PARTIES

48.1 The Life Right Member may, with the prior written consent of the Managing Agent, let or allow use and occupation of their Dwelling, for the Life Right Member's own benefit, subject to the following conditions: -

48.1.1 The Life Right Member shall be entitled to let or allow use and occupation of their Dwelling to any person/s approved by the Managing Agent in writing, provided that the Dwelling is let to person/s who qualify/qualifies as Occupant/s in terms of the Life Right Agreement.

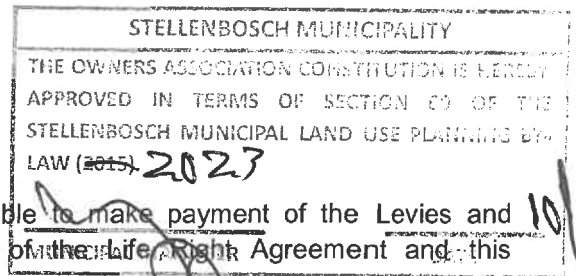
48.1.2 The Lease shall be negotiated through the Managing Agent's appointed rental agency.

48.1.3 No short-term leases (less than 6 (Six) months) shall be permitted;

48.1.4 A written undertaking by a Tenant shall be lodged with the Managing agent that he shall observe all Conduct Rules and any other rules as may be in force from time to time.

48.1.5 It shall be a condition of any such lease or other agreement allowing use and occupation, that such use and occupation shall be automatically terminated, notwithstanding the period thereof, upon the termination of occupancy of the Life Right Member in respect of the Dwelling, in accordance with the provisions of clause 51 below.

48.1.6 In considering whether to agree to the proposed lease, the Managing Agent may impose any such conditions as they deem fit.



48.1.7 The Life Right Member shall remain liable to make payment of the Levies and charges and other amounts in terms of the Life Right Agreement and this Constitution as and when they fall due.

48.2 The Life Right Member's right to a Housing Interest is personal in nature and may not be ceded, nor may his/her obligations be assigned to a third party.

48.3 In order to maintain a high standard of tenancy and to ensure that the capital appreciation of the Development is not impaired, the Managing Agent may appoint a rental agency to assist the tenant and occupant screening and/or other administrative functions.

48.4 Without limiting the generality of the foregoing, each Life Right Member who wishes to lease his Dwelling shall ensure that:

48.4.1 the specifically prepared Agreement of Lease approved by the Trustees or the Managing Agent shall be applicable for use and signature;

48.4.2 the tenant shall be "screened" by the Managing Agent or the appointed rental agency prior to such tenant or occupant occupying the Dwelling; and

48.4.3 The Managing Agent or the appointed rental agency shall advise the Life Right Member, within 48 (Forty-Eight) hours of submission of the request for screening of a tenant, the result of the screening. Should the result be negative the Life Right Member may not rent to such prospective tenant his/her Dwelling, but such Life Right Member shall have a right to appeal to the Trustees, whose decision shall be binding on the Life Right Member.

49 VISITORS OCCUPYING A DWELLING AND/OR APARTMENT

Visitors shall be entitled to reside in the Dwelling and/or Apartment together with the Occupant(s) for a total of not more than 60 (Sixty) days in any calendar year, subject to the prior written approval of the Owner Member and the Trustees, which approval shall not be unreasonably withheld.

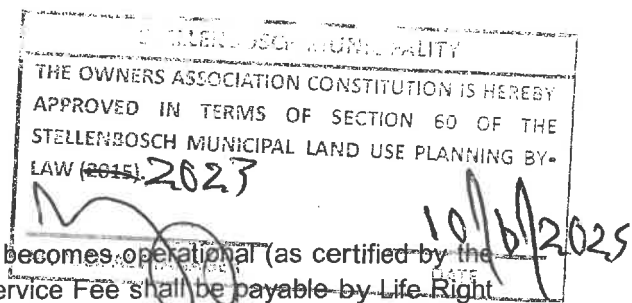
50. CLUBHOUSE RE LIFE RIGHTS ONLY

50.1 The Kitchen

50.1.1 Two kitchens, one each in Block A and Block C, shall form a separate Commercial portion and shall be operated commercially and for the risk, profit and loss of the operator thereof to serve the Residents of Block C, and the Residents of Block E, the Development and their family and guests, respectively.

50.1.2 The Kitchen operator is making available to the Association the Kitchen plus certain stipulated services for the benefit of the Members and for this the Association will pay a monthly Food and Service Fee to the Kitchen operator on behalf of the Life Right Members.

50.1.3 The Food and Service Fee referred to in clause 45.3 above shall include the provision of food, which shall be charged to the Members by the operator of the Kitchen.



50.1.4 With effect from the date when the Kitchen becomes operational (as certified by the Grantor's Architect), a monthly Food and Service Fee shall be payable by Life Right Members to the Association in terms of the Life Right Agreement "the Food and Service Fee). The Food and Service Fee payable by the Life Right Member shall escalate in accordance with the average of the food price index (FPI) as published by Statistics South Africa on the first day of March annually, for the duration of the Member's occupation of their Cottage/Apartment.

50.1.5 The Owner Member shall cause the operator of the Kitchen to offer the Life Right Member meals each month to the value of the Food and Service Fee, provided that these meals are utilised by the Life Right Members only and are not transferable to any other person.

50.1.6 The Food and Service Fee shall be payable monthly in advance on or before the first day of each succeeding calendar month.

50.1.7 The Kitchen operator shall be entitled to sub-contract the above services.

50.2 The Laundry

50.2.1 The Laundry shall form part of Block C and shall be operated commercially and for the risk, profit and loss of the operator thereof to serve the Residents of the Development.

50.2.2 The Laundry operator is making available to the Association laundry services for the benefit of the Members and for this the Association will pay a monthly Laundry Service Fee to the Operator.

The Laundry operator shall be entitled to sub-contract the above services.

51 TERMINATION OF MEMBERSHIP

51.1 The Life Right Member's membership in the Association shall terminate automatically upon:

51.1.1 The death of the Life Right Member if a single Occupant is a party to the Life Right Agreement, alternatively upon the death of the survivor of the joint Occupants where two Occupants are party to the Life Right Agreement (subject to the terms of the Life Right Agreement); or

51.1.2 The permanent transfer (as certified by the Association's medical practitioner, being an independent registered medical practitioner, in consultation with the Life Right Member's registered medical practitioner) of the Life Right Member to a hospital, frail care or similar institution or other place of care; or in the event that there are joint Occupants, the permanent transfer of the last surviving or remaining occupant living in the Dwelling to such hospital, frail care or similar institution. In this regard such a transfer shall be regarded as permanent where the medical practitioner of the Association in consultation with the medical practitioner of the Life Right Member certifies that it is improbable that the Life Right Member will resume occupation of the Dwelling within 90 (Ninety) days after such transfer; or

51.1.3 By order of a competent court pursuant to the provisions of clause 29.4 of this Constitution; or

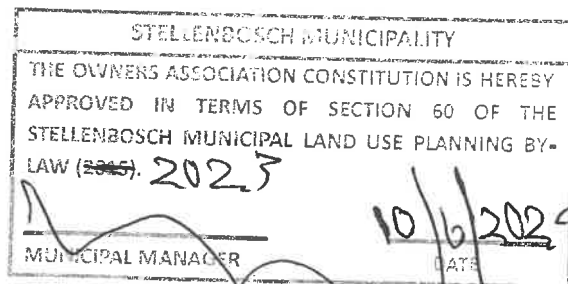
51.1.4 By giving 3 (Three) calendar months written notice by the Life Right Member to the Association provided notice may only be given subsequent to the registration of the Life Right in the name of the member; or

51.1.5 The giving of notice by the Association to the Life Right Member (the length of which notice period may in the circumstances be deemed appropriate), provided that the Association may only give notice in terms of this clause, where:

51.1.5.1 the Life Right Member continuously fails to observe the Conduct Rules and/or other rules or regulations in operation from time to time, to the extent that the Trustees of the Association (in their sole discretion) are of the opinion that the ongoing conduct of the Life Right Member (or that of his/her guests, visitors, invitees, employees or contractors) is such that it is inconsistent with an intention on the part of the Life Right Member to comply with the provisions of this Agreement, the Constitution, Conduct Rules or Design Guidelines; or

51.1.5.2 where the Life Right Member is a disruption and/or disturbance and/or danger to other Residents of the Development and the Trustees have given written notice to the Owner Member to terminate the Life Right of a Life Right Member and such Life Right has been so terminated.

51.1.5.3 Where the Owner Member has lawfully cancelled the Life Right Agreement on account of breach of contract by the Life Right Member.



Witness: _____

Initial: Nominated Occupant/Holder: _____