

Application Number: LU/19278 (TP1256/2025)

Our File Reference Number: 406RB

Your Reference Number:

Enquiries: Ulrich von Molendorff

Contact No: 021 – 808 8682

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

PER E-MAIL: [REDACTED]

Dear Diederik Johannes Hattingh

APPLICATION FOR PERMISSION IN TERMS OF A CONDITION OF APPROVAL (HOA CONSTITUTION AND ARCHITECTURAL GUIDELINES APPROVAL): ERF 406, RAITHBY.

1. The above application refers.
2. The duly authorised decision maker hereby decides on the above application as follows.
3. That the following application(s) in terms of Section 15(2) of the Stellenbosch Municipal Land Use Planning Bylaw,
 - 3.1 Permission in terms of Section 15(2)(l) of the said bylaw, to approved the Constitution and the Architectural Guidelines of the Auberge Villas on Erf 406, Raitbby as per condition 3.11 and 3.12 in the letter of approval dated 11-03-2025.

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

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

- 4.1. The approval applies only to the application at hand and shall not be construed as authority to depart from any other legal prescriptions or requirements from all other internal and external departments.
- 4.2. The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed use.

4.3. The Auberge Villas HOA Constitution (Rev 2 dated 29 June 2025) attached as **APPENDIX 3** and Architectural Guidelines (Rev 1 dated 9 June 2025), attached as **APPENDIX 4** are applicable to individual erven within the development.

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

5.1. The proposal is in compliance with the zoning scheme by-law for the proposed uses and size of the properties, is consistent with relevant legislation, planning principles, policies and guidelines and do not specifically compromise the principles of the IDP or the Municipal SDF, if approved.

5.2. The approval of the proposed Constitution and Architectural Guidelines will not change the previous land use approvals granted.

5.3. No public amenities and services will be negatively affected by the application.

5.4. The documents primarily deal with technical and practical controls within the development and will not affect the rights of the owners in the development or departure from the zoning scheme bylaw parameter for the respective zonings.

6. Matters to be noted:

6.1. None

7. 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.

8. 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.

9. 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

10. 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.

11. The appeal forms 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.
12. 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.
13. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.
14. 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



MANAGER: LAND USE MANAGEMENT (Chrizelle Kriel)
DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

Authorised decision-maker in accordance with Item Number LUP86 of the system of delegations vide Item 11.8.1 dated 24 May 2023.

DATE: 24.11.2025

APPENDIX 1

Locality Plan

APPENDIX 2

Previous approval letter.



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/15855 (TP410/2023)
Our File Reference Number: Erf 406 and 398, Raithby
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 SUBDIVISION : ERF 406 AND 398, RAITHBY

1. This Municipality's letter dated 11 March 2025, refers.
2. I wish to advise that the appeal process has now been concluded and herewith confirm that no appeal has been lodged with the Municipality as contemplated in section 79(2) of the Stellenbosch Municipal Land Use Planning By-law.
3. Accordingly, you may now act on the decision detailed in my letter dated 11 March 2025, subject to compliance with the conditions of approval.

Yours faithfully

FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

24/2025
DATE



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/15855 (TP410/2023)
Our File Reference Number: Erf 406 and 398, Raithby
Your Reference Number:
Enquiries: Ulrich von Molendorff
Contact No: 021 – 808 8682
Email address: Ulrich.Vonmolendorff@stellenbosch.gov.za

PER E-MAIL: dirk@dirkhattinoh.com

Sir / Madam

APPLICATION FOR SUBDIVISION : ERF 406 AND 398, RAITHBY

1. The above application refers.
2. The duly authorised decision maker has decided on the above application as follows:
 - 2.1 That the following application(s) in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning Bylaw on Erf 406 and 398, Raithby for the:
 - 2.1.1 Subdivision of Erf 406, Raithby into Portion 1 ($\pm 404.53\text{m}^2$), Portion 2 ($\pm 428.98\text{m}^2$), Portion 3 ($\pm 405.73\text{m}^2$) and Portion 4 ($\pm 401.28\text{m}^2$).
 - 2.1.2 Registration of a 6m right of way servitude over Portions 1 and 2 and a 6m and 8m right of way servitude over Portion 3 in favour of all subdivided portions of Erf 406, Raithby.
 - 2.1.3 Registration of a 6.5m right of way servitude over Erf 398, Raithby in favour of Portions 1, 2, 3 and 4 of Erf 406, Raithby.
 - 2.1.4 Registration of a 6.5m right of way servitude over Erf 398, Raithby in favour of Erf 167, Raithby.

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 applications under consideration and shall not be construed as authority to depart from any other legal prescriptions or requirements from Council or other legislation or Bylaws or Regulations that may be applicable.
- 3.2. The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed application.
- 3.3. The subdivision must be undertaken generally in accordance with the subdivision plan, as indicated on the referenced, proposed subdivision plan; Project No. RTH-E-406, Drawn by BBS, dated 17-02-2015 Revision 4 attached as **ANNEXURE B**.
- 3.4. Development charges are payable in accordance with the prevailing and applicable Council Tariffs at the time of payment prior to the approval of any building plans or as may be agreed on in writing with the Director Infrastructure Services.
- 3.5. Conditions imposed by the Municipal Infrastructure Services Department as contained in the memorandums dated 23 December 2024 attached as **ANNEXURE C**, be complied with.
- 3.6. Conditions imposed by the Western Cape Government: Department of Infrastructure as contained in their letter dated 02 February 2024 (Ref: DOI/CFC/RP/LUD/REZ/SUB-25/476 Job 30605 attached as **ANNEXURE D**, be complied with.
- 3.7. An electronic copy (shp, dwg, dxf) of the approved erf diagrams be submitted to the Directorate Planning and Economic Development for record purposes, which plan must indicate the following information:
 - 3.7.1 Newly allocated erf/farm numbers
 - 3.7.2 Co-ordinates
 - 3.7.3 Survey dimensions
- 3.8. The building height on the subdivided portions for both single and double storey structures be restricted to 6.5m from the natural ground level to the top of the roof, provided that chimneys, flues, masts and antennae shall not be included for the purpose of measuring a building height in meters.

- 3.9. The right of way servitudes over Portion 1 to 3 in favour of all subdivided portions of Erf 406, Raithby; over Erf 398, Raithby in favour of Portions 1 to 4 of erf 406, Raithby and Erf 167 Raithby, simultaneous registration with the subdivision in the deed's office, in all the title deeds of the applicable property/ies and transfer to new title deeds, will be the responsibility and for the cost of the owners.
- 3.10. An owner's association for the subject development be established in terms of section 29(1) of the subject Bylaw.
- 3.11. A constitution for the owner's association be submitted and approved by the Municipality in terms of Section 29(3) of the subject Bylaw prior to the transfer of the first land unit, which constitution makes provision for the relevant matters in Section 29 of the subject Bylaw and specifically the arrangements for the registration and maintenance of the private right of way servitudes to be registered.
- 3.12. Architectural / Aesthetic Guidelines be submitted and approved by the Municipality prior to the registration of the first property or the submission of any building plan application and specifically compliance with the height restriction for both single and double storey structures, restricted to 6.5m from the natural ground level to the top of the roof, provided that chimneys, flues, masts and antennae shall not be included for the purpose of measuring a building height in meters.

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

- 4.1. The proposed subdivision is a moderate form of densification inside an urban edge, which is promoted by the principals of the Stellenbosch Municipal Spatial Development Framework.
- 4.2. Safe accesses off a public road are created and municipal service could be provided to the satisfaction of the Municipal Director: Infrastructure Services.
- 4.3. All zoning scheme bylaw parameters for all portions will still be able to be complied with, for any new construction, with minimum effect on surrounding neighbouring properties.
- 4.4. The proposals would not have a significant impact on traffic generation, which would be detrimental to the area.

5. Matters to be noted:

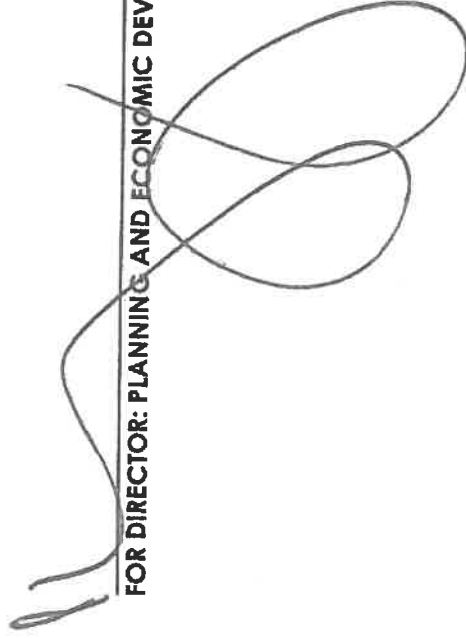
- 5.1. The subdivision and registration of servitudes only comes into effect once all conditions or relevant legislative provisions have been complied with.
- 5.2. The parameters in the Architectural / Aesthetic Guidelines must conform to the Stellenbosch Municipal Zoning Scheme Bylaw as no departures was submitted, considered and approved, except the more restrictive condition of approval which has been imposed for the height restrictions of the buildings.
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

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

11/3/2025
DATE

[REDACTED]

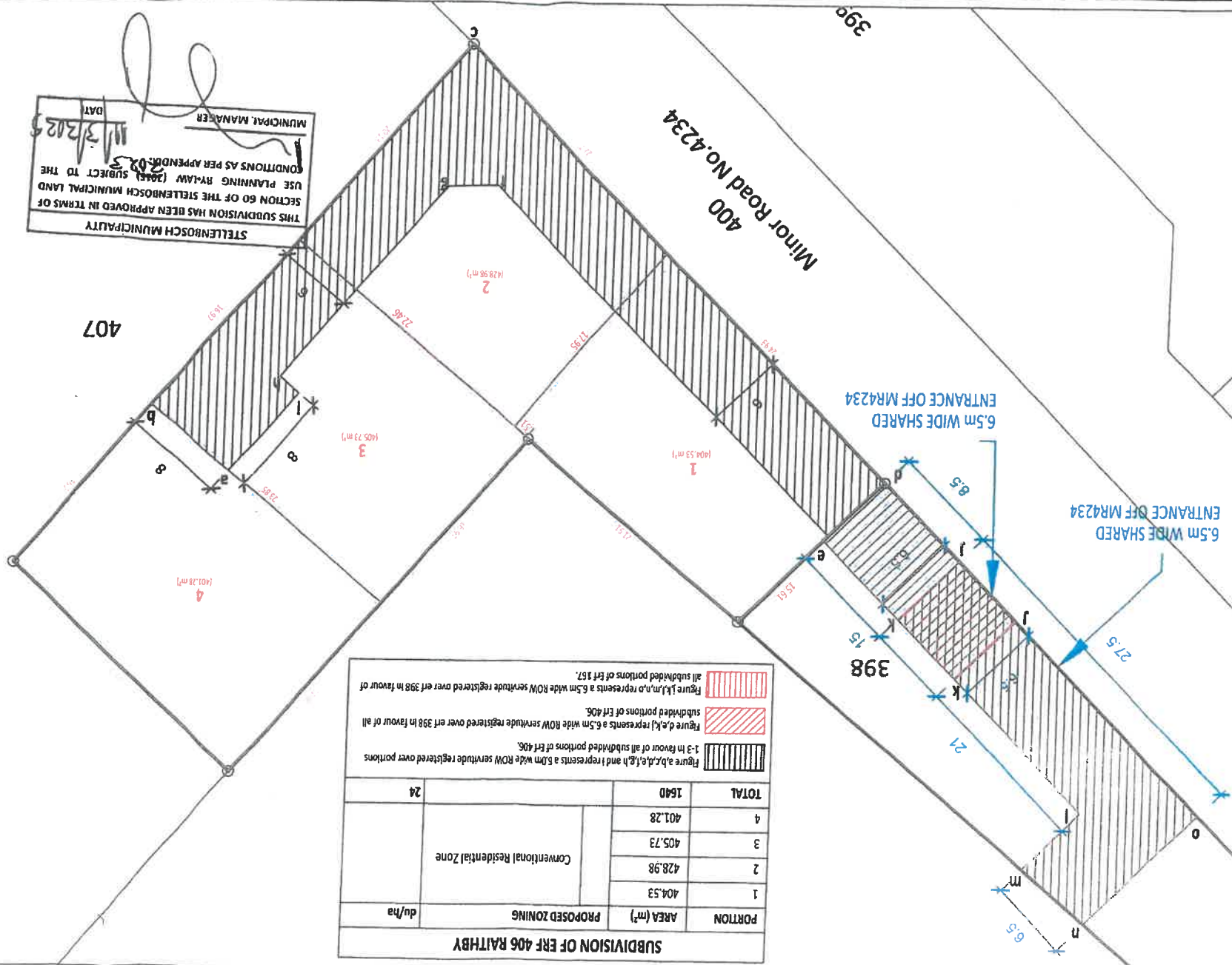
ANNEXURE B

SUBDIVISION OF ERF 406 RAITHBY		du/ha	
PORTION	AREA (m ²)	PROPOSED ZONING	
1	404.53	Conventional Residential Zone	
2	428.98		
3	405.73		
4	401.28		
TOTAL	1640		
			24

Figure a,b,c,d,e,f,g,h and i represents a 5.0m wide ROW servitude registered over portions 1-3 in favour of all subdivided portions of Erf 406.

Figure d,e,k,l represents a 6.5m wide ROW servitude registered over erf 398 in favour of all subdivided portions of Erf 406.

Figure j,k,l,m,n,o represents a 6.5m wide ROW servitude registered over erf 398 in favour of all subdivided portions of Erf 167.



STELLENBOSCH MUNICIPALITY
 THIS SUBDIVISION HAS BEEN APPROVED IN TERMS OF
 SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND
 USE PLANNING BY-LAW (2005) SUBJECT TO THE
 CONDITIONS AS PER APPENDIX 02.3

MUNICIPAL MANAGER
 DATE: 11/3/2025

PROJECT NO.: RT16-4-406	DRAWN BY: GBS	REVISION NO.: 4	DATE: 17-02-2025
SCALE: 1:250			

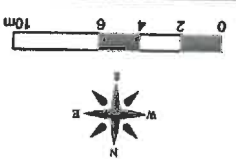
PROPOSED REZONING AND
 SUBDIVISION OF ERF 406
 RAITHBY, STELLENBOSCH

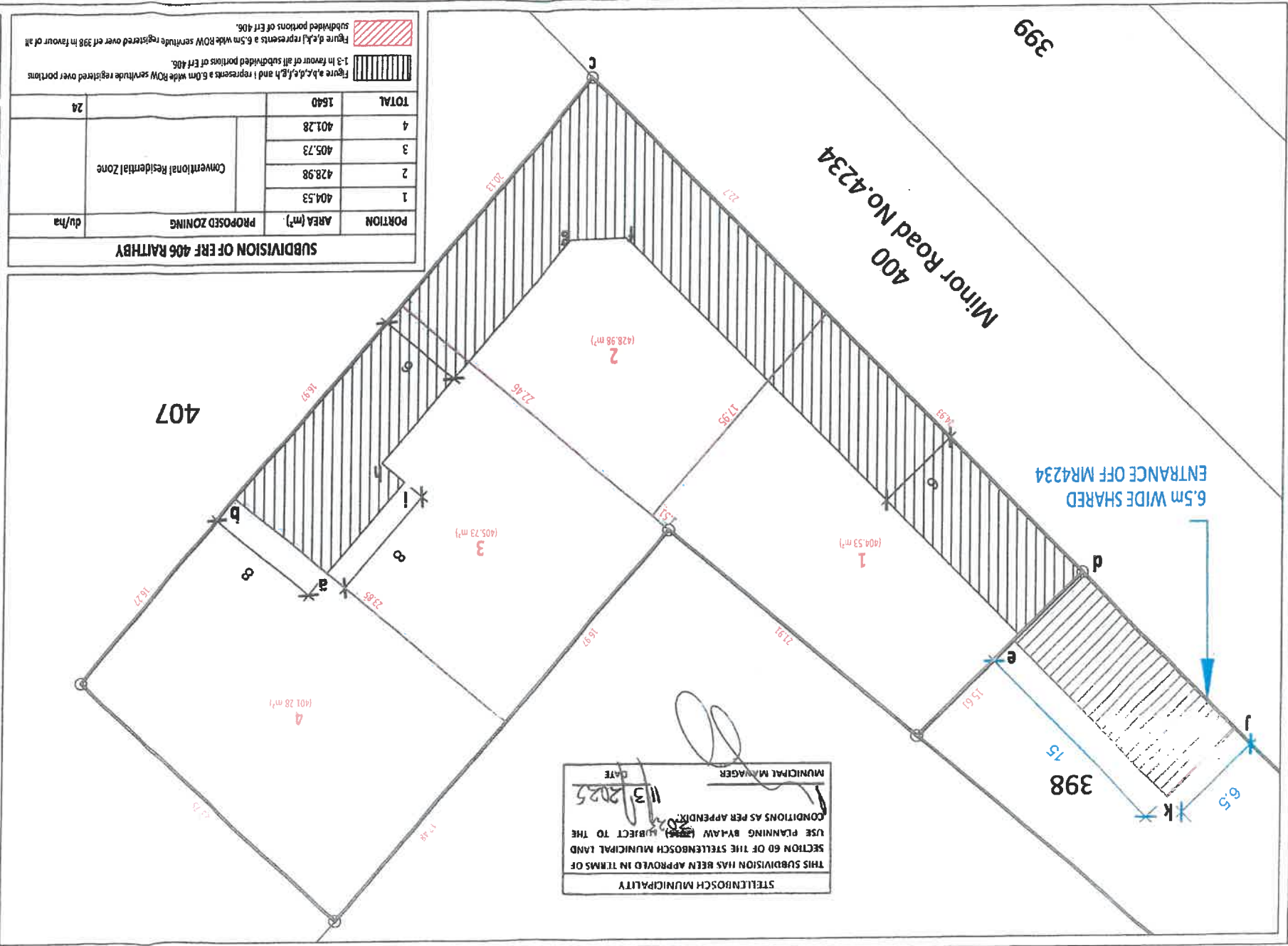
MR. DIRK HATTINGH

SUBDIVISION AND
 SERVITUDE PLAN

DRAFT FOR DISCUSSION

This drawing and all the information contained thereon is property of Dirk Hattigh and may not be copied or disclosed to a third party without his written consent.





STELTENBOSCH MUNICIPALITY

THIS SUBDIVISION HAS BEEN APPROVED IN TERMS OF
SECTION 60 OF THE STELTENBOSCH MUNICIPAL LAND
USE PLANNING BYLAW (2015) SUBJECT TO THE
CONDITIONS AS PER APPENDIX:

MUNICIPAL MANAGER

DATE 11/3/2025

This drawing and all the information contained thereon is property of Dix Hitting and may not be copied or disclosed to a third party without his written consent.

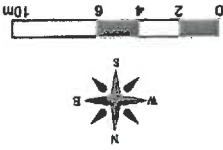
DRAFT FOR DISCUSSION

PROJECT NO.: 17-02-2025	DATE: 17-02-2025	1:250
SECTION: 17-02-2025	DATE: 17-02-2025	

SUBDIVISION PLAN

**PROPOSED REZONING AND
SUBDIVISION OF ERF 406
RAATHBY, STELLENBOSCH**

MR. DIRK HATTING



ANNEXURE C



STELLENBOSCH MUNICIPALITY

STELLENBOSCH-PNIEL-FRANSCHHOEK

MEMORANDUM

DIREKTORAAT: INFRASTRUKTUURDIENSTE
DIRECTORATE: INFRASTRUCTURE SERVICES

CIVIL ENGINEERING SERVICES

To : Aan: Director: Planning + Economic Development
Att Aandag: Bulelwa Mdoda
From : Van: Principal Technician: Development (Infrastructure Services)
Author : Skrywer: Ilze Fillies
Date : Datum: 23 December 2024
Our Ref : Ons Verw: CMIL LU 2572
Town Planning Ref: LU/15855 – TP410/2023
Re : Insake:

Erf 406 & 398, Raithby: Application for subdivision in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning Bylaw (2023) for the subdivision of Erf 406, Raithby into 4 portions, namely Portion 1 ($\pm 404\text{m}^2$), Portion 2 ($\pm 428\text{m}^2$), Portion 3 ($\pm 405\text{m}^2$), Portion 4 ($\pm 401\text{m}^2$), and the registration of a 6m right of way servitude over Portions 1 to 4 and Erf 398, Raithby and a 8m right of way servitude over Portion .

The application is recommended for approval subject to the following conditions:

1. Sewer
- 1.1 Each erf must have its own sewer connection.
- 1.2 There is currently no sewer capacity in Raithby for the proposed development. The municipality is currently in the process of upgrading the WWTW in Raithby. If the upgrade is not completed before the clearance certificate is submitted, the developer must install conservancy tanks for each erf as an interim solution.
- 1.3 The sewer layout and position of the conservancy tank for each erf must be designed so that in future the conservancy tank can be replaced with the municipal sewer connection point connecting to the municipal sewer line.
- 1.4 No private sewer pipes may cross an internal erf boundary.

FILE NR:

EF 406 RB

SCAN NR:

COLLABORATOR NR:

778883

STELLENBOSCH MUNICIPALITY
PLANNING AND DEVELOPMENT SERVICES

09 JAN 2025

RECEIVED

- 1.5 Please submit an engineering drawing by an ECSA professionally registered Engineer for approval prior to construction of the sewer connection.
- 1.6 All servitudes must be clearly indicated on the engineering services drawing.
- 1.7 Installation must be done by a suitable Contractor appointed by the Owner. The cost of the installation of the sewer connection is for the accounts of the applicant.
- 1.8 No Clearance will be issued unless the Water Services Department has confirmed in writing that the sewer connections have been installed to their satisfaction.
2. **Water**
 - 2.1 Each erf must have its own water connection.
 - 2.2 No private water pipes may cross an internal boundary.
 - 2.3 Please submit an engineering drawing by an ECSA professionally registered Engineer for approval prior to construction of the water connection.
 - 2.4 No Clearance will be issued unless the Water Services Department has confirmed in writing that the water connection has been installed, or proof of installation such as water meter registration (account) is provided.
3. **Roads**
 - 3.1 Each erf must have its own access to a public/private street.
 - 3.2 The cost of the installation of the access is for the account of the applicant.
 - 3.3 All conditions set by the Western Cape Government approval letter Ref DOI/CFS/RP/LUD/REZ/SUB-25/476(Job 30605) dated 2 February 2024 must be complied with prior to clearance.
 - 3.4 All servitudes must be registered before clearance is issued.
4. **General**
 - 4.1 Any changes to any existing civil engineering services of Stellenbosch Municipality are for the account of the owner.
1. **Development Charges (DCs)**
 - 1.1 The following DC's are payable: See Development Charge Calculation attached.
Please note that this calculation is indicative at this stage. A final calculation will be provided prior to payment.

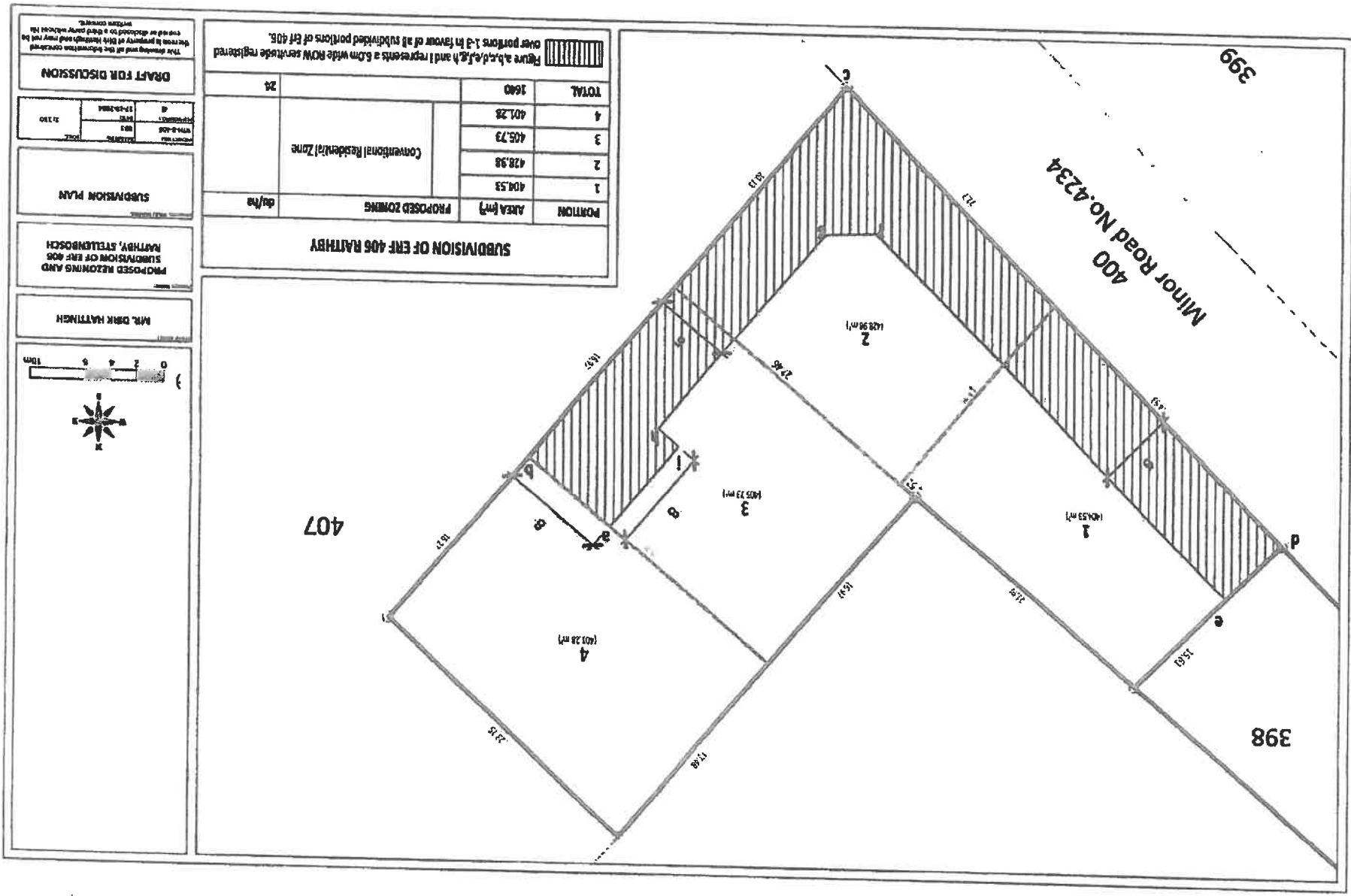
- 1.2 The DC's were calculated by using the 2024/2025 tariff structure. If DC's are paid after 30 June 2025 it will have to be recalculated by using the tariff structure and DC Policy principles applicable at date of payment.
- 1.3 The appropriate DC's are payable before subdivision clearance.
- 5. Clearance Certificates**
- 5.1 The Municipality reserves the right to withhold any clearance certificates until such time as the applicant has complied with the above-mentioned conditions.



Ilze Fillies
Principal Technician: Development (Infrastructure Services)

N:\2.0 DEVELOPMENT\01 Land Use applications\2572 (IF) Erf 406& 398 Ratibby (LU-15855 TP-410-2023)\2572 Erf 406& 398 Ratibby (LU-15855 TP-410-2023) - APP.doc





Stellenbosch Municipality
Development Charge Calculation

Application Number:	2572 (RF) ERF 4068, 388 Raitby (LU-15635 TP4-10-2023)
Development Name:	
Date:	23 December 2024
Financial Year:	2024/2025
ErF Location (Select from 7 Locations):	Raitby
ErF Region (Select Urban or Rural):	Urban
ErF No. / Farm No.:	ErF 406 & 388
DC Parameters Reference:	Proposed rezoning and subdivision of erf 406 Raitby Stellenbosch Proj No RTH-E-406 Row No 4 dated 17 October 2024 Drk Hattigh

APPLICATION INFORMATION

Service	Unit(s)	Wider	Wider	Wider	Stormwater	Solid Waste	Roads & Transport	Sub Total (Civil Eng Services)	Community	Totals
Total Increased Services Usage:	1,8	1,7	0,044	0,12					persons	
Total Service Usage Reduction:	0	0	0	0					0	
Total Service Usage after Reduction:	1,80	1,70	0,04400	0,120					12	
Charges before adjusting for positive only, before Deductions	R 17 577,48	R 24 307,22	R 7 051,85	R 12 336,00	R 149 381,31	R 210 653,65	R 48 951,76	R 259 305,91		
Charges adjusted for positive only, before Deductions	R 17 577,48	R 24 307,22	R 7 051,85	R 12 336,00	R 149 381,31	R 210 653,65	R 48 951,76	R 259 305,91		
Total Deductions:	R -	R -	R -	R -	R -	R -	R -	R -		
Total Development Charges Payable (excluding VAT):	R 17 577,48	R 24 307,22	R 7 051,85	R 12 336,00	R 149 381,31	R 210 653,65	R 48 951,76	R 259 305,91		
VAT:	R 2 039,62	R 3 046,08	R 1 057,78	R 1 850,40	R 22 407,20	R 31 598,08	R 7 297,76	R 39 885,84		
Total Development Charges Payable (including VAT):	R 20 214,10	R 27 953,30	R 8 109,62	R 14 186,40	R 171 788,51	R 242 251,73	R 56 949,52	R 298 201,48		

APPLICATION INFORMATION

Application Processed by:	Its Files
Signature:	<i>AKILLAS</i>
Notes:	

ANNEXURE D



**Western Cape
Government**

Department of Infrastructure
Vanessa Stoffels
Chief Directorate: Road Planning
Vanessa.Stoffels@westerncape.gov.za | Tel: 021 483 4669

Ref: DOI/CFS/RP/LUD/REZ/SUB-25/476 (Job 30605)

The Municipal Manager
Municipality
PO Box 17
STELLENBOSCH
7599

Attention: Mr Ulrich von Molendoff

Dear Sir

CLIENT NR:	OUTGOING POST
EC-308 RB	
DAN NR: 408 RB	
COLLABORATOR NR: 763656	

ERF 406 AND ERF 398 RAITHBY: MINOR ROAD 4234: APPLICATION FOR REZONING, SUBDIVISION AND REGISTRATION OF RIGHT OF WAY SERVITUDES

1. The following refer:
 - 1.1. The letter 15/2/6/2 & 16/1/1/9/04234 from the Cape Winelands District Municipality to you dated 7 December 2012.
 - 1.2. The Notice of Land Development Application LU15855 (TP410/3023) received via email from Nautecon Trading and Investments dated 8 September 2023 containing.
 - 1.3. The undated Motivation report prepared by Nautecon Trading and Investments containing the following plans:
 - The Subdivision Plan No C5128D/Sub Plan 1 prepared by Diesel & Munns dated May 2023; and
 - Right of way Servitude Plan No. C5128/Ser Plan 2 prepared by Diesel & Munns dated May 2023.
 - 1.4. A site visit conducted on 17 September 2023.
 - 1.5. The updated Rezoning and Subdivision Plan RTH-E-406 prepared by BBS Town and Regional Planning Consultants dated 8 December 2023.
 - 1.6. The following updated plans prepared by BBS Town and Regional Planning Consultants dated 18 January 2024:
 - Combined right of way Servitude Plan;
 - Right of way Servitude Plan over Erf 398 in favour of Erf 167 (Cemetery);
 - Right of way Servitude Plan over Erf 398 in favour of all subdivided portions of Erf 406; and

- Right of Way Servitude Plan registered over Erf 406 in favour of all subdivided portions of Erf 406.
2. Minor Road 4234 (OP4234) is directly affected by this application for a proposed access at $\pm$ km 0.11 right hand side (RHS).
 3. The application entails following:
 - 3.1. The subdivision of Erf 406, Raitibby into 7 portions, namely Portion 1 ($\pm$ 244m²), Portion 2 ($\pm$ 232m²), Portion 3 ($\pm$ 358m²), Portion 4 ($\pm$ 197m²), Portion 5 ($\pm$ 196m²), Portion 6 ($\pm$ 217m²) and Portion 7 ($\pm$ 196m²);
 - 3.2. The phasing of the development on a per erf basis;
 - 3.3. The registration of a 6m right of way servitude over Portions 1 to 5 of Erf 406 and Erf 398 Raitibby as well as an 8m right of way servitude over Portion 6;
 - 3.4. The registration of a 6.5m wide right of way servitude over Erf 398 in favour of all subdivided portions of Erf 406; and
 - 3.5. The registration of a 6.5m wide right of way servitude over Erf 398 in favour of Erf 167 (Cemetery);
 4. This Branch offers no objection to the above application for subdivision and registration of right of way servitudes subject to the following conditions:
 - 4.1. The new access off OP4243 to Erf 167, 398 and 406 must be at $\pm$ km 0.11 RHS;
 - 4.2. The existing access at $\pm$ km 0.13 RHS must be closed permanently and the road reserve, boundary fence and drainage reinstated;
 - 4.3. Stellenbosch municipality must ensure that all the right of way servitudes are registered to ensure legal and unfettered access to all affected properties;
 - 4.4. The new access must be 6.8m wide, have an edge-beam and the bell-mouth must have a radii of 6m;
 - 4.5. The surface of the access must be hardened to prevent gravel from being transported onto OP4243;
 - 4.6. The design and construction of the access must be approved and supervised by the District Engineer in Paarl;
 5. This Branch, in terms of Act 21 of 1940, approves the subdivision of Erf 406 Raitibby as presented in the Rezoning and Subdivision Plan No. RTH-E-406 prepared by BBS Town and Regional Planning Consultants dated 8 December 2023.

Yours Sincerely



SW CARSTENS
For DEPUTY DIRECTOR-GENERAL: TRANSPORT INFRASTRUCTURE
DATE: 2 FEBRUARY 2024

ENDORSEMENTS

1. Stellenbosch Municipality

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

2. Nautecon Trading and Investments

Attention: Mr D Hattingh (e-mail: dirk@dirkhattingh.com)

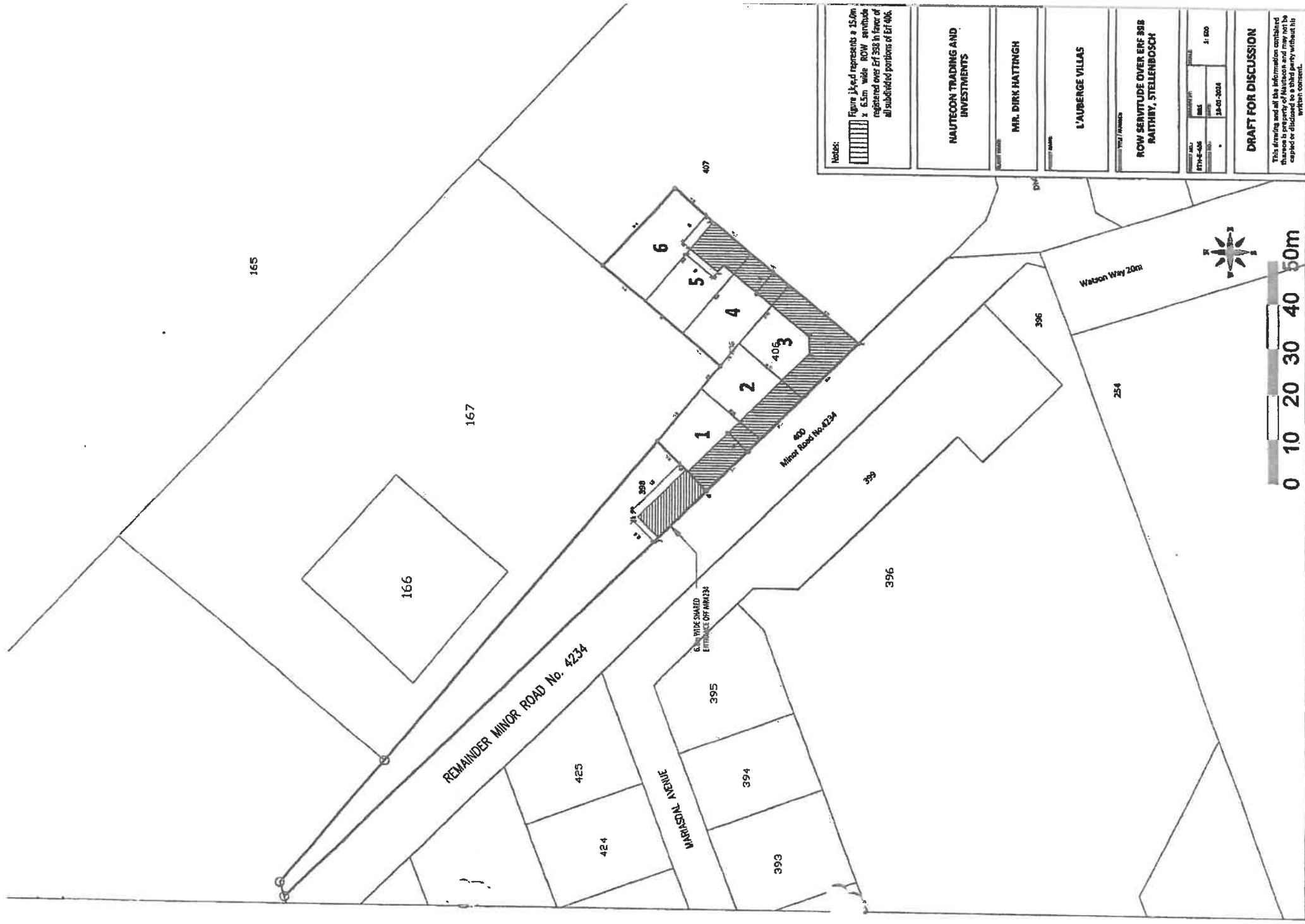
3. District Roads Engineer: Paarl

4. Mr E Smith (e-mail)

5. Mr SW Carstens (e-mail)

6. Me S du Preez (email)

7. Mr B du Preez (e-mail)



Notes:
 Figure 1/led represents a 15.0m x 6.5m wide ROW servitude registered over Erf 398 in favor of all subdivided portions of Erf 406.

NAUTECON TRADING AND INVESTMENTS

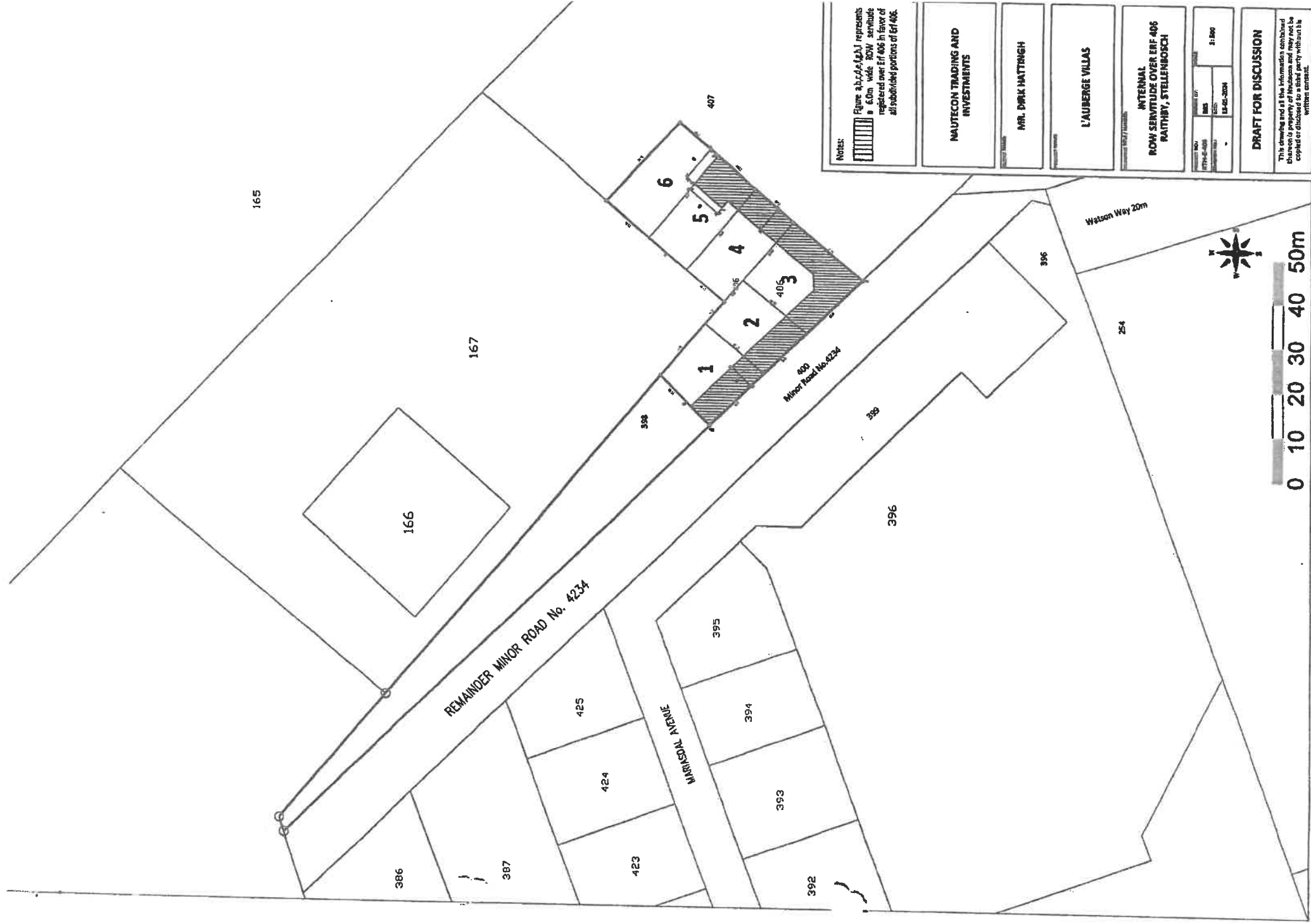
MR. DIRK HATTINGH

L'AUBERGE VILLAS

ROW SERVITUDE OVER ERFS 398 BATHUR, STELLENBOSCH

PROJECT NO.	1717-E-406	DATE	18-01-2024
SCALE	1:800		

DRAFT FOR DISCUSSION
 This drawing and all the information contained therein are the property of the drafter and may be copied or disclosed to a third party without his written consent.



Notes:

Figure 1.b.c.d.e (p.1) represents a 6.0m wide 20m servitude registered over Erf 406 in favor of all subdivided portions of Erf 406.

NAUTECON TRADING AND INVESTMENTS

MR. DIRK HATTINGH

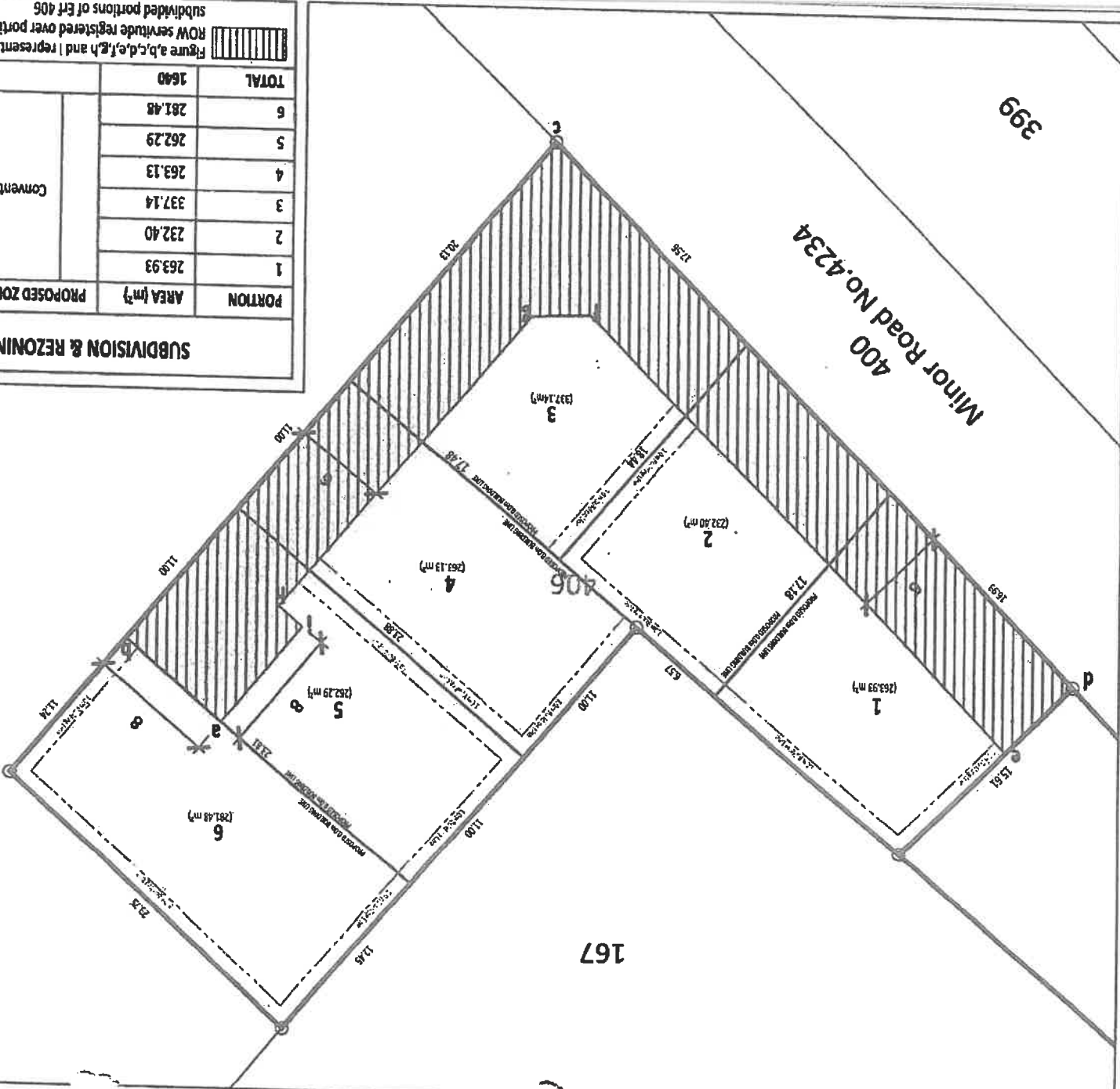
L'AUVERGNE VILLAS

INTERNAL ROW SERVITUDE OVER ERF 406
RAITHBY, STELLENBOSCH

PROJECT NO.	17719-E-406	DATE	14-01-2024
PROJECT NAME		SCALE	1:1000

DRAFT FOR DISCUSSION

This drawing and all the information contained therein is property of the drafter and may not be copied or distributed without his written consent.



SUBDIVISION & REZONING OF ERF 406 RAITHBY		AREA (m ²)	PROPOSED ZONING	du/ha
PORTION				
1		263.93		
2		232.40		
3		337.14		
4		263.13		
5		262.29		
6		281.48		
TOTAL		1640		
Conventional Residential Zone				
37				



subdivided portions of Erf 406
ROW servitude registered over portions 1-4 in favour of all
Figure a,b,c,d,e,f,g,h and i represents a 5.0m and 8.0m wide

DRAFT FOR DISCUSSION

This drawing and all the information contained therein is property of the writer. It is to be used for the purpose for which it was prepared and may not be copied or disposed of in any way without the written consent of the writer.

PROPOSED REZONING AND SUBDIVISION OF ERF 406 RAITHBY, STELLENBOSCH

REZONING AND SUBDIVISION PLAN

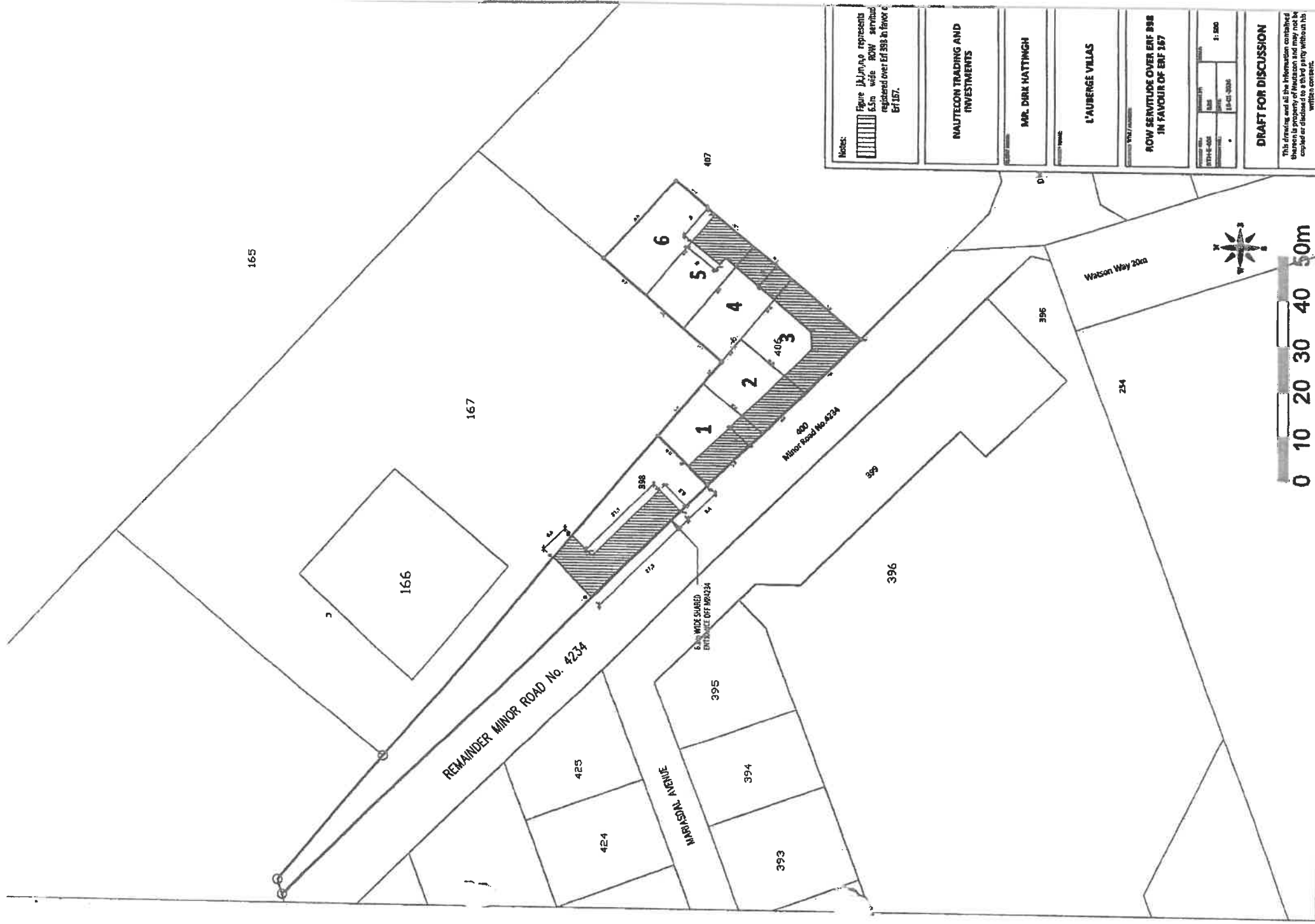
MR. DIRK HATTINGH

BRS

FORM AND REZONING PLANNING COMMITTEE

0 2 4 6 8 10m

10m



Notes:

Figure 12.10.0.0 represents 6.5m wide ROW servitude registered over ERF 393 to favour of ERF 167.

NAUTECON TRADING AND INVESTMENTS

MR. DIAN HATTINGH

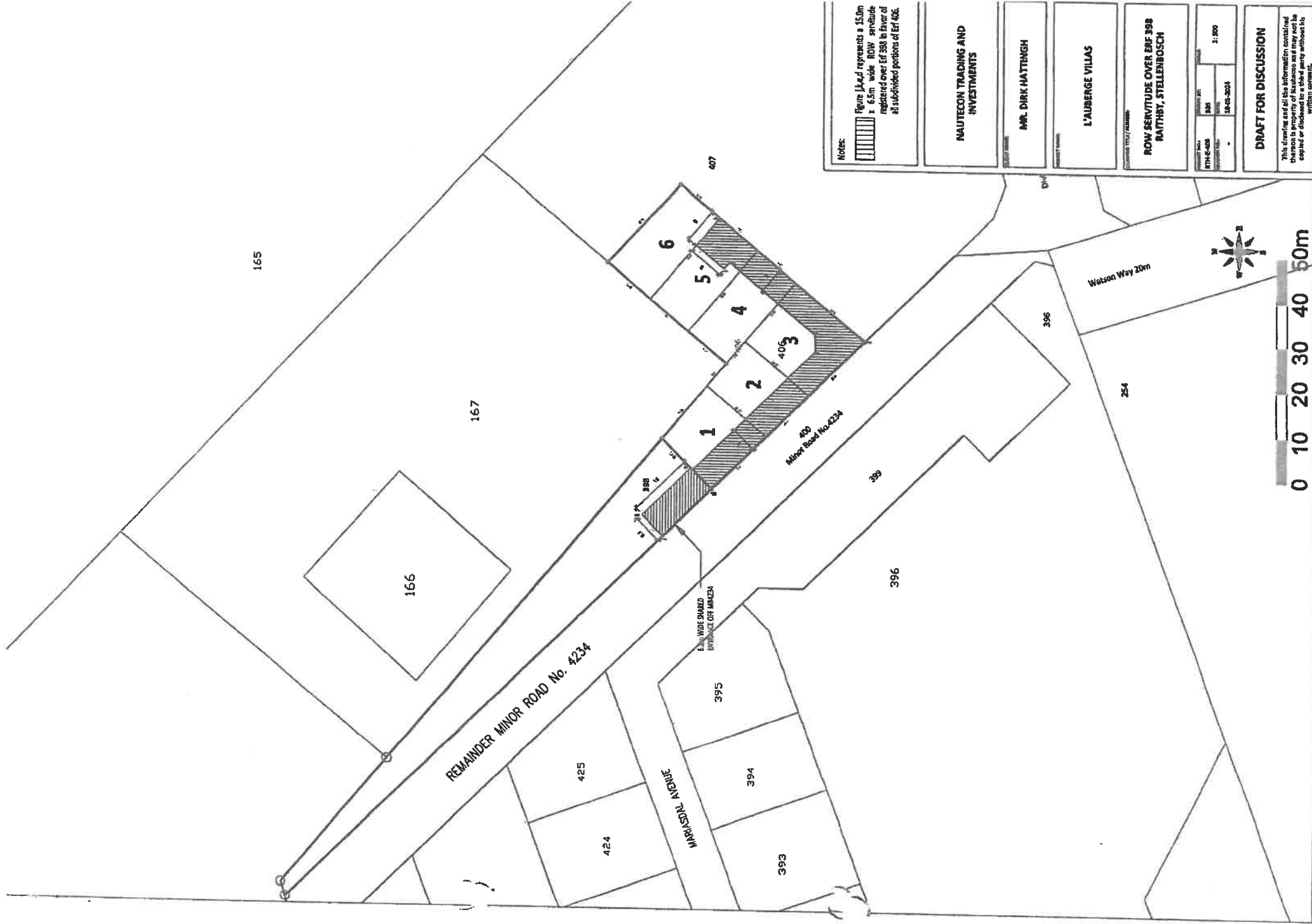
L'AUBERGE VILLAS

ROW SERVITUDE OVER ERF 393 IN FAVOUR OF ERF 167

1:500

DRAFT FOR DISCUSSION

This drawing and all the information contained therein is property of Nautecon and may not be copied or disclosed to a third party without his written consent.



Notes:

Figure 1A(d) represents a 15.0m x 6.5m wide ROW servitude registered over Erf 398 in favor of all subdivided portions of Erf 400.

NAUTECON TRADING AND INVESTMENTS

MR. DIRK HATTINGH

L'AUBERGE VILLAS

ROW SERVITUDE OVER ERF 398
BATHST, STELLENBOSCH

PROJECT NO.	DATE	SCALE
RTM-E-408	2014	1:500
PROJECT NAME	18-01-2024	

DRAFT FOR DISCUSSION

This drawing and all the information contained hereon is property of Nautecon and may not be copied or distributed in any way without its written consent.

165

3

166

167

REMAINDER MINOR ROAD No. 4234

425

424

WATERSAL AVENUE

6.0m WIDE SHARED
ENTRANCE OFF NAB234

395

394

393

Minor Road No. 4234

396

398

396

Watson Way 20m

254



407

Notes:

Figure A,B,C,D,E,F,G,H,I represents a 6.0m wide ROW servitude registered over Erf 406 in favor of all subdivided portions of Erf 406.

Figure J,K,L,M,N,O represents a 6.5m wide ROW servitude registered over Erf 398 in favor of all subdivided portions of Erf 167.

Figure P,Q,R,S represents a 15.0m wide ROW servitude registered over Erf 398 in favor of all subdivided portions of Erf 406.

NAUTECON TRADING AND INVESTMENTS

MIL DIRK HATTINGH

L'AUSENGE VILLAS

SERVITUDE PLAN

PROJECT NAME	PROJECT NO.	SCALE	DATE
PTW-4-406	406	1:500	18-02-2024

DRAFT FOR DISCUSSION

This drawing and all the information contained thereon is property of Nautecon and may not be copied or distributed without the written consent.

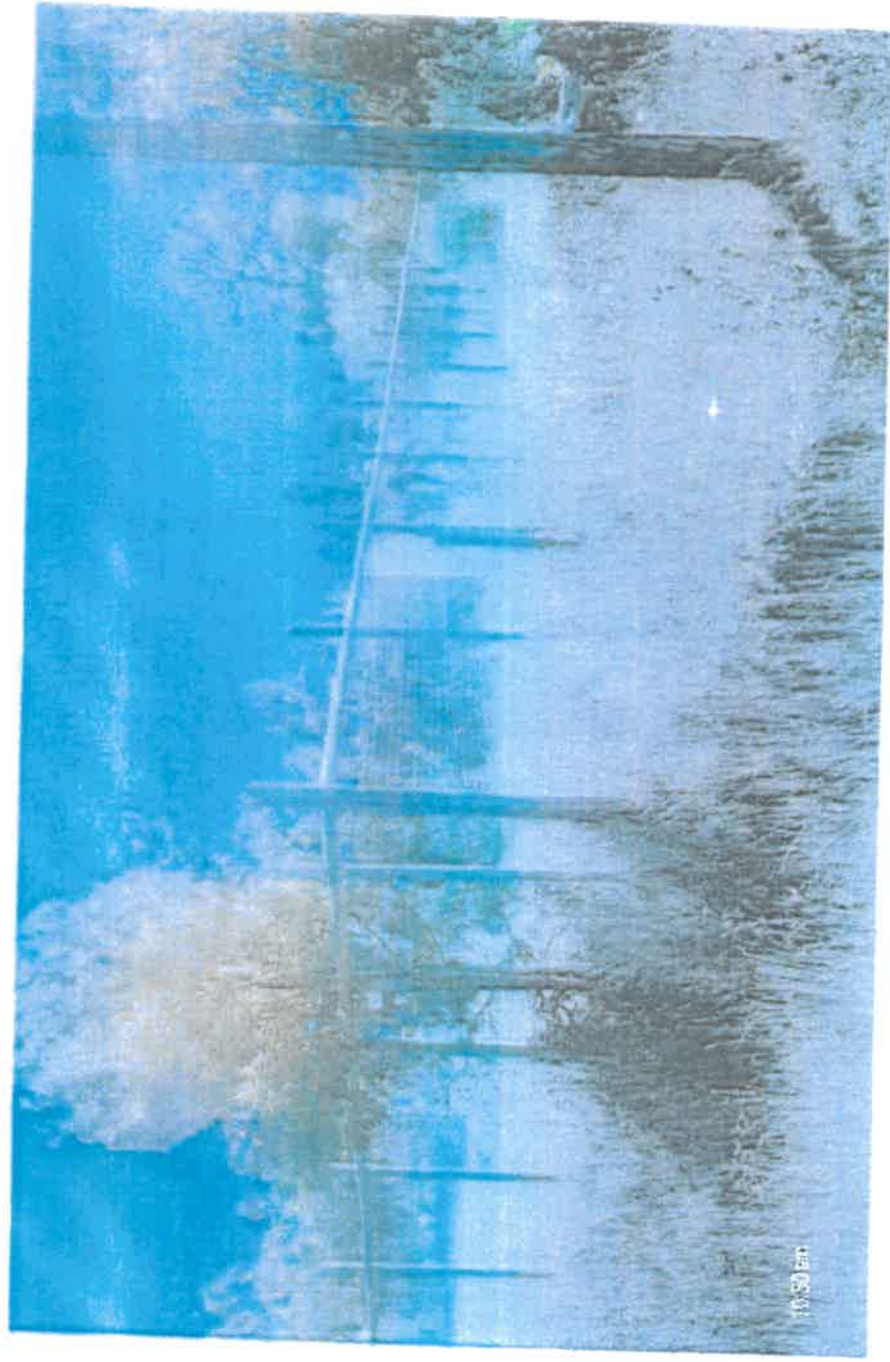
ANNEXURE E



Access to cemetery and Erf 406RB over Erf 389RB



Property adjacent to Erf 406RB



View of Erf 406RB from Minor Road



View from Minor Road access and proposed access onto Erf 406RB



Raithby Minor Road intersecting with Watson Way in Raithby



Access to Winelands Village. The estate Erf 406RB was part off.



Winelands Village Estate viewed from Erf 406RB and Raithby Minor Road



View of Raithby Vines Estate.

APPENDIX 3

Constitution for Auberge Villas

CONSTITUTION

OF



HOME OWNERS

ASSOCIATION

Revision 2 dated 29 June 2025
Subject to Municipal Approval

TABLE OF CONTENT

1. Interpretation
2. Establishment
3. Membership of the Association
4. Financial Affairs/Levies
5. Objects and Responsibilities of the Association
6. Entrenched Provisions
7. Trustees
8. Proceedings of Trustees
9. General Meetings of the Association
10. Notice of Meetings
11. Proxies
12. Quorum
13. Adjournment by Chairman with consent of meeting
14. Voting rights of members
15. Accounting Records
16. Indemnity
17. Dispute Resolution
18. Service of Notices
19. Dom cilium and service of notices
20. Privilege in respect of defamation
21. Own Risk
22. Rates and Taxes
23. Amendment of Constitution and Architectural Guidelines
24. Estate Rules
25. Electricity and Water Meters
26. Penalties determined by the Trustees Committee
27. General

List of Appendix s

Appendix A: Diagram

Appendix B: Estate

Appendix C 1: External Servitude

Appendix C 2: Internal Servitude

Appendix C 3: Erf 167 Servitude

Appendix D: Fine Schedule

1. INTERPRETATION

- 1.1 In this Constitution:-
- 1.1.1 clause headings are for convenience only and are not to be used in its interpretation;
- 1.1.2 an expression which denotes -
- 1.1.2.1 any gender includes the other genders;
- 1.1.2.2 a natural person includes a juristic person and vice versa; and
- 1.1.2.3 the singular includes the plural and vice versa;
- 1.2 In this Constitution, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:-
- 1.2.1 **“AFSA”** means the Arbitration Foundation of Southern Africa;
- 1.2.2 **“Annual General Meeting”** means the annual general meeting of the Members of the Association envisaged in sub-clause 9.2 below;
- 1.2.3 **“Architectural Guidelines”** means the regulations formulated to govern the positioning, structure and appearance of buildings and/or structures on Erven, as well as landscaping and building activities on erven. Notwithstanding the provisions of this definition, aspects of matters described in this sub-clause may be dealt with in the Rules;
- 1.2.4 **“Association”** means the Auberge Villas Home Owners Association envisaged herein;
- 1.2.5 **“Auditors”** means the auditor of the Association appointed from time to time in terms of this Constitution;
- 1.2.6 **“Chairperson”** means the chairperson of the Trustee Committee;
- 1.2.7 **“Common Property”** means any part of the land which may be owned by the Association from time to time, if any;
- 1.2.8 **“Companies Act”** means the Companies Act No. 71 of 2008 (as

amended) or any replacement thereof from time to time;

1.2.9 **“Consents”** means the relevant approvals relating to the rezoning and subdivision of the Estate and the Services linked thereto;

1.2.10 **“Constitution”** means this constitution as amended from time to time and shall include the Regulations where applicable or appropriate;

1.2.11 **“Council”** means the Stellenbosch Local Municipality and, where applicable or appropriate, shall include its predecessors and its successor/s or such authority from time to time having jurisdiction over the Estate;

1.2.12 **“Deed of Sale”** means a deed of sale in respect of an Erf between the Developer on the one hand and an End User on the other hand;

1.2.13 **“Developer”** means Nautecon Trading and Investments (Pty) Ltd, registration number 2011/001046/07 and shall include its successor in title and/or assign/s and/or any other corporate entity used by the Developer (or its shareholder/successors in title) to develop the Estate, any other portion of the Estate or the Property, nominated by unanimous resolution by the board of directors of the Developer from time to time;

1.2.14 **“Developer Associated Company”** a company associated with the Developer, which shall include any company nominated by the Developer within 120 days after the transfer of the first erven to end-users by way of written notice to the Association.

1.2.15 **“Developer Erven”** means any Erven owned by the Developer or an Associated Company of the Developer;

1.2.16 **“Developer Trustee”** means a trustee or trustees appointed by the Developer from time to time;

1.2.17 **“Development Period”** means the period from the establishment of the Association until all erven forming part of the Estate have been sold by the Developer or an Associated Company of the Developer and houses have been constructed thereon, alternatively until the

Developer notifies the Association by notice in writing that it waives all of the rights herein conferred upon it during the Development Period, which it shall be entitled to waive in whole or in part as it, in its discretion, may deem fit;

1.2.18 **“Diagram”** means the diagram annexed hereto marked Appendix “A”, which diagram may be altered to incorporate any extension to the Estate as envisaged herein;

1.2.19 **“Edustrat”** means a non-profit company with company registration number 2024/514945/08.

1.2.20 **“End User”** means a transferee of any Erf after the date of the establishment of the Association as envisaged in sub-clause 2 below other than the Developer, or a **Developer Associated Company**, and shall include the first transferee envisaged in 2 below;

1.2.21 **“Entrenched Provisions”** means the provisions described in clause 6 below;

1.2.22 **“Erf”** means:

1.2.22.1 any erf resulting from the subdivision of the Estate;

1.2.22.2 any sectional title unit as defined in section 1 of the Sectional Titles Act No. 95 of 1986 (hereinafter referred to as “the Sectional Titles Act”) situate in the Estate;

1.2.22.3 any unit or immovable property in the Estate in respect of which separate ownership can be registered in the Deeds Office;

1.2.22.4 any right, pursuant to any certificate of real right (in respect of property in the Estate) reserved in terms of sections 12 and 25 of the Sectional Titles Act to erect and complete any building or portion of a building which is proposed to constitute a section as defined in the said act, from the date of issue by the Registrar of Deeds of the certificate until such time as the sectional title deed defined in terms of the said act is registered in respect of that section and, when

used in the singular, shall be deemed to be a reference to one of the Erven;

1.2.22.5 any erf resulting from an election to extend the Estate as envisaged in sub-clause 1.2.27 below;

and “Erven” shall be a reference to more than one Erf;

1.2.23 **“External Servitude”** means the Servitude as shown in Appendix C1 attached hereto, which will be registered in favour of the Association by the Developer upon terms and conditions as determined by the Developer which shall include the following:

1.2.23.1 The servitude area may be used by the Trustees and members of the HOA, to gain access to their properties, for purposes of:

1.2.23.1.1	Pedestrian and vehicle access.
1.2.23.1.2	Gas Infrastructure installation.
1.2.23.1.3	Water infrastructure installation
1.2.23.1.4	Solid waste removal.
1.2.23.1.5	Irrigation installation
1.2.23.1.6	Electrical infrastructure
1.2.23.1.7	Maintenance and construction of the servitude area
1.2.23.1.8	Fibre installation

1.2.23.2 In order to allow access to the servitude area, the Owner of erf 398, and the Association will at all times allow the Trustees and members of the HOA, their guests, agents, employees, contractors and invitees, together with such vehicles and equipment as may be required for the purpose of the servitude, to use the same.

1.2.23.3 The HOA will level, compact, repair and maintain the surface of the servitude area. The HOA may bring onto and store on land adjacent to the servitude area, any material

required for the construction and maintenance of the servitude area. No structures or fencing may be erected by the Transferee within the servitude area.

1.2.23.4 All risk of damage to the surface of the servitude area shall vest in the HOA, who will at all times keep the servitude area tidy and in good repair.

1.2.23.5 The Developer, the Owner of erf 398 and/or the Association shall not be liable for any loss, damage or injury to any person, thing or property that was caused within the servitude area.

1.2.23.6 The HOA shall not excavate, quarry or do anything within the servitude area that will prejudice the lateral support of the property adjacent to the servitude area.

1.2.23.7 This agreement shall be binding upon the parties' heirs, executors, successors in title/office, administrators or assigns.

1.2.23.8 The parties record that no consideration will be paid by the HOA.

1.2.23.9 The Association and its members accept the sharing of part of the servitude with the Erf 167 Servitude.

1.2.24 **"Internal Servitude"** means the Servitude as shown in Appendix C2 attached hereto which will be registered in favour of the Association by the Developer (which will benefit and encumber each Erf) upon terms and conditions as determined by the Developer which shall include the following:

1.2.24.1 The servitude area may be used by the Developer, Trustees and members of the HOA, to gain access to their properties, for purposes of:

1.2.24.1.1 Pedestrian and vehicle access.

1.2.24.1.2 Gas Infrastructure installation.

- 1.2.24.1.3 Water infrastructure installation
- 1.2.24.1.4 Solid waste removal.
- 1.2.24.1.5 Irrigation installation
- 1.2.24.1.6 Electrical infrastructure
- 1.2.24.1.7 Maintenance and construction of the servitude area
- 1.2.24.1.8 Fibre installation

1.2.24.2 In order to allow access to the servitude area, the Association will at all times keep the servitude area open to the Trustees and members of the HOA, their guests, agents, employees, contractors and invitees, together with such vehicles and equipment as may be required for the purpose of the servitude.

1.2.24.3 The HOA will level, compact, repair and maintain the surface of the servitude area. The HOA may bring onto and store on land adjacent to the servitude area, any material required for the construction and maintenance of the servitude area. No structures or fencing may be erected by the Transferee within the servitude area.

1.2.24.4 All risk of damage to the surface of the servitude area shall vest in the HOA, who will at all times keep the servitude area tidy and in good repair.

1.2.24.5 The Developer and Association shall not be liable for any loss, damage or injury to any person, thing or property that was caused within the servitude area.

1.2.24.6 The Association shall not excavate, quarry or do anything within the servitude area that will prejudice the lateral support of the property adjacent to the servitude area.

1.2.24.7 This agreement shall be binding upon the parties' heirs, executors, successors in title/office, administrators or

assigns.

1.2.24.8 The parties record that no consideration will be paid by the HOA.

1.2.25 **“Erf 167 Servitude”** means the Servitude as shown in C3 attached hereto. The wording of the servitude agreement and the timing of the registration of the Erf 167 Servitude will be determined by the Developer and its successors Title in its sole and absolute discretion.

1.2.26 **“Erf 398”** means Erf 398 Raithby;

1.2.27 **“Estate”** means Erven 1, 2, 3 and 4 Raithby, as identified on Appendix B, together with the External Servitude title and interest of the Association in and to the Services together with such other land adjacent to the Estate and/or the Property, as the Developer may elect to incorporate into the Estate during the Development Period. If the Developer makes an election as envisaged in this sub-clause the applicable provisions of this Constitution, the Rules and the Building Rules shall be adjusted at the request of the Developer, to make provision for the additional erven, servitudes, rights and common property resulting from the election to extend, and all members shall be obliged to support such adjustment;

1.2.28 **“General Meeting”** means any meeting of the Members of the Association held in terms of clauses 9 - 12 below and shall include an annual general meeting and/or a special general meeting;

1.2.29 **“Financial Year”** means the financial year of the Association which shall run from the first day of March in each year until the last day of February in the subsequent year or such other date as may be determined by Members in terms of sub-clause 4.1 below, as the case may be;

1.2.30 **“Levy”** means the levy or levies referred to in clause 4 below;

1.2.31 **“Local Authority”** means any local authority having jurisdiction in respect of the Estate or the relevant portion thereof, presently being

the Council;

1.2.32 **“Managing Agent”** means for the duration Development Period and seven years thereafter, a managing agent nominated by the Developer which may include a Developer Associated Company nominated by the Developer until such time that the Developer informs the Association writing that it does not wish to proceed with being the Managing Agent.

1.2.33 **“Member”** means a registered owner of one or more Erven and **“Members”** means a reference to more than one Member and shall include, if any owner of any land the Developer may elect to incorporate in the Estate from time to time envisaged in this Constitution;

1.2.34 **“Ordinary Resolution”** means a resolution passed in compliance with this Constitution at a duly constituted General Meeting by simple majority of Members entitled to vote at that meeting, who are present in person or by proxy;

1.2.35 **“Property”** means Erf 406, Raithby.

1.2.36 **“Regulations”** means the Architectural Guidelines, the Rules and the Building Rules;

1.2.37 **“Review Architect”** means one or more architects nominated by the Developer during the Development Period and five years thereafter, and after five years after the expiry of the Development Period, by unanimous resolution of the Trustee Committee which shall, after five years after the expiry of the Development Period, also be entitled to remove any Review Architect by unanimous resolution of the Trustees and the approval of the Developer;

1.2.38 **“Rules”** means regulations governing the conduct of persons and the affairs of the Association and the Estate which shall include the conduct of all persons gaining access to the Estate and/or utilise any of the Services and may include penalties and any other obligation or remedy, to maintain and control security upon the Estate and

procure adherence to the said rules, which rules, without limiting the generality of the above, may be rules relating to the control, management, administration, use and enjoyment of any common property of the Association or any Services, and may include measures to procure control of building activities in the Estate and adherence to the Architectural Guidelines;

1.2.39 **“Building Rules”** means the same as Rules just including builders

1.2.40 **“Services”** means such utilities and amenities as may be provided or managed by or on behalf of the Association for/to Members and, where applicable, residents within the Estate which may include roads, road systems, verges, parking bays, water pipes and supply systems, reservoirs, water meters, borehole/s under the control of the Association, electricity conduits and/or meters, sewerage pipes, electricity cables, electrical substations, telecom cables and systems, stormwater, main entrance, entrance gates, street lighting (if applicable), street furniture, boundary fences, boundary walls, fire control measures and any other engineering services within or upon the Servitude area and, to the extent applicable, on Erven;

1.2.41 **“Servitude”** means the servitude registered alternatively to be registered in respect of the access road identified on erven 398 Raithby and 406 Raithby, which servitude may include the right to lead water, stormwater, sewerage, electricity and/or any form of conduit linked to telecommunication or similar system to/from any Erf, the Estate or any portion of the Property and similar and/or such additional servitudes as the Developer may reasonably require in respect of the potential development of any portion of the Property from time to time or any land adjacent to the Estate, as it is constituted from time to time which the Developer may elect to incorporate from time to time, and any rights and obligations of the Association in respect thereof, including but not limited to the External Servitude, the Internal Servitude and the Erf 167 Servitude;

- 1.2.42 **“Special Resolution”** means a resolution passed in compliance with this Constitution at a duly constituted general meeting by not less than 75% (seventy five percent) of Members entitled to vote at that meeting who are present in person or by proxy;
- 1.2.43 **“Trustees”** means the trustees of the Association;
- 1.2.44 **“Trustee Committee”** means any committee of Trustees of the Association appointed in terms of this Constitution;
- 1.2.45 **“Trustee”** means a person appointed to the Trustee Committee;
- 1.3 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 0 or elsewhere in this Constitution, shall be given effect to as if it were a substantive provision in the body of the Constitution.
- 1.4 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Constitution.
- 1.5 Subject to clauses 1.7 and 1.13, defined terms appearing in this Constitution in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 1.6 A reference to any statutory enactment shall be construed as a reference to that enactment as at the date of establishment of the Association as envisaged in sub-clause 2 below and as amended or substituted from time to time.
- 1.7 Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time.
- 1.8 Unless specifically otherwise provided, any number of days prescribed shall

be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

1.9 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

1.10 No provision herein shall be construed against or interpreted to the disadvantage of a person by reason of such person having or being deemed to have structured, drafted or introduced such provision.

1.11 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

1.12 Any reference in this Constitution to "this Constitution" shall be construed as a reference to this Constitution, or, as the case may be, as amended, varied, novated or supplemented from time to time.

1.13 This Constitution incorporates the Appendix s which Appendix s shall have the same force and effect as if set out in the body of this Constitution. In this Constitution the words "clause" or "clauses" and "Appendix " or "Appendix s" refer to clauses of and Appendix s to this Constitution.

2. ESTABLISHMENT

2.1 The Association shall be established in terms of Development Conditions set by Stellenbosch Municipality and also by agreement between members and shall commence simultaneously with the registration in the Deeds Office of the first of the Erven into the name of a person other than the Developer.

2.2 The liability of Members shall be limited to their respective unpaid levies, contributions and/or penalties from time to time and any claim the Association may have against such Member.

2.3 The Association shall exist independent of its Members with perpetual

succession capable of:

- 2.3.1 acquiring, holding, leasing and/or alienating property, both movable and immovable;
 - 2.3.2 suing and being sued in its own name;
 - 2.3.3 taking on obligations;
 - 2.3.4 acquiring, alienating and renegotiating rights of servitude and/or similar rights, and accompanying obligations;
 - 2.3.5 implementing the provisions of this Constitution.
- 2.4 None of the Members in their personal capacities shall have any right, title or interest to or in the property, funds or assets of the Association, which shall vest in and be controlled by the Trustee Committee on behalf of the Association in terms hereof.
- 2.5 The Association shall not be for profit but for the benefit of Members.
- 2.6 The Association shall formally represent the collective mutual interests of the Estate in accordance with the conditions of approval and this Constitution.

3. MEMBERSHIP OF THE ASSOCIATION

- 3.1 Membership of the Association shall be compulsory for:
- 3.1.1 the Developer during the Development Period and seven years after the expiry of the Development Period, irrespective of any erven owned or not owned by the Developer, unless the Developer gives written notice to withdraw or suspend its membership in terms of this clause.;
 - 3.1.2 every registered owner of an Erf and any successor in title;
 - 3.1.3 Any owner of land or an Erf, incorporated into the Estate by the Developer pursuant to the provisions hereof.
- 3.2 Subject to the above, Membership shall commence simultaneously with the registration of transfer of an Erf into the name of the transferee.

- 3.3 Membership of the Association shall, subject to the provisions hereof, be limited to the registered owners of Erven situate within the Estate provided that:
- 3.3.1 the Developer shall be deemed to be a member of the Association during the Development Period in respect of the Developer Erven or any of them and shall be entitled to exercise the voting rights in respect of such Erven;
- 3.3.2 a person who is entitled to obtain a certificate of registered title in respect of any Erf shall be deemed to be the registered owner thereof;
- 3.3.3 where any such registered owner is more than one person, all registered owners of the Erf shall be deemed, jointly and severally, to be one member of the Association and shall nominate one of them to represent them and to vote at any meeting of the Association.
- 3.4 Members shall be obliged to comply with the Constitution and the Regulations.
- 3.5 When a Member ceases to be the registered owner of an Erf he shall ipso facto cease to be a member of the Association, save for the Developer, who shall remain a member of the Association during the Development Period.
- 3.6 The registered owner of an Erf shall not be entitled to resign as a member of the Association.
- 3.7 No Member shall be entitled to sell or transfer an Erf unless:
- 3.7.1 the transferee becomes a member of the Association;
- 3.7.2 such Member (save for the Developer and Developer Associated Companies) obtains the written consent of the Association (prior to transfer), which consent shall be given on written request of the intended conveyancer, provided that –
- 3.7.2.1 such Member has paid to the Association all levies, contributions, penalties and/or any other amounts of whatsoever nature or howsoever arising, owing by such

Member to the Association and an additional amount equivalent to the levies payable for 5 (five) months starting in the month succeeding the consent;

3.7.2.2 the Member has complied with all obligations imposed by this Constitution;

3.7.2.3 the transferee agrees, in writing, to be bound by this Constitution and the Regulations and shall also be bound to comply with the Entrenched Provisions imposed contractually by the Developer upon the initial purchaser of the applicable Erf which agreement at the request of the Developer shall be in the form of a direct agreement with the Developer or *stipulatio alteri* (contract for the benefit of a third party) between the Member and the Purchaser which shall be provided to the Association prior to the issue of a clearance certificate and be open for acceptance by the Developer until the end of the Development Period;

3.7.2.4 the selling Member agrees and undertakes, against transfer of the Erf, to pay an amount equivalent to 0,5% (zero comma five percent) of the sale price of an Erf, including of estate agent's commission and/or VAT (if applicable). The Association shall use all money collected pursuant to the provisions of this sub-clause to establish a bursary fund for children of Raithby through Edustrat and managed by Edustrat Edustrat which will allocate bursaries/loans for the children of Raithby in such manner and at such intervals as the Edustrat may, in its sole and absolute discretion, deem fit, provided that the said levy shall only be payable by End Users (namely upon the sale of an Erf by an End User) and their successors in title. Edustrat shall not charge more than 20% of the funds received from the Association for administrative costs and expenses. Upon transfer the 0,5% shall be paid to

Edustrat directly by the transferring attorneys to Edustrat. Edustrat shall procure the administration and application of such funds in its discretion for the objectives described in sub-clause 3.7.2.4 above.

3.7.2.5 The Association shall be entitled to require the Member pay the said amount prior to submission to the Deeds Office for transfer, before providing the written consent envisaged in this clause;

3.7.2.6 the Member is not in breach of its obligations in terms hereof or of the Architectural Guidelines;

3.7.2.7 a letter from the conveyancer attending to the transfer confirming and certifying the total sale price including commission and an undertaking from the said conveyancer that the amount described in 3.7.2.4 will be paid Edustrat prior to submission of the said transfer to the Deeds Office. The Association shall ensure that the moneys are paid to Edustrat and in the event of the transferring attorney not paying it over to Edustrat, the Association shall pay the moneys to Edustrat upon transfer and claim it back from the Transferring Attorneys and the Seller as the case may be.

3.8 A Member (other than the Developer and the seller to the Developer) shall be obliged to give the Association notice in writing forthwith upon the sale of any Erf and upon transfer of the Erf into the name of the intended purchaser.

3.9 The rights and obligations of a Member shall not be transferable and every Member shall:

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

3.9.2 observe the Constitution and all Regulations;

3.9.3 be jointly liable with all the Members for all expenditure properly incurred in connection with the Association, insofar as third parties

are concerned;

- 3.9.4 not be entitled, without the prior written approval of the Developer (and after the expiry of the Development Period of the Trustee Committee), to erect any structure and make any alterations and/or additions to any structure upon any Erf or do anything that will negatively affect the architectural style and aesthetic appearance of buildings or structures within the Estate;
- 3.9.5 be obliged to submit any building plan, whether such plan is for new construction, renovation, alteration and/or addition, to the Developer (and upon the expiration of the Development Period, to the Trustee Committee), for examination and approval, prior to the submission of such plan for approval by the Council.

3.10 The Review Architect (and upon the expiration of the Development Period, the Trustee Committee) shall be entitled to charge a reasonable fee for the examination and approval of any plan envisaged herein including any reasonable fees and disbursements incurred in relation to the Review Architect in respect thereof.

3.11 The Trustee Committee shall at all times be responsible for the adherence to the Architectural Guidelines and that building works is carried out as per approved building plan. The Trustee Committee has the right to appoint a Building Inspector to ensure adherence of building work to the approved plan and/or Architectural Guidelines. The reasonable cost of the Building Inspector, as agreed by the Trustee Committee, shall be paid directly by the Member to the Building Inspector. In the event of such fees not being paid duly paid by the last day of each month by the Member, the Trustee Committee shall be entitled at its election to issue a fine, equal to double the monthly levy to the Erf Owner and pay the outstanding fee to the Building Inspector, or to recover the amount directly from the Member.

3.12 Nothing contained in the Constitution shall prevent a Member from ceding his rights in terms of this Constitution as security to the mortgagee of the Member's Erf.

- 3.13 A Member shall be obliged to ensure that the Erf owned by him shall, subject to the provisions hereof, have been developed by the commencement of the construction of a dwelling, and the completion of such dwelling, in conformity with the Architectural Guidelines, within the time limits stipulated in the Deed of Sale which resulted in the transfer of such Erf from the Developer to the first End User thereof.
- 3.14 In the event of a Member failing to comply with the obligations under 3.13 above, the Trustee Committee, for and on behalf of the Association, shall have the right, without derogating from any other right/s which the Association may have, to impose on such Member a levy equal to 2 (two) times of the then current levy (calculated as a monthly amount ie. $\frac{1}{12}$ of the annual levy) determined under sub-clauses 4.4 - 4.11 below which shall be payable monthly in advance until construction of the said dwelling is commenced, and/or until completion of the said dwelling, as the case may be, whether or not the failure to commence construction or complete the dwelling is attributable to such Member, or any predecessor in title.
- 3.15 For the purposes of 3.133 and 3.144 of this clause, "commencement of construction" shall mean the commencement of the excavation of foundations and "completion" shall mean the date when either the Member's or the Review Architect validly certifies the dwelling complete (as per the plans submitted) and suitable for occupation.
- 3.16 In the event that the Home Owners Association ceases to function for any reason whatsoever, the written consent envisaged in sub-clause 3.7 above shall be obtained from the remaining Members of the Association in which event the provision of sub-clause 3.7.2 above shall apply *mutatis mutandis*, provided that, if a Member does not provide his/her/its written consent (or written reasons for the refusal thereof) within 14 (fourteen) days after receipt of a written request therefor, he/she/it shall be deemed to have consented to such transfer.

4. FINANCIAL AFFAIRS/LEVIES

- 4.1 Notwithstanding the provisions of sub-clause 1.2.29 the Members shall be entitled, from time to time, by Ordinary Resolution, to determine the financial year end of the Association.
- 4.2 The fiscal year of the Association shall normally be a 12 (twelve) month period always ending on the Financial Year end date, the period to be reduced or increased only when necessary to accommodate changes to the year end date as approved by Members in General Meeting.
- 4.3 Subject to sub-clause 4.9 new budgets and/or levies or alterations thereto arising from changes to the date and/or period referred to in 4.1 and/or 4.2 must be approved by Members in General Meeting.
- 4.4 Members (other than the Developer in respect of the Developer Erven) are jointly liable for the expenditure incurred in connection with the Association.
- 4.5 Levies shall be levied on Members for the purpose of meeting all the expenditure which the Association has properly incurred, or which it will be reasonably anticipated that the Association will necessarily or reasonably be put by way of:
 - 4.5.1 maintenance, repair, improvement and keeping in good order and condition any common area or the Services or supplying or augmenting the same;
 - 4.5.2 mortgage payments (if any);
 - 4.5.3 purchases of fixed or movable property;
 - 4.5.4 erection of alterations to buildings;
 - 4.5.5 payment of all rates and other charges payable by the Association in respect of any common area;
 - 4.5.6 payment for all services received by the Association;
 - 4.5.7 fire prevention and/or control measures and the membership of any Association linked thereto;
 - 4.5.8 payment of all expenses necessarily or reasonably incurred in

connection with the management of the Association, the Services, any common area and the Association and the execution of its responsibilities, objects and/or affairs.

4.6 In calculating levies, account shall be taken of income, if any, earned by the Association.

4.7 The Trustee Committee shall prepare a budget for each ensuing year and estimate the total levy required to cover the budget. The Trustee Committee may include in such levy an amount to be held in reserve to meet necessary and/or reasonably anticipated future expenditure not of an annual nature and any deficiency from any preceding period.

4.8 The total levy payable by Members shall be divided by the number of Erven liable to pay levies at the time and, unless otherwise envisaged in the Constitution, borne by said Members in equal shares.

4.9 Until such time as a new budget is approved Members shall continue to pay the levy previously imposed on a monthly basis and upon approval of the new budget Members shall be obliged to pay the new levies together with any arrear levies (if any) resulting from an increase.

4.10 Members shall approve a budget and the levies payable by Members, at the Annual General Meeting.

4.11 The levies referred to in 4.10 above shall be payable monthly in advance, provided that they may be paid in instalments on terms and conditions determined by Members at the Annual General Meeting alternatively, and in the absence thereof, by the Trustee Committee.

4.12 The Trustee Committee may make special levies upon Members, including but not limited for unbudgeted expenses provided that:

4.12.1 the Trustee Committee shall announce the imposition of the levy and the reasons therefor as soon as the Trustee Committee has resolved to impose the same;

4.12.2 where feasible, the Trustee Committee shall not commit itself to the expenditure for which it intends to raise a special levy until 14 (fourteen) days after the announcement of the levy, calculated from

the date of posting/emailing a notice to Members. If, before this period has expired, a special general meeting is called by Members in terms of clauses 9 and 10 below to consider the levy, then the Trustee Committee shall not commit itself to the expenditure until it has been approved at the special general meeting, unless the situation is of such an urgent nature that no delay can be countenanced and immediate action is required;

4.12.3 such levies may be made payable in such sum or by such instalments and at such time or times as the Trustee Committee shall think fit.

4.13 Any amount due by a Member by way of levy shall be a debt due and payable by the Member to the Association.

4.14 The obligation of a Member to pay any further levy shall cease upon his ceasing to be a member of the Association, without prejudice to the Association's right to recover arrear levies and any other amount due by a Member to the Association.

4.15 Levies paid by a Member shall not be repayable by the Association upon his ceasing to be a Member. Notwithstanding the provisions of this clause the outgoing Member shall be entitled to cede to his successor in title the benefit in and to prepaid levies.

4.16 A Member's successors in title to an Erf shall be liable as from the date upon which he becomes a Member, pursuant to the transfer of the Erf, to pay the levy attributable to that Erf. No Member shall transfer his Erf unless the Member has, at the date of transfer, fulfilled all his financial obligations to the Association. For the purpose of this sub-clause any portion of a special levy imposed prior to transfer shall be payable prior to transfer of an Erf, regardless whether it becomes payable after transfer.

4.17 The levies due by a Member of the Association shall be paid without deduction or set-off, free of exchange, into the bank account of the Association as it may specify in writing from time to time.

4.18 Other than the right to use and occupy the Erf owned by the said Member,

no Member shall be entitled to any of the privileges of membership of the Association unless and until he shall have paid every levy, subscription or other sum (if any) which shall be due and payable to the Association in respect of his membership thereof and the Association shall be entitled to discontinue the rendering of Services supplied by it to any Erf, 21 (twenty one) days after emailing written notice requiring payment.

4.19 The Trustee Committee shall be entitled to impose fines and/or penalties in respect of non-compliance with the provisions of this Constitution and/or the Regulations and/or shall be entitled to charge interest on arrear levies and to determine the rate of interest from time to time chargeable upon arrear levies. These fines shall be as per Appendix D attached hereto and may be revised annually by the Trustee Committee.

4.20 Subject to the provisions of this Constitution the Trustee Committee may enter into an agreement or agreements with the Developer for the provision of a capital sum and/or the transfer of land and/or equipment to the Association and shall, upon request of the Developer conclude a close out agreement with it on the expiry of the Development Period, upon such terms and conditions as may reasonably be proposed by the Developer.

4.21 Should any dispute arise at any time between any Member and the Trustee Committee in regard to the determination or calculation of levies due by a Member, the decision of the Auditor (acting as expert and not as arbitrator) in regard to such dispute shall be final and binding upon the Member and the Association.

4.22 In the event of any dispute arising in relation to the determination or calculation of any levy, every Member shall, until the determination of such dispute continue to, pay the levies determined by the Trustee Committee.

4.23 Until such time as a budget of the Trustee Committee first appointed has been approved, the levies shall be determined by the Developer.

4.24 Notwithstanding the provisions of this clause neither the Developer nor a Developer Associated Company, shall be obliged to pay any levies in respect of the Developer Erven.

5. OBJECTS AND RESPONSIBILITIES OF THE ASSOCIATION

5.1 The Association shall:

- 5.1.1 administer, supervise, care for, maintain and manage any common property and/or any communal facilities;
- 5.1.2 implement the Constitution and the Regulations;
- 5.1.3 promote environmental awareness and responsibility within the Estate;
- 5.1.4 procure compliance with and the enforcement of the Consents;
- 5.1.5 observe and support the implementation of the Entrenched Provisions;
- 5.1.6 ensure that Members manage their septic tanks, wastewater systems, stormwater systems and/or the utilisation of Erven as per the relevant statutory requirements, the applicable Consents, this Constitution and the Regulations;
- 5.1.7 procure and co-ordinate the provision, maintenance, upkeep, upgrading and installation of the Services to the extent that the same are not supplied by the Developer or a Member as envisaged herein and/or in the Regulations;
- 5.1.8 procure and administer the removal and disposal of solid and household waste from time to time;
- 5.1.9 insure –
 - 5.1.9.1 any Common Property;
 - 5.1.9.2 the Services or any aspect thereof;
 - 5.1.9.3 any other interest of or risk to the Association (including the Trustees)as the Trustee Committee may consider appropriate from time to time;
- 5.1.10 provide, if applicable, access and egress control and security;

- 5.1.11 ensure that Erven shall be developed within the periods set out in clauses 3.13 and 3.14 above;
- 5.1.12 exercise control over and the maintenance of buildings, services or amenities arising from the sub-division of the Property, or Common Property arising from the sub-division including, where applicable:
 - 5.1.12.1 private roads;
 - 5.1.12.2 private open spaces;
 - 5.1.12.3 land required for services provided by the Association.
- 5.2 The Association shall, subject to the Constitution, have the power to do such acts as may reasonably be necessary to perform the obligations and functions imposed upon it in terms hereof and/or the Regulations.
- 5.3 Notwithstanding the above, portions of land from time to time which fall within any part of the Estate, but are not developed or are not being sold or transferred in any current development phase, shall remain the property of the Developer and not fall within the jurisdiction of the Association, unless the Developer by notice in writing to the Association, elects otherwise.

6. ENTRENCHED PROVISIONS

- 6.1 The Developer has a continuing and permanent interest to ensure that certain basic provisions are entrenched in perpetuity to ensure the success of the development of the Estate and the success of any further and/or other development on the Property and/or linked to the Property. Accordingly none of the rights, powers and privileges afforded to the Developer in terms of this Constitution may be deleted and/or varied without the prior written consent of the Developer and the Association and its Members shall, where possible, co-operate with the Developer and support it and where applicable ensure that:
 - 6.1.1 the Developer shall be entitled at any time to extend or alter the area or composition of the Estate by requiring the Association to incorporate into the area of the Estate any land forming part of the

Property and/or any land adjacent thereto;

6.1.2 Without limiting any rights afforded in terms hereof to amend, extend or reduce the scope of any Internal Servitude, subject to the approval of affected erf owners, which approval shall not be withheld unreasonably;

6.1.3 the Developer (and/or any further property owner associations in respect of any other development/s upon any land adjacent thereto nominated by the Developer) shall be entitled to utilise any aspect of the Servitude and/or to register additional servitudes in respect of the land upon which the Servitude is to be registered;

6.1.4 should any additional land be incorporated into the Association, the Developer shall be entitled to require that all End Users and subsequent owners of such additional land, to become members of the Association, in respect of those parts thereof from the date as the Developer may determine, and on the same terms and conditions *mutatis mutandis* as are applicable to other Members of the Association and that the Members shall be bound by any such requirement of the Developer and support its implementation;

6.1.5 neither the Association nor any Member shall be entitled to object to the rezoning, subdivision and/or development of any part of the land adjoining to the Property by the Developer or any person supported by the Developer;

6.1.6 no Erf shall be subdivided or rezoned during the Development Period without the prior written consent of the Developer or without the prior written consent of the Association after the termination of the Development Period;

6.1.7 ownership of an Erf does not confer any right, including that of access, in respect of any property owned by the Developer including any right of way or access across such property other than expressly regulated by the Servitude;

6.1.8 the rezoning of any Erf owned by the Developer, or a Developer

Associated Compnay, or the rezoning and subdivision of any portion of the Property or any additional land nominated by the Developer in terms hereof;

6.1.9 subject to the requisite approval/s of the Council from time to time, the utilisation of any Erf by the Developer and/or any successor in title of the Developer (with the prior written consent of the Developer) for:

6.1.9.1 a guest house;

6.1.9.2 short term rentals; and/or

6.1.9.3 any other use or activity for which consent is required from the Council.

6.1.10 relocate the access to the Erven in the event that public road or private road is established next the southern border of the Estate and, in such circumstance adjust the Internal and External Servitude to accommodate direct access and to such public or private road.

6.1.11 to adjust the Internal Servitude and External Servitude to accommodate direct access to the road forming part of the Internal Servitude, from the Raithby- Annandale located on the western side of the Estate.

6.1.12 Barrier kerbs and/or speed bumps shall never be installed in the Internal Servitude or the External Servitude or on any location in the Estate without the prior written approval of the Developer.

6.2 Members and the Association acknowledge and agree that the Developer shall have the right during the Development Period to:

6.2.1 Replace, augment, provide or share any of the Services from time to time and to procure services that will not only serve the Estate but also any other property or development any land subsequently incorporated (whether in whole or in part), or land located adjacent to the Property or a subdivision thereof or any land subsequently incorporated on the basis that maintenance cost will be shared as determined by an independent Civil Professional Engineer

appointed by the Developer;

6.2.2 erect signs upon the servitude road and/or upon any Erf owned and/or marketed by the Developer;

6.2.3 develop any Erf;

6.2.4 amend the Architectural Guidelines in consultation with the Review Architect;

6.2.5 appoint and replace (from time to time) the Review Architect and/or appoint more than one Review Architect;

6.2.6 appoint or remove the Developer Trustee/s;

6.2.7 determine the levy payable until the approval of a budget at the first Annual General Meeting after the appointment of the first Trustee Committee;

6.2.8 veto any amendment to the Constitution and/or the Regulations;

6.2.9 with the appropriate approvals, to subdivide any Erf or grant any other Member or prospective Member the right to subdivide;

6.2.10 require that the Association to appoint a Managing Agent nominated by the Developer at the cost and expense of the Association;

6.2.11 change the name of the Association to a new name chosen by The Developer.

6.3 The Developer is irrevocably authorized to sign transfer documents/HOA clearances on behalf of the Association in respect of transfers that involves the Developer or Developer Related Companies.

7. TRUSTEES

7.1 The affairs of the Association shall be managed and controlled by a committee of trustees (the Trustee Committee) which shall consist of not less than 2 (two) and not more than 4 (four), this number including one member elected by a General Meeting, and one member nominated by the Developer and members co-opted in terms hereof.

7.2 During the Development Period:

7.2.1 a maximum of 1 (one) member of the Trustee Committee shall be Trustees appointed by Members; and

7.2.2 the remaining Trustee/Trustees shall be Developer Trustees nominated by the Developer.

7.3 After termination or expiration of the Development Period, the Developer shall be entitled, but not obliged, to appoint a single Developer Trustee.

7.4 The first Trustees shall be appointed by the Developer within 30 (thirty) days after transfer of the first Erf in the Estate to an End User or a Developer Associated Company.

7.5 A Trustee shall be a natural person and shall not necessarily be a member of the Association. A Trustee, by accepting his appointment to office, shall be deemed to have agreed and to be bound by all the provisions of this Constitution.

7.6 The Trustees shall appoint one of their number to act as Chairperson for such term as they think fit, but not for longer than such person's tenure as trustee.

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

7.7.1 his estate being sequestrated, whether provisionally or finally;

7.7.2 the commission by him of any act of insolvency;

7.7.3 his conviction for any offence involving dishonesty or any other serious criminal offence;

7.7.4 his becoming of unsound mind or being found lunatic;

7.7.5 his resigning from such office by written notice;

7.7.6 not being present at 3 (three) consecutive meetings of the Trustees duly called, without prior approved leave or absence;

7.7.7 having been removed by resolution of Members, provided that the Developer Trustee/s may not be removed by resolution of Members provided further that anything done in the capacity of a trustee in good faith by a person who ceases to be a trustee, shall be valid until the fact that he is no longer a trustee has been recorded in the minute book of the Association.

- 7.8 Upon a vacancy occurring in the Trustees prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Trustees. Whilst the Developer Trustee/s is/are in office the Developer may nominate any person to fill a vacancy in their number.
- 7.9 The Developer may remove or replace any Developer Trustee at any time upon written notice to the remaining Trustees and to the Trustee in question.
- 7.10 The 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 as may be approved by the Trustee Committee.
- 7.11 Subject to the express provisions of this Constitution and the Regulations, the Trustees shall manage and control the business and affairs of the Association and shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of any managing agent, the exercise of all such powers of the Association and perform all obligations of the Association and to do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by this Constitution or Regulations, required to be exercised or done by the Association in General Meeting.
- 7.12 Subject to the provisions hereof the management and control of the business and affairs of the Association shall further, be subject to such rules as have been made by the Association in General Meeting or by the Trustees envisaged herein.
- 7.13 Save as specifically provided to the contrary in this Constitution the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, architects, engineers, town planners, managing agents (subject to the terms hereof) or any other professional firm or person or other employee/s whatsoever for any reason deemed necessary by the Trustees on such terms as the Trustees shall decide. During the Development Period any such appointment shall only be made with the approval of the Developer.

- 7.14 The Trustees shall have the right to vary, cancel or modify their decisions and resolutions from time to time.
- 7.15 The Trustees shall be entitled to appoint committees consisting of such number of their members and/or such outsider/s, including a managing agent, as they deem fit and to delegate to such committees such of their functions, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.
- 7.16 All plans for buildings, outbuildings, structures, additions and alterations situate on land owned by the Association or on Erven shall be submitted for approval to the Developer or the Review Architect (as the case may be) for the purpose of procuring the scrutiny, approval or rejection of such plan.

8. PROCEEDINGS OF TRUSTEES

- 8.1 Subject to the provisions of this Constitution, the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 8.2 The quorum necessary for the holding of all meetings of Trustees shall be two of the Trustees from time to time, provided that during the Development Period at least one Developer Trustee shall be present. If no quorum is present within 15 (fifteen) minutes after the time for the commencement of such meeting, it shall stand adjourned for 7 (seven) days, or if that is not a business day, then the next business day thereafter, and those Trustees present at the adjourned meeting shall constitute a quorum provided that during the Development Period at least 1 (one) of them shall be a Developer Trustee.
- 8.3 At any meeting of the Trustees, each Trustee shall have 1 (one) vote provided that the Developer Trustees shall each have two votes.
- 8.4 Any resolution of Trustees shall be carried by simple majority of all votes cast. In the case of an equality of votes for and against a resolution, the

Developer shall have a casting vote during the Development Period and the Chairperson shall have a second or casting vote after the expiry of the Development Period.

8.5 The Trustees shall cause minutes to be kept of every Trustees' meeting, which minutes shall, without undue delay after the meeting has been closed, be reduced to writing and after confirmation at the next meeting of Trustees, be corrected (if necessary) and certified correct by the Meeting. All minutes of Trustees' meetings shall, after certification, be kept for a period of twenty years. The minutes shall be open for inspection at all reasonable times by any Trustee, the Auditors, any Member, the Developer and/or the Managing Agent.

8.6 A resolution signed by all Trustees from time to time shall be valid in all respects as if it had been duly passed at a meeting of Trustees.

8.7 A Trustee (or an entity linked to him) may perform professional services for the Association provided that:

8.7.1 the appointment of such person (or entity) and the remuneration shall be a unanimous decision of the Trustee Committee (excluding the member concerned and/or any person of his/her direct family); and

8.7.2 the Trustee will recuse himself when the decision is debated and voted upon.

8.8 During the Development Period:

8.8.1 all decisions and resolutions of the Trustee Committee require the support of the Developer Trustees unless the Developer, by notice in writing, waives compliance with this sub-clause;

8.8.2 the Developer shall be entitled to appoint the Chairperson of the Trustee Committee.

8.9 The Trustee Committee shall be entitled to hold meetings electronically provided that provision is made for the Trustees to remotely participate *mutatis mutandis* in the manner applicable to shareholders in relation to a shareholder's meeting, in terms of the Companies Act.

9. GENERAL MEETINGS OF THE ASSOCIATION

- 9.1 The Association shall, within 4 (four) months after the end of the Financial Year, hold a General Meeting as its Annual General Meeting in addition to other general meetings during that year.
- 9.2 In addition to any other matters required by this Constitution to be dealt with at an Annual General Meeting of which written notice has been given not less than 14 (fourteen) calendar days prior to the date and time appointed for the meeting, the following matters shall be dealt with at every Annual General Meeting, namely:
 - 9.2.1 the consideration of the Chairperson's report;
 - 9.2.2 the consideration of the financial statements of the Association for the financial year of the Association preceding the date of such meeting;
 - 9.2.3 the consideration of the report of the Auditor;
 - 9.2.4 the consideration of a budget and the total levy payable pursuant thereto;
 - 9.2.5 the consideration and fixing of the remuneration of the Auditor for the financial year preceding the annual general meeting and the appointment of an auditor for the ensuing financial year;
 - 9.2.6 the election of the Trustees, save for those which the Developer shall be entitled to appoint;
 - 9.2.7 the consideration of any resolutions of which due notice has been given and the voting upon any such resolutions;
 - 9.2.8 the consideration of any resolution regarding procedural matters proposed for adoption by such meeting and the voting upon such resolution;
 - 9.2.9 the adoption of prior minutes.
- 9.3 All General Meetings of the Association other than the Annual General

Meeting shall be called special general meetings.

9.4 The Trustee Committee may, whenever it thinks fit, convene a special general meeting and shall be obliged to convene a special general meeting if called upon to do so by written request from Members owning not less than 30% (thirty percent) of Erven or the Developer during the Development Period.

9.5 All General Meetings of the Association shall take place at such place/s as shall be determined by the Trustee Committee from time to time provided that:

9.5.1 the venue shall not be more than 5 (five) kilometres from the Estate;
or
be held on Zoom or similar platform.

10. NOTICE OF MEETINGS

10.1 A General Meeting of Members (other than an Annual General Meeting) shall be called by not less than 14 (fourteen) clear day's notice in writing, which notice shall comply with the provisions of clause 10.2 below.

10.2 The notice period shall be exclusive of the day upon which the notice is emailed, posted or delivered, as the case may be, and the notice shall specify the place, day and hour of the meeting (and the method/s of remote participation) or may be given in such manner as may be prescribed by the Association in General Meeting, to such persons as are under this Constitution entitled to receive such notices from the Association provided that:

10.2.1 a meeting of the Association shall, notwithstanding the fact that it is called by shorter notice than that specified in this clause, be deemed to have been duly called if so agreed by not less than 75% (seventy five percent) of the Members having a right to attend and vote at such meeting;

10.2.2 the accidental omission to give notice of a meeting or of any resolution, or to give any other notification or present any document

required to be given or sent in terms of this Constitution, or the non-receipt of any such notice, notification or document, shall not invalidate the proceedings at or any resolution passed at any meeting provided not more than 20% (twenty percent) of the persons entitled to receive the same are affected.

11. PROXIES

11.1 A Member may be represented at a General Meeting by a proxy, who need not be a Member of the Association nor a director, member, partner or trustee of that Member, provided only that where a proxy is granted by Members who are not natural persons, the authority of the grantor of the proxy shall be proved by resolution or other means acceptable to the chairperson of the General Meeting, with the issue of acceptability of otherwise being in the sole and unfettered discretion of the Chairperson.

11.2 To be effective at a meeting or adjourned meeting, a proxy, together with the original or certified copy of any power of attorney or other authority under which is signed, must be lodged with the Association at least 24 (twenty four) hours before the commencement of the meeting or adjourned meeting concerned.

11.3 A proxy shall be valid for an indefinite period unless it is stated on the proxy that it is only valid for a shorter period.

11.4 The instrument appointing a proxy shall be in the following form or as near thereto as the circumstances permit:

"AUBERGE VILLAS HOME OWNERS ASSOCIATION

I, _____,
of _____
being a member of Auberge Villas Home Owners Associated, hereby appoint:
_____ of _____ or
failing him

_____ of _____ or
failing him

_____ of _____

as my proxy to vote for me and on my behalf at the annual general meeting (or
otherwise as the case may be) of the Association to be held on the ____ day of
_____ and at any adjournment thereof as follows:

	<i>In favour of</i>	<i>Against</i>	<i>Abstained</i>
<i>Resolution to</i>			
<i>Resolution to</i>			
<i>Resolution to</i>			

(Indicate instructions to proxy by way of a cross in space provided above).

Unless otherwise instructed, my proxy may vote as he thinks fit.

Signed this the ____ day of _____.

Signature"

12. QUORUM

- 12.1 No business shall be transacted at a General Meeting unless a quorum is present when the meeting commences to business. Save as herein otherwise provided, Members entitled to vote, representing 50% (fifty) of the total vote of all Members of the Association entitled to vote, are present in person or by proxy shall be a quorum, except where the purpose of the meeting is the passing of a special resolution, in which case the quorum shall be the presence of Members entitled to vote representing not less than 75% (seventy five percent) of the total votes of all Members of the Association

entitled to vote, present in person or by proxy, in both cases when the meeting commences to business.

- 12.2 If, within 15 (fifteen) minutes after the time appointed for the commencement of a General Meeting or within such extended period as the Chairperson may allow, a quorum is not present the meeting shall be dissolved if it was convened upon requisition of Members. In all other cases the meeting shall stand adjourned to the same place at the same time on the same day of the following week (or if that day is not a business day, the first business day following that non-business day), or to such other place, time and day and manner as the Trustee Committee may determine. If, at such adjourned meeting, a quorum is not present within 15 (fifteen) minutes from the time appointed for the holding of the meeting, Members present (in person or by proxy) shall be a quorum.

13. ADJOURNMENT BY CHAIRPERSON

The chairperson of a General Meeting may adjourn the meeting from time to time and from place to place if the meeting approves each adjournment by majority vote. In the event of such an adjournment:

- 13.1 No notice need be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting (unless the meeting is to be adjourned for 30 (thirty) days or more, in which event notice is to be given in the same manner as for the original meeting);
- 13.2 Only business left uncompleted at the original meeting may be transacted at the adjourned meeting unless notice of any new or additional business is given in the same manner as for the original meeting.

14. VOTING RIGHTS OF MEMBERS

- 14.1 Members shall be entitled to vote only on the matters raised in the notice of the meeting.

14.2 At every General Meeting:

14.2.1 each Member, present in person or by proxy and entitled to vote, shall have 1 (one) vote for each Erf registered in his name;

14.2.2 if an Erf is registered in the name of more than one person, then all such co-owners shall jointly only have 1 (one) vote, provided that the representative of the co-owners, or the proxy, shall be obliged to deliver to the chairperson proof of an authority to vote, which proof of authority shall be subject, *mutatis mutandis*, to the provisions of clause 11;

14.2.3 the Chairperson shall be the chairperson of the meeting provided that, if he is not present or unable or unwilling to act, the meeting shall appoint a chairperson for the meeting by an ordinary majority.

14.3 Save as expressly provided for in this Constitution, no person other than a Member and who shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of or arising out of his membership and who is not suspended, shall be entitled to be present or to vote on a question either personally or by proxy, at any General Meeting.

14.4 Voting at General Meetings shall take place by way of a show of hands unless on or before the declaration of the result of the show of hands a poll is demanded.

14.5 Save for Special Resolutions, all resolutions shall be passed by simple majority.

14.6 If a poll is duly demanded it shall be taken in such manner as the chairperson of the meeting may direct, either at once or after an interval or adjournment.

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

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

- 14.8.1 written notice of revocation is received by the Association prior to the meeting concerned; or
- 14.8.2 the chairperson of the meeting agrees to accept written or oral notice of such revocation at the meeting.
- 14.9 No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is cast and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.
- 14.10 A declaration made in good faith by the chairperson of a General Meeting to the effect that, either on a show of hands or a poll, a resolution has or has not been passed (whether by simple majority, a specific majority or unanimously), shall be final and conclusive and the resolution shall be deemed to have been passed or not passed, as the case may be.
- 14.11 Any resolution which could be passed at a General Meeting (other than a special resolution or a resolution to remove a trustee or the Auditor) may be passed without a meeting being held if 1 (one) or more copies of the resolution are signed by or on behalf of all Members entitled to vote.
- 14.12 A vote cast under a proxy, power of attorney or any other authority which has been removed shall nevertheless be valid unless:
- 14.12.1 written notice of the revocation is received by the Association prior to the commencement of the meeting concerned; or
- 14.12.2 the chairperson of the meeting agrees to accept written or oral notice of such revocation at the meeting.
- 14.13 No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is cast and every vote not disallowed at such meeting shall be valid for all purpose. Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.
- 14.14 A declaration made in good faith by the chairperson of a meeting as to the effect that, either on a show of hands or a poll, a resolution has or has not

been passed (whether by a simple majority, a specific majority or unanimously), shall be final and conclusive and resolution shall be deemed to have been passed or not passed, as the case may be.

15. ACCOUNTING RECORDS

15.1 The Trustee Committee shall cause proper accounting records to be kept. Proper accounting records shall not be deemed to have been kept if such accounting records (as are necessary to fairly to present the state of affairs of the business of the Association and explain the transactions and financial position of the activities of the Association) are not kept.

15.2 The accounting records shall be kept at the registered office of the Association or at such other place or places as the Trustee Committee thinks fit, and shall always be open during normal business hours, to inspection by the Trustees and the Auditor.

15.3 The Trustees from time to time shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Association or any of them shall be open for inspection by Members not being Trustees, and no Member (not being a Trustee) shall have any right of inspecting any accounting records or documents of the Association except as authorised by the Trustee Committee.

15.4 The Trustee Committee shall from time to time cause to be prepared and laid before the Association in General Meeting:

15.4.1 the annual financial statements; and

15.4.2 a budget.

15.5 Auditors shall be appointed to the Association at each Annual General Meeting.

16. INDEMNITY

16.1 The Trustees shall be indemnified out of the funds of the Association against any liabilities *bona fide* incurred by them or any of them in their capacities as Trustees or in the capacity as Chairperson, Vice Chairperson or Treasurer, whether bringing or defending any proceedings, civil, criminal or otherwise, notwithstanding the fact that such liability may have been incurred or action instituted pursuant to a failure to follow the procedures provided for in this Constitution and/or the Regulations or upon a misinterpretation thereof.

16.2 Every Trustee, servant, agent and/or employee of the Association shall be indemnified by the Association, at it shall be the duty of the Trustee Committee out of the funds of the Association, to pay all costs, losses and expenses, including travelling expenses, which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done or omitted to have been done, by such person or persons in the discharge of any of his/their respective duties, including in the case of a Trustee, his/her duties as Chairperson, Vice Chairperson or Treasurer. Without prejudice to the generality of the above the Association shall specifically indemnify each such person against all losses of whatsoever nature incurred arising out of any *bona fide* act, deed or written communication done or written by him/her jointly or severally in connection with the discharge of his/her duties, provided that any such act, deed or written communication has been done or written in good faith.

16.3 A Trustee in his capacity as such shall not be liable for any acts, receipts, neglects or defaults of the Auditors or of any other Trustee, whether in their capacities as Trustee, or as Chairperson, Vice Chairperson or Treasurer, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Trustee Committee for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested from time to time, or for any loss or damage arising from the insolvency, or from any loss or damage occasioned by any

error of judgment or oversight on the part of the Trustee concerned or for any other loss, damage or misfortune whatever which shall happen in the execution of any duties of the office of Trustee or in relation thereto, unless the same should happen through lack of *bona fides*, breach of duty or breach of trust or gross negligence of the Trustee/s concerned.

17. DISPUTE RESOLUTION

17.1 Subject to the above and the provisions of this Constitution any dispute or disagreement arise between Members or Members and the Trustee Committee, or between Members of the Trustee Committee, arising out of or in regard to:

17.1.1 the interpretation of; and/or

17.1.2 the effect of; and/or

17.1.3 their respective rights or obligations under; and/or

17.1.4 a breach of (save for non-payment of levies or any other amount due by a member in terms of this Home Owners' Constitution and/or the Regulations,

such dispute or disagreement shall be resolved in terms of the dispute resolution procedure set out in sub-clause 17.3 hereunder.

17.2 In respect of any claim arising from non-payment of levies or any other amount due by a Member to the Association in terms of this Home Owners' Constitution, the Association shall continue to enjoy common law rights and shall not be required to proceed in terms of the dispute resolution procedure and shall not be precluded from instituting proceedings in any court of competent jurisdiction.

17.3 The dispute resolution procedure referred to in sub-clause 17.10 is as follows:

17.3.1 the parties in dispute or disagreement shall submit the matter in dispute or the matter in respect hereof agreement cannot be reached to negotiations bona fide aimed at achieving resolution of

the dispute or disagreement;

17.3.2 if agreement cannot be reached through negotiation within five (5) days after receipt of a written request fully detailing the nature of the dispute or such longer period as the parties may agree upon, the parties in dispute or disagreement shall employ a consultant enjoying the confidence of all the parties to the dispute to assist them to arrive at a sensible and fair resolution of the dispute or disagreement through mediation aimed towards the bona fide resolution of the dispute of disagreement;

17.3.3 if the parties cannot reach agreement about the consultant to be appointed within ten (5) days or such longer period as the parties may agree upon after any of the parties in dispute has called in writing for the appointment of the consultant, a consultant shall be selected and appointed by the secretariat of the AFSA, at the request of any of the parties involved in the dispute or disagreement;

17.3.4 if resolution of the dispute or disagreement is not negotiated through such mediation within ten (10) days after the consultant has been appointed or such longer period as may be agreed upon by all the parties involved the dispute or disagreement, the matter will be referred for final resolution by an arbitrator to be appointed by agreement, which arbitrator may be the consultant who undertook the mediation, but only with the agreement of all the parties involved in the dispute or disagreement;

17.3.5 if the parties cannot agree upon the arbitrator to be appointed within 5 days, the arbitrator shall be selected and appointed by the secretariat of AFSA;

17.3.6 such arbitrator's determination will be final and will bind the parties and there shall be no recourse to any court of law in relation thereto, save only if such determination was not made bona fide, and save to have it enforced;

17.3.7 such arbitrator shall make provision for any costs and/or

disbursements incurred by any of the parties in relation to the mediation and/or his/her own determination, also including his/her own charges and disbursements and also inclusive of those of any experts he/she and/or the mediator may have consulted in the process, in his/her sole and absolute discretion;

17.3.8 pending resolution of the dispute or disagreement, each of the parties involved shall equally contribute to any reasonably required up-front payment/s and/or progress payments required by the relevant mediator or arbitrator in relation to his/her own fees and disbursements, and the reasonable *bona fide* costs of any expert he/she may reasonably consult with in their own *bona fide* discretion.

17.4 Notwithstanding anything to the contrary contained in this clause 17, the Association shall be entitled to institute legal proceedings by way of application, action or otherwise in a court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of the Constitution, and/or the Regulations.

17.5 The arbitration as envisaged in terms of this clause shall be conducted under the supervision of the AFSA secretariat and subject hereto, conducted in terms of its rules for expedited arbitrations.

17.6 The provisions of this clause do not oust the jurisdiction of CSOS.

18. SERVICE OF NOTICES

18.1 All Members shall be obliged to provide the Association with an e-mail address for the giving of notices to the Member, which e-mail address the Member may from time to time change upon 14 (fourteen) days notice in writing to the Association.

18.2 Notice by e-mail to the e-mail address supplied by a Member to the Association from time to time shall be regarded as lawful and valid notice to the Member.

19. DOMICILIUM AND SERVICE OF NOTICES

- 19.1 Each Member shall be obliged, within 7 (seven) days of becoming a Member, to furnish the Association with a physical address in the Republic of South Africa which he chooses as *domicilium citandi et executandi* for the purpose of the delivery of legal process by or on behalf of the Association.
- 19.2 In the event that a Member does not comply with the provisions of 19.1 of this clause the Association shall be entitled to serve any legal process upon any Erf owned by the Member.
- 19.3 The Trustee Committee shall nominate an address which shall be the *domicilium citandi et executandi* of the Association and shall be entitled to change it from time to time upon 14 (fourteen) days written notice to Members.

20. PRIVILEGE IN RESPECT OF DEFAMATION

Every Member and every Trustee shall be deemed to have waived against every other Member, the Developer, any other Trustee, the Trustee Committee and/or the Auditor any claim which the said person/s might otherwise had had in law arising as a result of any statement, report, complaint or notice of or concerning such Member, such Trustee or the Trustee Committee in the performance or exercise of any right, function, duty or power, within the ambit of this Constitution and/or the Regulations, being a statement, report, complaint, notice or reference defamatory to such Member, Trustee, the Trustee Committee or otherwise injurious to the dignity, reputation, business or financial interest of such Member, Trustee or the Trustee Committee, whether such statement be true or false.

21. OWN RISK

Any person using any of the Services, land or facilities of or linked to the Association

or the Estate, does so entirely at his/her own risk.

22. RATES AND TAXES

Each owner of an Erf shall pay to the local authority the rates, taxes and other imposts levied in respect of such Erf.

23. AMENDMENT OF CONSTITUTION AND ARCHITECTURAL GUIDELINES

23.1 Subject to the provisions of this clause the Constitution and/or Architectural Guidelines may only be amended by a resolution approved by not less than 75% (seventy five percent) of the total number of votes of Members of the Association, given at a General Meeting called specifically for such purpose.

23.2 The notice of such meeting shall set out in specific terms the proposed amendment/s of the Constitution and/or the Architectural Guidelines.

23.3 During the Development Period the Developer shall have the right to veto any amendment of the Constitution and/or the Architectural Guidelines.

23.4 Notwithstanding the above the Developer shall be entitled, during the Development Period, to amend the Architectural Guidelines provided that he does so in consultation with the Review Architect and the Review Architect approves such amendments.

23.5 Notwithstanding the above, and during the Development Period, the Developer shall be entitled to amend this Constitution provided that such amendment/s are approved by:

23.5.1 a resolution of the majority Trustees; and

23.5.2 an Ordinary Resolution.

23.6 It is recorded that a copy of this Constitution shall be submitted to the Council before the first Erf is transferred to an End User.

23.7 Subsequent amendments, from time to time, shall be made available to the Council within 30 (thirty) days after the amendment has been made and shall

be submitted to the Council by:

23.7.1 the Developer during the Development Period; and thereafter;

23.7.2 the Association.

23.8 Any amendment of this Constitution and/or the Architectural Guidelines may not contain provisions that are in conflict with any law.

23.9 Notwithstanding the provisions of this clause, any amendment of this Constitution must be approved by the Municipality.

23.10 The Architectural Guidelines may include more restrictive development rules than the rules provided for in the zoning scheme.

23.11 This Constitution shall not be amended to alter the Entrenched Provisions without the approval of the Developer.

23.12 Members shall be obliged to support an amendment to extend the Estate at the request of the Developer as provided for in this Constitution.

24. ESTATE RULES

24.1 Subject to this Constitution and subject to any restriction imposed or direction given at a General Meeting, and subject to any condition imposed by Council and the Consents, the Trustee Committee may from time to time make Rules and vary or modify these Rules in regard to *inter alia*:

24.1.1 the conduct of any persons within the Estate for the prevention of nuisance of any nature to any Member or resident;

24.1.2 the use of Services, amenities, facilities and any common property including the right to charge a reasonable fee for the use thereof;

24.1.3 the furtherance and promotion of the objects of the Association, the management of the affairs of the Association and the advancement of the interest of Members and/or residents of the Estate;

24.1.4 the admission of any person to the Estate and the eviction of any person not entitled to be thereon;

24.1.5 the control of the number of occupiers or residents permitted on or

in any Erf on a permanent basis;

24.1.6 fire control;

24.1.7 building control;

24.1.8 operational management;

24.1.9 fines;

24.1.10 any other matter described in 1.2.38 above.

24.2 The Rules shall be adopted and amended by the unanimous consent of the Trustee Committee. In the event that the Trustee Committee is unable to achieve a unanimous resolution to adopt any rules or any changes thereto, the Rules shall, subject to the Entrenched Provisions, be determined by a Special Resolution, provided that during the Development Period the Developer shall be entitled to veto any change to the Rules.

24.3 In the event of any breach of the Rules by any Member's household, guests, invitees or lessees, such breach shall be deemed to have been committed by the Member, but without prejudice to the foregoing, the Trustee Committee may take or cause to be taken such steps against the person/s actually committing the breach as it may in its discretion deem fit.

24.4 Notwithstanding anything to the contrary herein contained, the Trustee Committee may, in the name of the Association, enforce the provisions of any Rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint attorneys and counsel as it may deem fit.

25. ELECTRICITY AND WATER METERS

25.1 Where water and/or electricity meters have been installed the same will be maintained at the cost and expense of the respective Member so as to ensure that water and electricity consumption of each Erf (to the extent necessary) can be recorded separately for each Erf.

25.2 The Association shall have the option to contract with a metering company or meter reader, who shall be entitled to attend to the monthly readings of

each Erf's consumption. Notwithstanding the above the Association shall be entitled to do meter readings at intervals of not more than 12 months and charge on an average consumption basis, if applicable on a sliding scale, in the interim. Notwithstanding the provisions of this clause the Council shall have the option to install (at a fee), read and charge for any water and/or electricity meter on the Estate.

- 25.3 A Member shall be liable for all water and electricity consumed upon his Erf.
- 25.4 The Association shall be entitled, from time to time, to require Members and/or defaulting Members, as the case may be, to pay a deposit for the charges in respect of the consumption of water and/or electricity in such amount/s as the Trustee Committee may determine from time to time, which deposit shall be payable upon demand.

26. PENALTIES DETERMINED BY THE TRUSTEE COMMITTEE

- 26.1 Subject to the provisions hereof, the Trustee Committee may from time to time by unanimous resolution determine or alter the fines/penalties to be imposed for the breach of a provision of this Constitution or the Regulations, including the amount of an initial and subsequent fine/penalty/penalties. Such fine/penalty/penalties shall be without prejudice to any other claim or remedy the Association may have and the Trustee Committee shall be entitled to elect whether to claim a fine/penalty or any other relief according to or not according to Appendix D attached hereto
- 26.2 Any fine/penalty imposed on, or cost of the remedying of a breach of the provisions of this Constitution and/or the Regulations claimed from a Member may, if it is not paid within ten (10) days after the Member has been notified of the imposition of the fine or the claim, be added to the monthly levy payable by that Member and claimed as if it were part of such levy.
- 26.3 The fines and penalties applicable upon transfer of the First Erf shall be those reflected in Appendix "D" hereto.

27. GENERAL

- 27.1 If any term or provision of this Constitution is found by a court or tribunal of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Constitution, but such term or provision shall be deemed modified to the extent necessary in the opinion of the court or tribunal to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving the fullest permissible extent and intent and rights and obligations herein set forth. If the clause is incapable of modification, any invalid or unenforceable provision shall be deemed severed from this Constitution to the extent of its invalidity or unenforceability, and this Constitution shall be construed and enforced as if the Constitution did not contain that particular provision to the extent of its invalidity or unenforceability.
- 27.2 Whenever the Trustee Committee considers that the appearance of and land or building vested in a Member is such as to be unsightly, injurious or creates a risk to the amenities of the surrounding area or the Estate generally, the Trustee Committee may serve notice on such Member to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition or risk. Should the Member fail within a reasonable time, to be specified in such notice, to comply therewith, the Trustee Committee may enter upon the Erf concerned to take such steps as may reasonably be necessary to deal therewith, and recover the costs thereof from the Member concerned, which costs shall be deemed to be a debt owing to the Association.
- 27.3 The Trustee Committee shall be obliged, in giving such notice, to act reasonably. In the event of any dispute, the Member shall bear the onus of establishing that the Trustee Committee acted unreasonably.
- 27.4 No Member (other than the Developer) shall be entitled to subdivide or rezone any Erf during the Development Period without the prior written consent of the Developer and thereafter without the prior written consent of

the Trustee Committee.

27.5 No Member or other person shall be entitled to sink or use any boreholes within the Estate during the Development Period without the prior written consent of the Developer and thereafter without the prior written consent of the Trustee Committee.

27.6 The Association may enter into agreements with any third party for the provision of facilities and/or services to or for Members and may levy charges in respect of the provision thereof, or pass any of such costs directly to Members.

27.7 This Constitution and the Regulations shall, insofar as may be practical and/or possible, be binding upon Member's tenants, guests, employees, contractors and/or invitees.

27.8 In the event that the Association ceases to function or carry out its obligations, any affected person, including the Developer and/or a Member of the Association, may apply:

27.8.1 in terms of section 15(2)(p) of the Stellenbosch Municipality, By-law on Municipal Land Use Planning 2023 (hereafter referred to as "the By-law"), to de-establish the Home Owners Association subject to:

27.8.1.1 the amendment of the consents to remove the obligation to establish an Owners Association; and

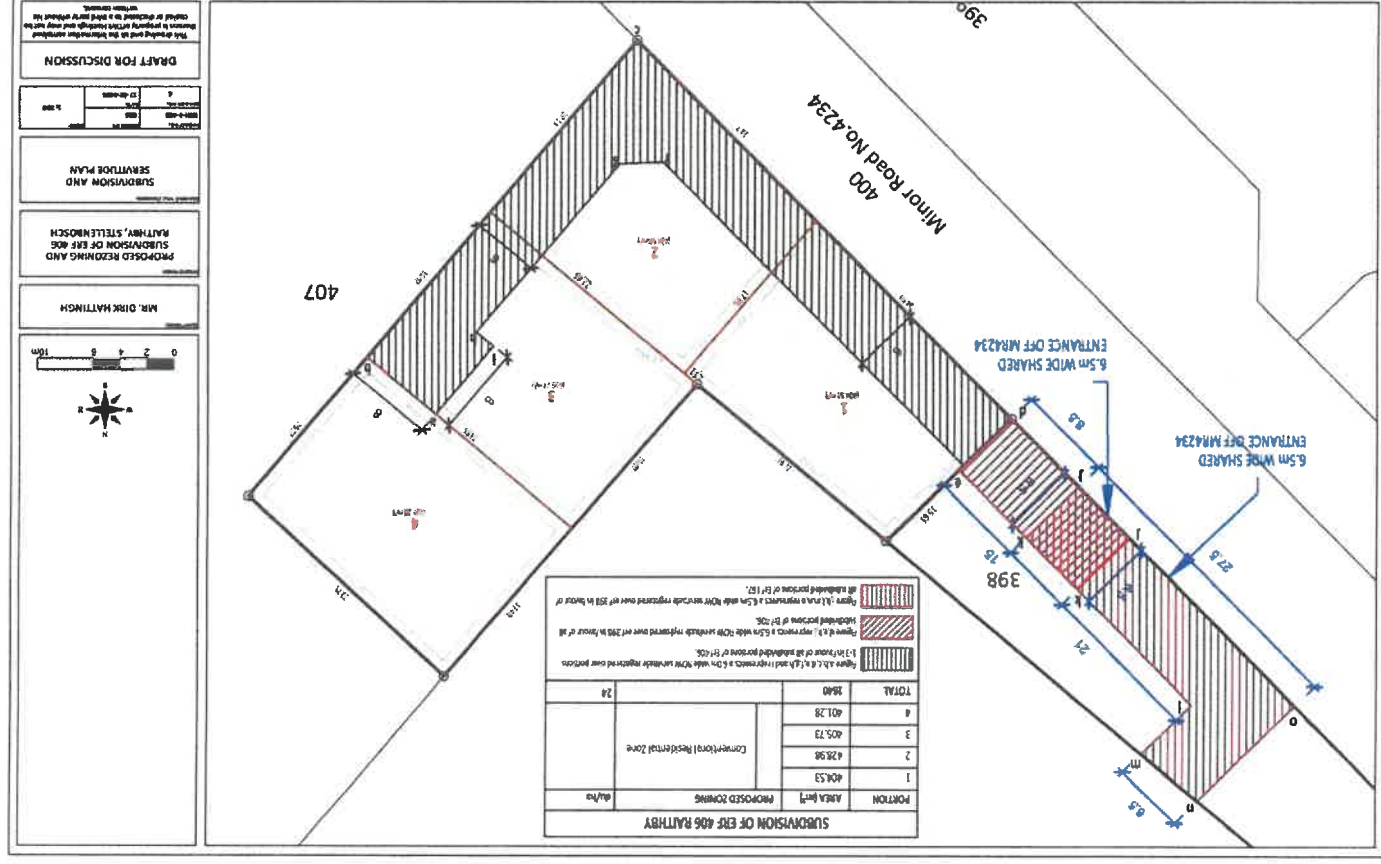
27.8.1.2 the amendment of the title conditions pertaining to the Owners Association, to remove any obligation in respect of an Owners Association.

27.8.2 in terms of section 15(2)(q) of the By-law 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 terms of section 29(3)(b) of the Bylaw; or to the High Court to appoint an administrator who must exercise the powers of the Owners Association to the exclusion of the Owners Association who shall, unless good cause is shown, be the Developer (if it agrees).

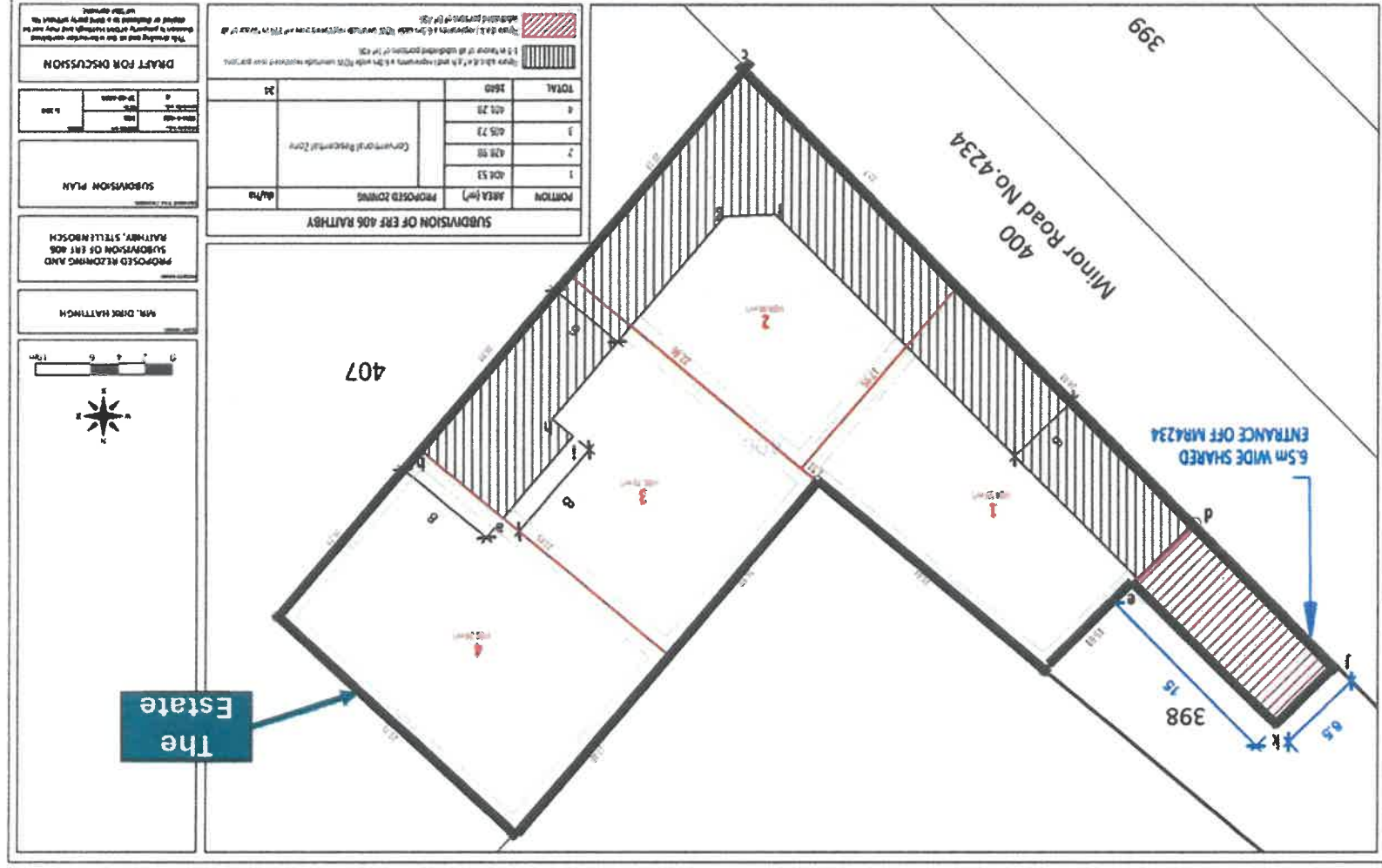
- 27.9 The Municipality of any affected person may recover from the Members of the Association, the amount of any expenditure incurred by the Municipality or the affected person, as the case may be, in respect of any action taken in terms of sub-clause 27.8 of this clause.
- 27.10 The amount of any expenditure so recovered, for the purposes of section 29(7)(a) of the By-law, considered to be expenditure incurred in connection with the Association.

0 00000000

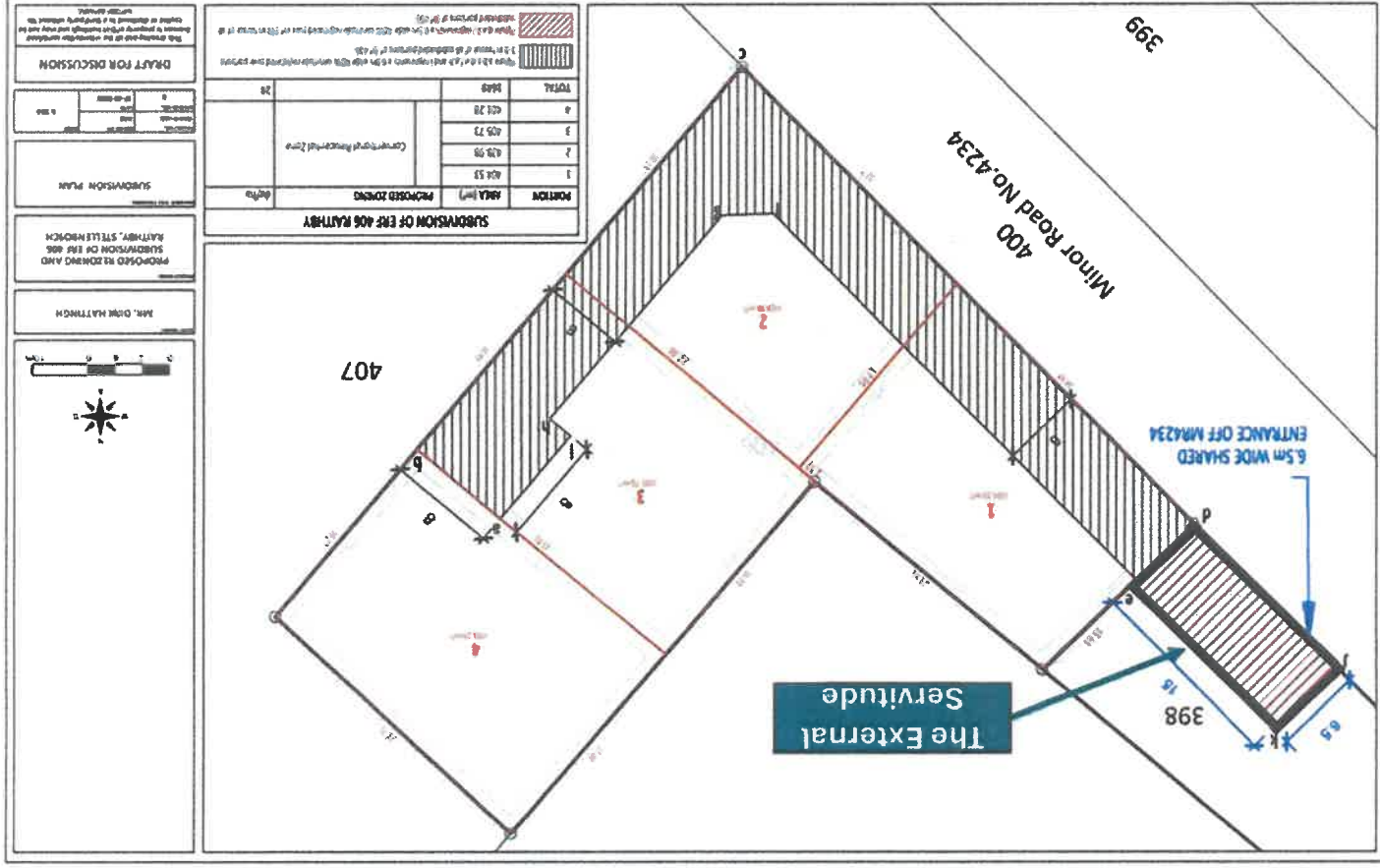
Appendix A: The Diagram



APPENDIX B - The Estate

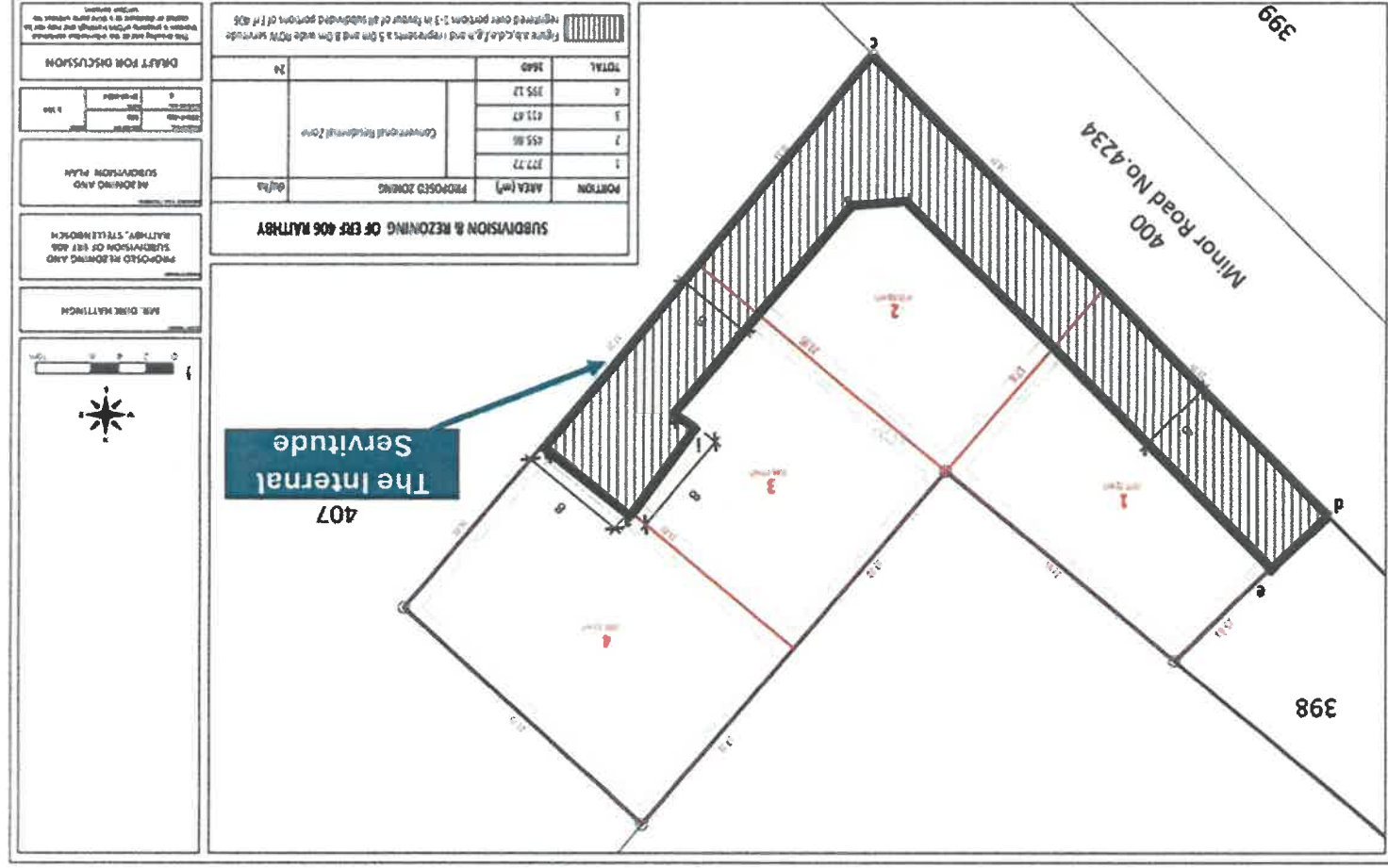


Appendix C 1: External Servitude

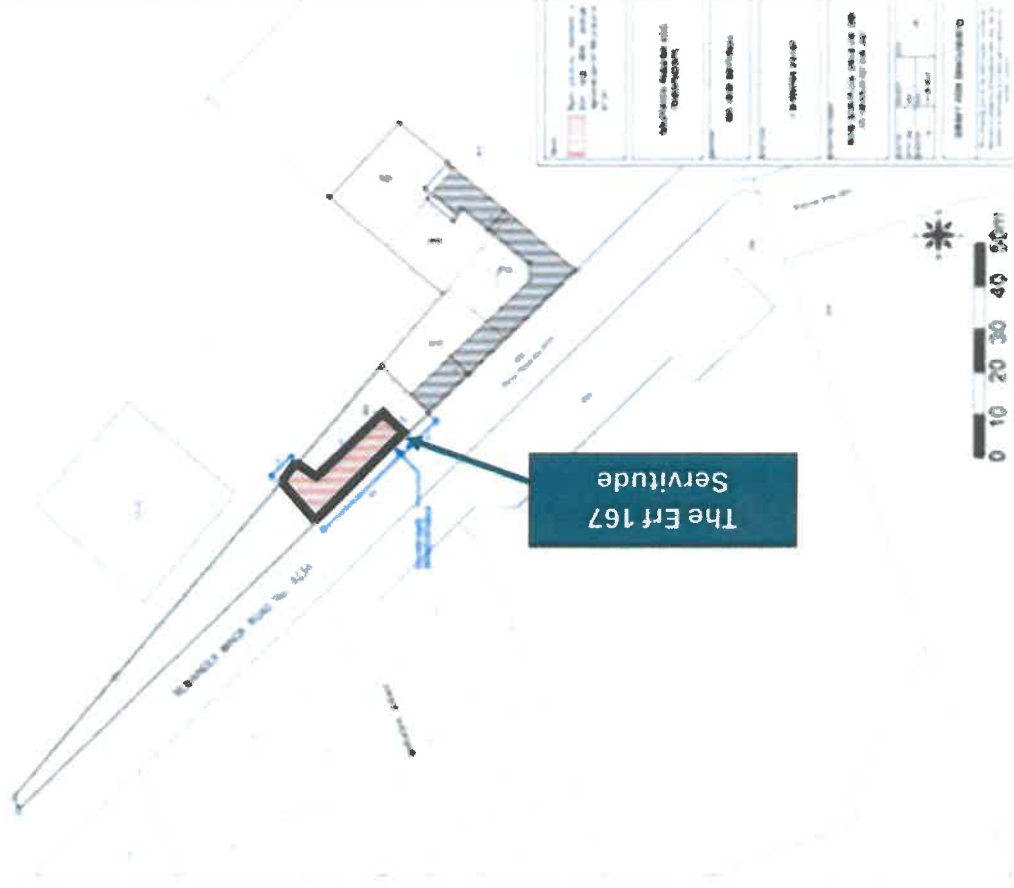


Appendix C2: Internal Servitude

(marked in black shade lines)



**Appendix C3: Erf 167 Servitude
(marked in red shade lines)**



Appendix D: Fine Schedule

1. Building without approved plan – R 2000 and thereafter R 1000 per month until problem is fixed
2. Making noise or creating a nuisance to Members – R 1000 per event
3. Not building according to approved building plan – R 1000 per event and R 500 per month until the transgression is corrected.
4. Not completing the house within the allocated period of time – R 1000 per month
5. Break in construction for longer than allowed – R 500 per week

APPENDIX 4

Architectural Guidelines for Auberge Villas

ARCHITECTURAL GUIDELINES

(“Guidelines”)



Revision 1 dated 9 June 2025 – for municipal submission

This document is subject to Approval by the Stellenbosch Municipality who may require certain amendments

TABLE OF CONTENT

1.	INTRODUCTION
2.	CORE BUILDINGS: BUILDING FORM
3.	THE ABUTMENT: BUILDING FORM
4.	SLOPES AND PLATFORMS
5.	FREE STANDING BUILDINGS: FORM
6.	PLACING OF HOUSES ON ERVEN
7.	ROOFS
8.	STOEPS AND PERGOLAS
9.	BOUNDARY WALLS
10.	GATES
11.	OUTSIDE WALLS
12.	WINDOWS
13.	DOORS
14.	SHUTTERS
15.	COLOURS
16.	CHIMNEYS
17.	DRIVEWAYS, ACCESS ROUTES AND WALKWAYS
18.	BALCONIES AND BALUSTRADING
19.	LIGHTING
20.	SERVICES
21.	GARDEN FURNITURE, PLAY EQUIPMENT AND FOUNTAINS

- 22. PRIVACY
- 23. GARAGES
- 24. ENERGY SAVING
- 25. LANDSCAPING
- 26. APPLICATION PROCEDURE
- 27. CONSTRUCTION SITE GUIDELINES

LIST OF FIGURES

Figure 1:	Examples of cord building plan forms
Figure 2:	Core building (height restriction of 6.5m)
Figure 3:	Example of entrance portico
Figure 4:	Example of entrance portico
Figure 5:	Entrance roof structure not permitted
Figure 6:	Intersecting core buildings
Figure 7:	Example of where two gables on a perspective are not of the same size, which is not permitted
Figure 8:	Examples of core buildings with or without parapet walls
Figure 9:	Core building and Abutment
Figure 10:	Set back where core building and abutment connects
Figure 11:	Cutting and filling on a slope
Figure 12:	Pergolas to be level and not with a pitch
Figure 13:	No steel structures for pergolas and/or steep
Figure 14:	Wall height
Figure 15:	Plan of typical pillars in werf and screen walls
Figure 16:	“Werf wall” typologies
Figure 17:	Horizontal elements for screening not permitted
Figure 18:	Example of swimming pool fencing
Figure 19:	Horizontal elements on gates not permitted
Figure 20:	Vertical elements to be used in gates
Figure 21:	Example of steel gate
Figure 22:	Plaster bands to be as simple as possible
Figure 23:	Crestory/ventilators windows
Figure 24:	Large gable windows
Figure 25:	The use of aluminium and wooden blinds inside houses
Figure 26:	Windows to have one, two or four panes
Figure 27:	No mock sash windows or top hung windows permitted
Figure 28:	Paired windows
Figure 29:	No horizontal elements on front door
Figure 30:	Vertical elements to be use for front doors
Figure 31:	Chimneys
Figure 32:	Clay bricks
Figure 33:	Broken clay bricks in fan pattern is permitted
Figure 34:	Natural road gravel, laterite or the like is permitted
Figure 35:	Cement cobles is permitted
Figure 36:	Exposed cement aggregate pavers not permitted
Figure 37:	Crushed stones not permitted as driveway or otherwise
Figure 38:	Example of Christmas lights

- Figure 39: Example of outside lights (Permitted)
- Figure 40: Example of outside lights (Not permitted)
- Figure 41: Air conditioner and pipe work/plugs to be screened
- Figure 42: Examples of letter box not permitted
- Figure 43: Post should in posted in letter plates placed on front “verf” walls
- Figure 44: Ornate hard garden elements not permitted
- Figure 45: Pergolas or flat structures are required in front of all garages
- Figure 46: Pergolas or flat structures are required in front of all garages

LIST OF ANNEXURES

- ANNEXURE A: Building Agreement
- ANNEXURE B: Building Plan Submission Form

1. INTRODUCTION

1.1 The major attraction of Auberge Villas, from a life-style perspective, is the rural ambience in Raithby, the Estate and the surrounding nature and agricultural areas. This rural ambience is also important from the perspective of the townsfolk who will have the Estate as neighbour, and who want to experience it as a place which forms an integral part of Raithby.

1.2 The buildings constructed on the Estate should be sympathetic in scale, form, materials and spatial lay-out to what is typically found in the Stellenbosch Winelands, without thereby being mere copied limitations lacking in individuality and creativity.

1.3 In designing a system of building controls, it is believed to be more appropriate to outline goals and objectives to which building plans must conform, and to have proper adjudication procedures for building plans, than simply to produce a list of prohibitions. The system of controls is, therefore, geared towards ensuring that erf owners conform to the positives, described in terms of goals and general principles that will be applied independently by knowledgeable professionals, along the lines of a quasi-judicial process. This enables the Developer to meet its goal to facilitate the implementation of an Estate through the involvement of independent, qualified professionals in respect of the evaluation of building plans, and not through committees of residents who may be subjected to influencing, quid pro quo's and factionalism.

1.4 The importance of these Architectural Guidelines ("the Guidelines") in adding value to erf owners, Auberge Villas and the community of Raithby, could not be over-estimated.

1.5 These Architectural Guidelines are applicable to all even in Auberge Villas ("Estate") as defined in the Constitution ("the Constitution") of the Estate. In these Guidelines, unless the contrary intention shall clearly appear or the context otherwise requires, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

1.5.1 "**Basement**" means that portion of a building with a ceiling level which does not protrude more than one metre at any point above natural ground level, excluding excavations required for access purposes;

1.5.2 "**Building Agreement**" means an agreement to be signed by the owner of

Architectural Guidelines Auberge Villas - Revision 1 – dated 9 June 2025

an erf on the Estate, the Home Owners Association, the Architect and Builder. This agreement may include but is not limited to practical rules to be adhered to by builders/erf owners, building deposits, application for services, services deposits, building deposits, Review Architect Fees and administration fees. The current Building Agreement is attached hereto as Annexure A.

1.5.3 **“Building Plan Submission Form”** means the form, including declarations of the relevant Architect appointed by an erf owner, to be submitted by the Architect upon submission of first building plans to the Review Architect. It has to be signed by both the Erf Owner and the Architect appointed by the Erf owner. The form is attached hereto as Annexure B.

1.5.4 **“Bylaw”** means the latest Stellenbosch Zoning Scheme Bylaw as amended from time to time or any replacement thereof from time to time hereafter.

1.5.5 **“Constitution”** means the constitution of the Estate.

1.5.6 **“Grade line”** means an imaginary surface that corresponds with the straight lines connecting the highest and lowest levels of ground immediately contiguous to a building, and for the purposes of height control may be regarded as a plane which encompasses the outer edges of the building.

1.5.7 **“Guidelines”** means the Architectural Guidelines as defined in the Constitution.

1.5.8 **“Servitude”** means the servitudes as defined in the Constitution.

1.6 Save for the above the definitions in sub-clause 1.2 of the Constitution shall apply *mutatis mutandis* to these guidelines.

1.7 Figures and illustrations in these Guidelines should be read together with the written part of the guidelines and vice versa. The aim is to assist in the interpretation of these Guidelines, although all provisions are not covering all provisions and all available alternatives.

1.8 Should there be any matters in these Guidelines, or differences in the interpretation of these Guidelines, or in relation to the scrutiny and/or approval and/or non-approval of building plans, the Review Architect (acting as expert and not as

arbitrator) shall make a ruling, which ruling shall be binding on all parties.

1.9 Plans for all structures that is to be built on the Estate, shall be submitted to the Review Architect, who will scrutinize the plans. After the plans have been stamped by the Review Architect the plans can be submitted to the Council for scrutiny and approval. No building plans may be submitted to the Council unless the Review Architect have approved the plans.

1.10 The owner of plots from time to time and their architect has the full responsibility to comply with South African Building regulations and any other statutory and/or legal requirement.

1.11 The owner of plots from time to time and their architect has the full responsibility to comply with these guidelines.

1.12 Members to comply with to the "Public Safety Regulations", Part D of the South African National Standards 10400 with reference to Part (D1) "Change in levels", referring to balustrades on stairs and outside terraces. Also, Part (D4) "Swimming Pools and Swimming Baths" ensuring that controlled access to pools are maintained at all times.

1.13 All the provisions of the Council in respect of the zoning of an erf as per the Bylaws from time to time, are to be adhered to. It is the responsibility of the Member to ensure this.

1.14 All land use applications and consent uses in respect of the Estate, including but not limited to rezoning and subdivision applications require the written approval of the Developer, who shall be provided with adequate prior written notice of any such application.

Applications by Members to the Council for a "second home" will be supported the Association.

1.15 Cloned Cape Dutch, Victorian and/or Georgian replicas are not permitted. All structures should be products of their own era, though sympathetic to the historical and evolving Stellenbosch style of place making and architecture.

1.16 The Building Plans Submission Form and the Building Agreement may be amended from time to time by the Developer (during the Development Period as provided for in the Constitution) in its sole and absolute discretion in order to allow for new requirements as the same become apparent during the implementation of the project. After the Development Period the Trustee Committee may amend it.

2. CORE BUILDINGS: BUILDING FORM

- 2.1 The building form shall consist of a main building structure which represents a core building, where buildings will be designed using the “letter of alphabet” building form. A basic “I” plan form, “L” plan form, “U” plan form, “T” plan form, “H” plan form, and a “U” plan form may be used, as per examples in Figure 1 below.

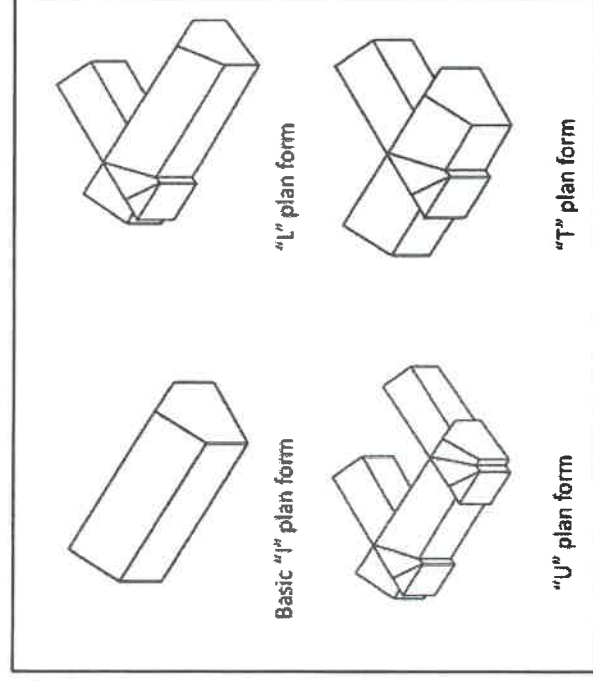


Figure 1: Examples of core building plan forms

- 2.2 Rectangular sections of the core buildings is to be positioned perpendicular to each other
- 2.3 The main core building has to be at least 2.1 times as long as it is wide, measured from one gable end to the next, but not longer than three times its width. Shorter core buildings can come out from the main core building.
- 2.4 It should be double pitched at 40 degree with a mirror image both sides of the centre.
- 2.5 No half-hipped roofs are permitted.

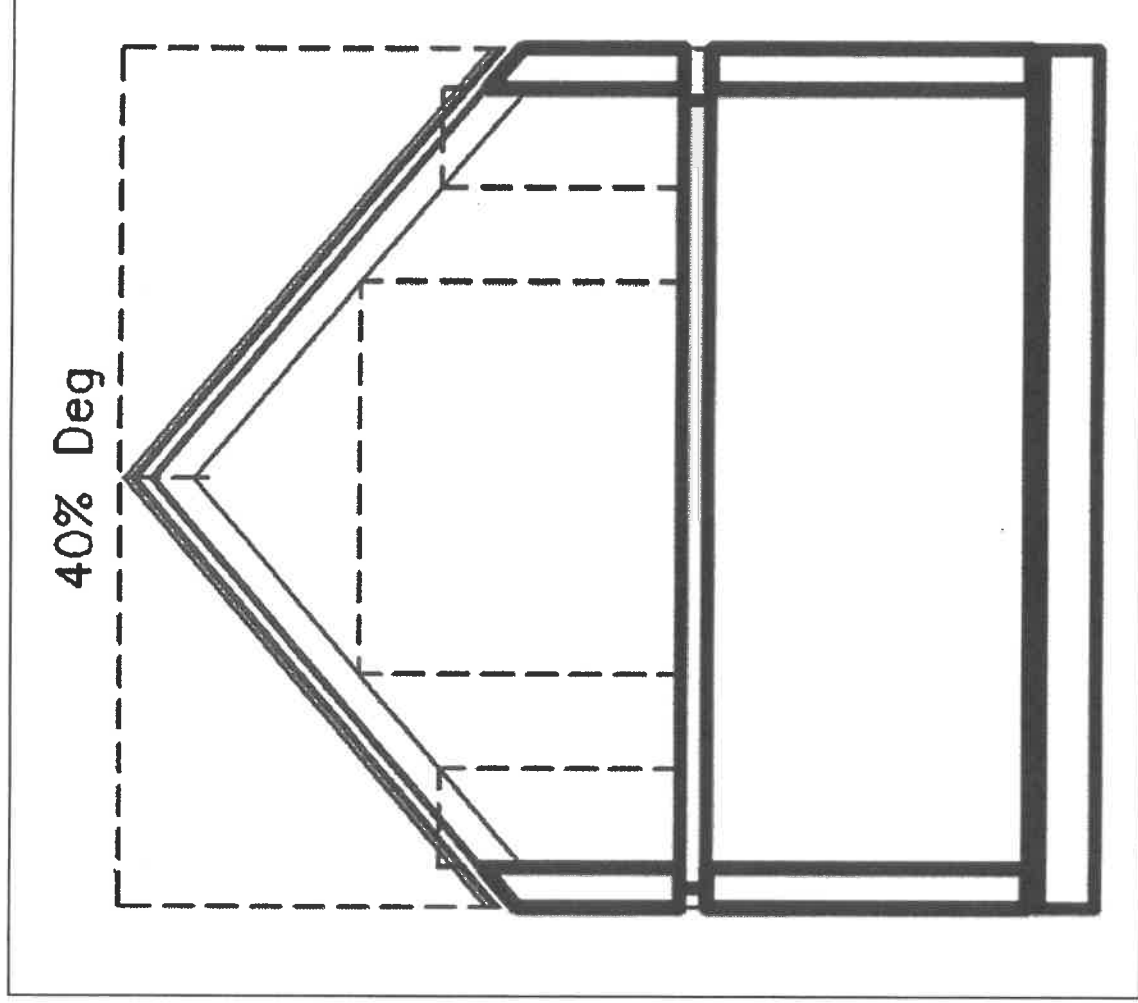


Figure 2: Core building (height restriction of 6,5 m)

- 2.6 A core building should be between 5 and 6 m wide. Covered entrances, portico and linked walkways may be narrower than core buildings but not wider than 3,6 m and not longer than 2 m. Please see above in Figure 2.
- 2.7 In case of a double pitched portico, the wall plate height of the portico may not be higher than the wall plate height of the core building. Please see Figure 3 and Figure 4 below.
- 2.8 Core buildings may not be higher than 6,5 m in height from floor level to the pitch of the roof*.

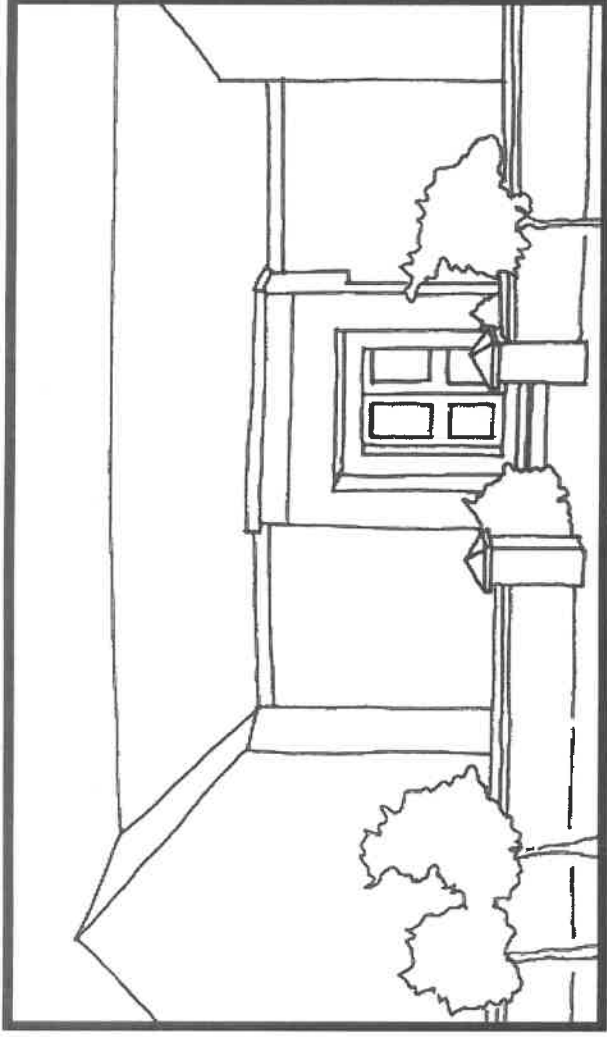


Figure 3: Example of entrance portico

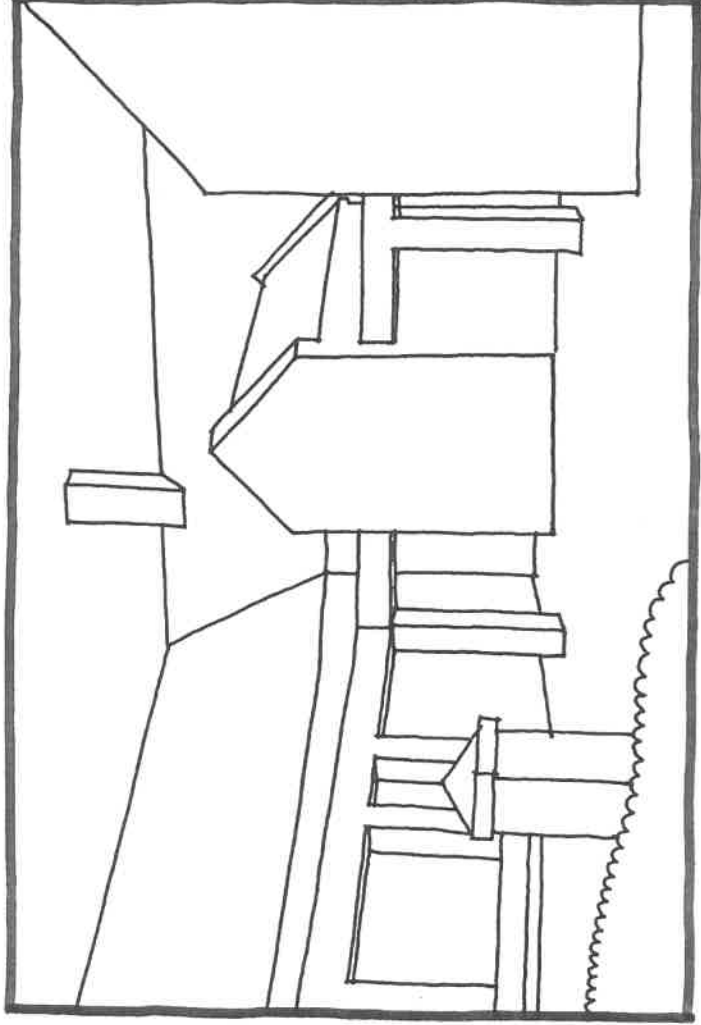


Figure 4: Example of entrance portico

- 2.9 Lofts in the roof space are permitted – please see Figure 2 above.
- 2.10 The wall plate height shall be dictated by barn width and height, subject to height restrictions*.



Figure 5: Entrance roof structure not permitted

- 2.11 The entrance roof structure in Figure 5 above is an example of what is not permitted
- 2.12 Where a core building intersects with another core building, for instance in a T form, the walls of the core buildings coming through the other, should not be flush with the section where it comes through, as shown in Figure 6 below. The gable of the intersecting gable should protrude between 300 mm or 350 mm.

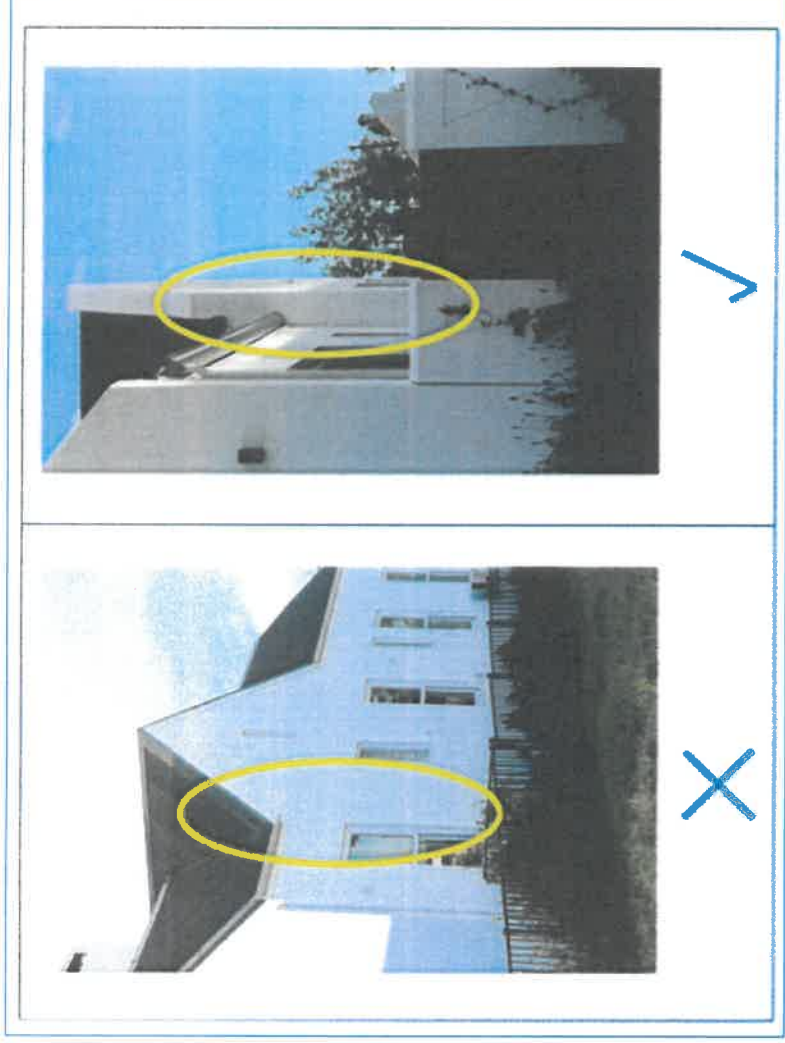


Figure 6: Intersecting core buildings

- 2.13 Gables on a perspective have to be of the same dimensions. Please see Figure 7 below for an example where this is not the case, and which is not permitted.



Figure 7: Example of where two gables on a perspective are not of the same size, which is not permitted

- 2.14 Core buildings on one property should meet flush at the bottom of the roof structure.
- 2.15 The top of any roof sections coming from gables should flush with the top of the

core building roof.

- 2.16 Core buildings may have parapet walls or not – please see Figure 8 below for examples. When a parapet is not used, the roof plates must be taken over the gable wall with a fascia painted pure white.



Figure 8: Examples of core buildings with or without parapet walls

- 2.17 Courtyards are to be created as far as possible with the placement of core building and other architectural elements.
- 2.18 Courtyard and natural living is strongly promoted.

3. THE ABUTMENT: BUILDING FORM

- 3.1 The abutment can be added to a core building as shown in Figure 9 below.
- 3.2 The abutment shall be at least 1,4 times as long as it is wide
- 3.3 The abutment as shown below shall be not be wider than 75% of the width of the core building and not narrower than 65% of the width of the core building.
- 3.4 Roof pitch of the “abutment” will be between 1 degree and 10 degrees.
- 3.5 No loft spaces are permitted for any flat roof structure and height of flat roofed buildings is not to exceed 3 m above floor level.

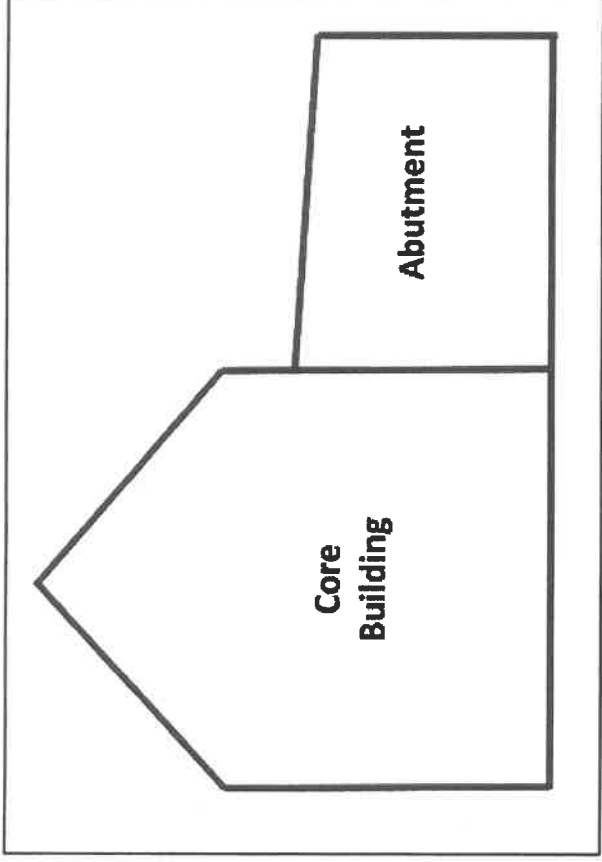


Figure 9: Core building and Abutment

- 3.6 Abutments are to be spaced back from the edge of the core building, where the two elements connect, with between 250 and 300 mm, as is shown in Figure 10 below.

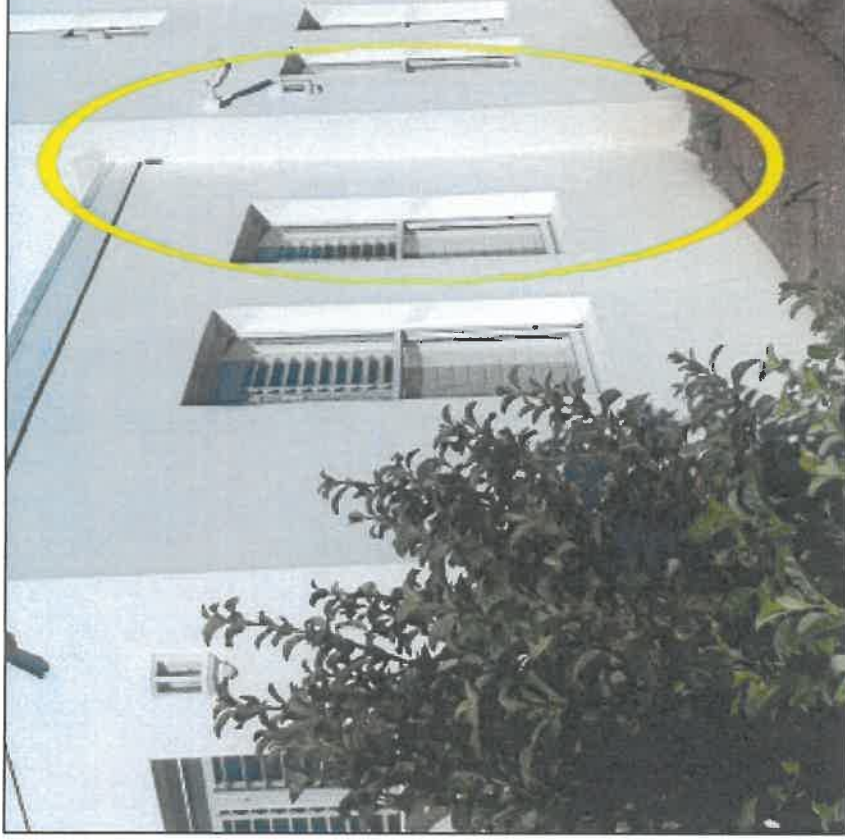


Figure 10: Set back where core building and abutment connects

- 3.6.1 A garage cannot be placed in an abutment unless the abutment has

parapet walls all round.

- 3.6.2 One or two parapet walls cannot be used. An abutment must either have no parapet wall or be covered by a parapet wall on the three sides.

4. SLOPES AND PLATFORMS

- 4.1 Floor level shall not be more than 0,3 m higher than natural ground level, except for plots which slopes which makes this impossible (if any), which shall be dealt with on a case by case basis.*
- 4.2 Cuttings may not be done for more than 1,2 m as is shown in Figure 11 below.
- 4.3 Filling may not be done for than 1,2 m as is shown in Figure 11 below.
- 4.4 In case plinths are utilized, it should not be greater than 1,2 height. Access to any basement is only permitted from the inside of the house, unless it is hidden from sight from outside the erf by a screening wall. Retaining structures may be built and plastered and painted or natural coloured concrete retaining structures which are to be covered by vegetation.

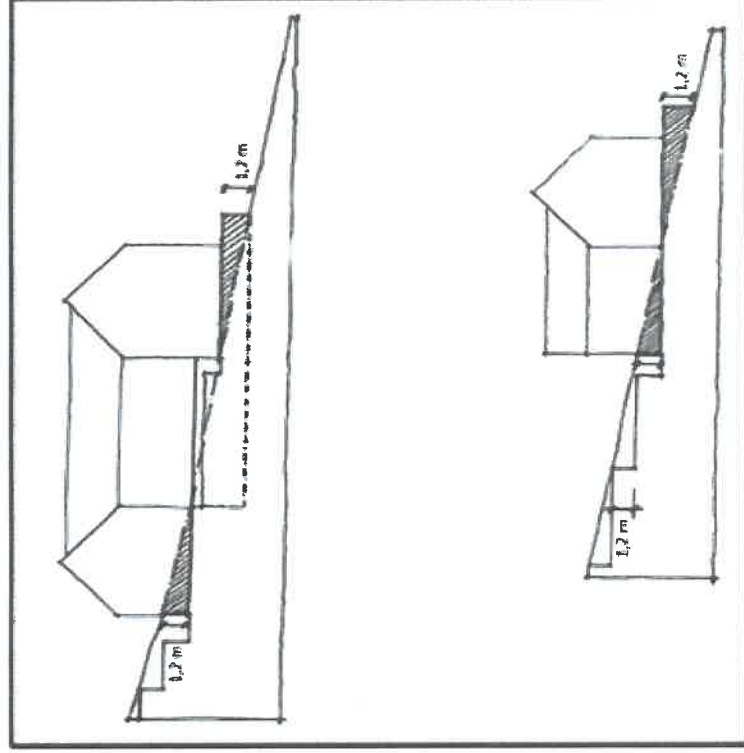


Figure 11: Cutting and filling on a slope

5. SECOND DWELLINGS

- 5.1 Second dwellings are allowed subject to the relevant technical municipal approvals.

6. PLACING OF HOUSES ON ERVEN

- 6.1 Buildings has to be placed as follows:
- 6.1.1 Parallel to the Internal Servitude border
 - 6.1.2 The building lines are as follows:
 - 6.1.2.1 Street - 3 meters
 - 6.1.2.2 Side - 1 meters
 - 6.1.3 Coverage is the greater of 175 sqm or 60%
 - 6.1.4 On the servitude border the building line is 2 m from the servitude border.

7. ROOFS

- 7.1 Only double pitch roofs are permitted on core buildings.
- 7.2 The pitch of abutment roofs and flat roofs are to be between 1 and 10 degrees with downward pitch away from the core building.
- 7.3 Eaves on roofs must be clipped with fascias, painted pure white, along the roof edge on the longitudinal side of the core building and abutment. There may be no overhang larger than 120 mm on any roof.
- 7.4 For each erf, the same roof material must be used where such roof material is visible.
- 7.5 Fascias on all roofs:
- 7.5.1 To be between 200 and 230 mm deep on the longitudinal side of a core building or abutment.
 - 7.5.2 To be between 200 and 230 mm deep on the non-longitudinal side of an abutment.
 - 7.5.3 To be between 280 and 320 mm deep on gables where parapets are not used.
 - 7.5.4 To be painted pure white.

- 7.6 Pitched roofs
 - 7.6.1 The roof on core buildings should be 40 degrees.
 - 7.6.2 Double pitched roofs must, at the gable ends, be symmetrical.
 - 7.6.3 For each erf, the same roof material must be used
 - 7.6.4 Roof material is corrugated S-profiled metal zink, pre-painted or painted charcoal
- 7.7 Abutment
 - 7.7.1 Roof material is corrugated S-profiled metal zink, pre-painted or painted charcoal, if it is visible. If not visible and parapets on all sides, IBR or similar.
- 7.8 Lean to stoep roof
 - 7.8.1 Roof material is corrugated S-profiled metal zink, pre-painted or painted charcoal
- 7.9 Flat roofs (Freestanding garages, carports and outbuildings)
 - 7.9.1 Roof material is IBR or similar if not visible through parapets on all sides, or re-enforced concrete with crushed stone or waterproofing.
 - 7.9.2 In the event of any roof plate being visible, the roof material is corrugated S-profiled metal zink, pre-painted or painted charcoal.
 - 7.9.3 Shade cloth may only be used for car ports, provided that it is hidden behind parapets or barge boards. The only colour of the shade cloth that may be used is charcoal grey.
- 7.10 Solar panels on all roofs to match the charcoal roof sheets in respect of colour.

8. STOEPS AND PERGOLAS

- 8.1 Front stoeps:
 - 8.1.1 To be provided along the entire longitudinal core building looking out on the Servitude ("Front stoeps")
 - 8.1.2 Can be maximum of 4000 mm and a minimum of 3000 mm wide.
 - 8.1.3 May be covered by a lean to roof or a wooden pergola with a pitch between 1 degree and 10 degrees.

- 8.1.4 No steel pergolas or visible steel framed roof structures permitted.
- 8.1.5 May have a ceiling if covered with roof, provided it is a horizontal ceiling.
- 8.1.6 Roof covering material must be the same as is used for abutments and core buildings.
- 8.1.7 Items as per 8.2.7 to 8.2.9 will not be permitted on front stoeps.

8.2 Stoeps other than a front stoep:

- 8.2.1 Stoeps other than a front stoep, shall be not be wider than 75% of the width of the core building and not narrower than 65% of the width of the core building.
- 8.2.2 May be covered by a lean to roof or a wooden pergola with a pitch between 1 degree and 10 degrees.
- 8.2.3 No steel pergolas or visible steel roof structures permitted.
- 8.2.4 May be covered with flat roofs behind parapets.
- 8.2.5 May have ceiling if covered with roof, provided it is a horizontal ceiling.
- 8.2.6 Roof covering material must be the same as is used for abutments and core buildings.
- 8.2.7 Stoeps and verandas may be enclosed with aluminium, PVC, wooden, or frameless glass stacking/sliding doors, either from the floor to the ceiling or from a 900 mm high 280 mm wide plastered brick wall to the ceiling.
- 8.2.8 Roller shutters and canvas may be used, provided it is not reflecting material and provided it is pure white.
- 8.2.9 Roller shutters and canvas may be used, provided it is not reflected material.

8.3 Columns to all stoeps

- 8.3.1 Can be square columns with plaster dimensions of between 365 mm x 365 mm and 460 mm x 460 mm for the bottom quarter of the column. The square dimensions of the top three quarters of the column can be 70% and 85% of the width of the bottom quarter, provided it is square.
- 8.3.2 Can be round pre-cast columns which at the top shall not be less than 220 mm diameter and at the base 330 mm. It should not be more than 350 mm

diameter.

8.3.3 Pre-cast concrete columns may be used, but copies of Greek or Roman types are permitted.

8.3.4 Columns must be simple with not more than three horizontal plaster band not wider than 100 mm and between 20 mm to 25 mm deep.

8.3.5 Victorian “broekie lace” detail or Victorian cast iron posts or detail will not be permitted.

8.3.6 Concrete pipe sections or similar to form columns will not be permitted

8.3.7 No steel structures for stoeps as per Figure 13 below.

8.4 Vertical closure of stoeps:

8.4.1 Canvas, aluminium shutters, aluminium glass and frames and canvas are the only way that stoeps could closed. Only stoeps away from the Servitude may be closed, and closures may not be visible from the street. All closure elements, including canvas and aluminium frames must be pure white. Aluminium may only be used if window frames are pure white.

8.5 Pergolas:

8.5.1 To be level and not with a pitch. Please see Figure 12 below.

8.5.2 To be constructed of wood.

8.5.3 No steel structure permitted as shown in Figure 13 below.

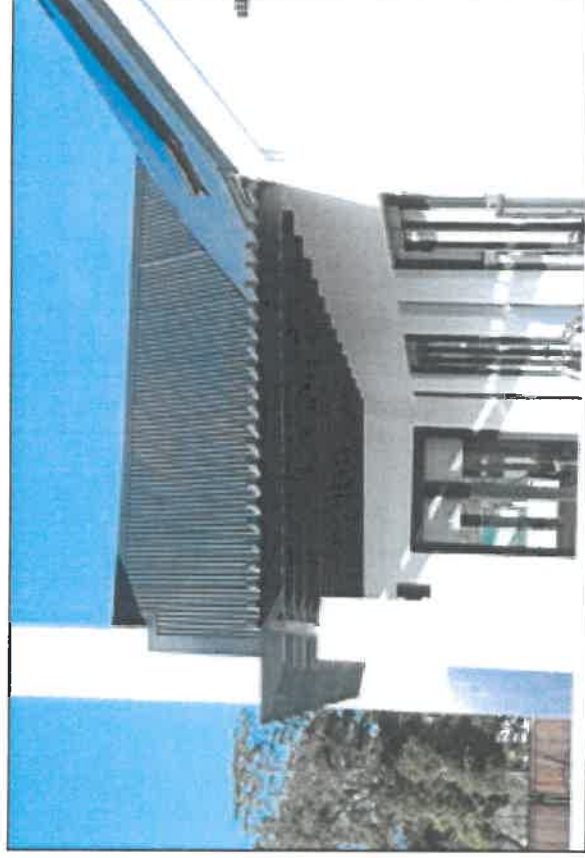


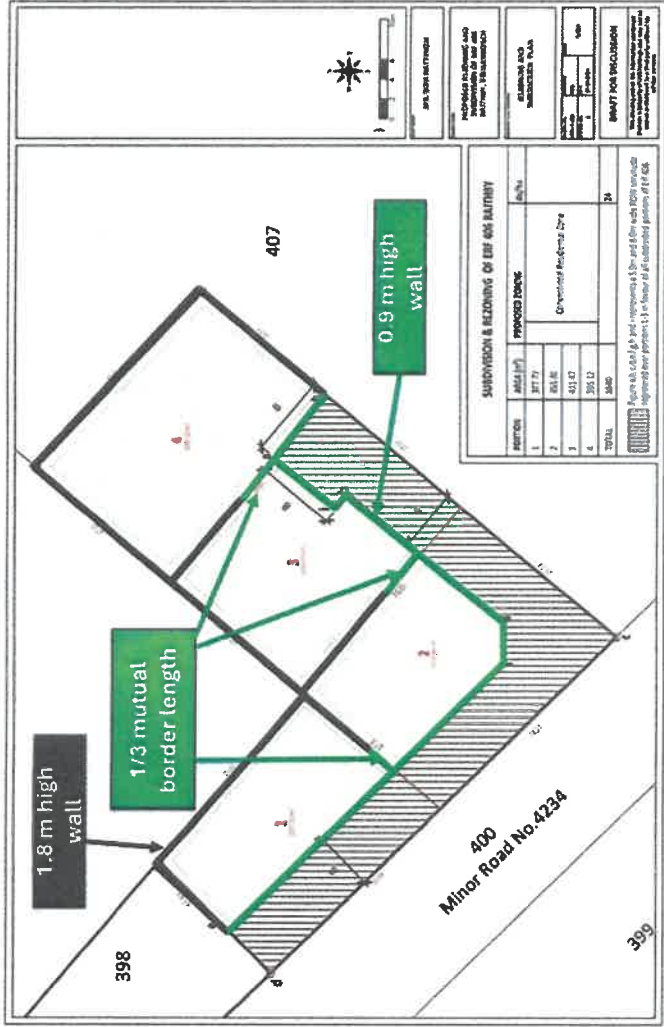
Figure 12: Pergolas to be level and not with a pitch



Figure 13: No steel structures for pergolas and/or stoeps

9. BOUNDARY WALLS

- 9.1 Walling to be done as per topology in Figure 15 below with wall heights as per Figure 14 below.



- 9.2 Vertical pillars are to be erected between every 2,5 m and 3 m on boundary werf walls which may not be higher than 150 mm above the wall height. Please see Figures 15 and 16 below. The top of the pillars are to be plastered between 25 degrees and 30 degrees symmetrical on both centre horizontal axis.

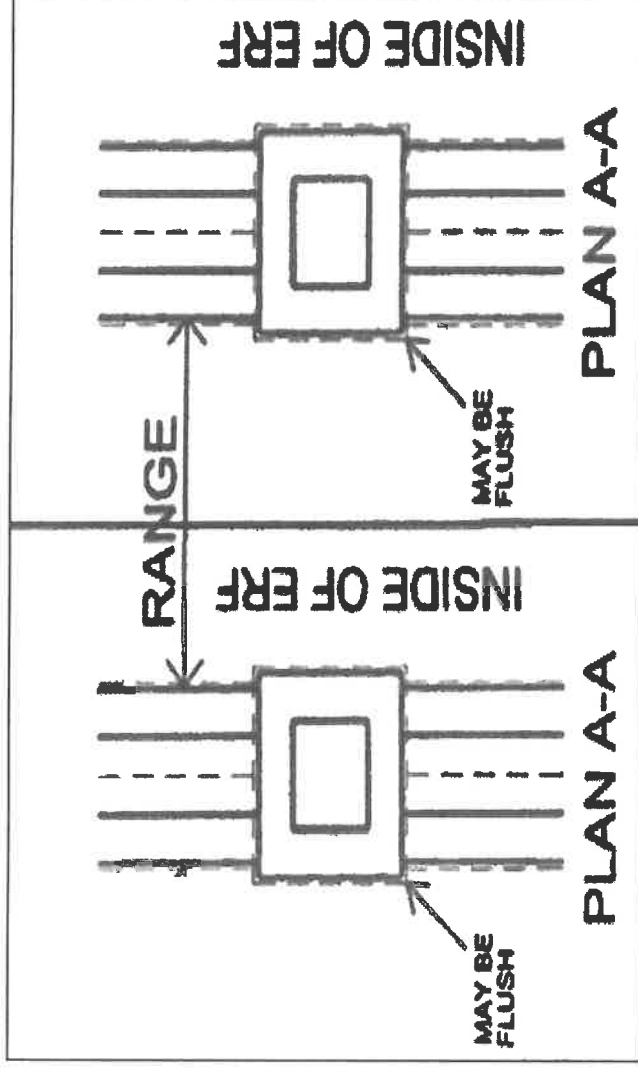


Figure 15: Plan of typical pillars in werf and screen walls

- 9.3 Screening walls to procure privacy for a services yard may only be built within the confines of the building lines as set out herein and may not be higher than 1800 mm. Screening walls should be 300 mm wide and should be used only where it is absolutely necessary.

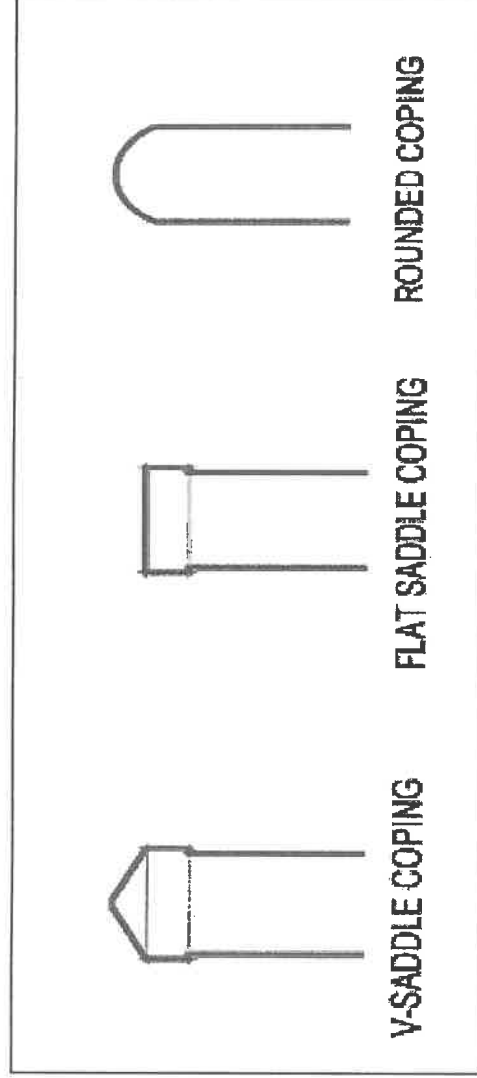


Figure 16: "Werf wall" typologies

- 9.4 Walls may be built with cement building blocks but have to be plastered and painted pure white.

- 9.5 Steel palisades on boundary walls are not permitted.
- 9.6 Pillars can be added to the walls and will be evaluated by the Review Architect on a case by case basis.
- 9.7 No wooden fencing is permitted for borders of even.
- 9.8 Wooden screening is permitted in exceptional cases within the confines of the building lines and where it cannot be seen from the road, provided it is not higher than 1,8 m and that the elements be installed vertically and not horizontally.
- 9.9 Small sections of wooden elements combined with steel are permitted for internal screening (within the confines of the building lines), provided the wood is placed vertically and not horizontally. Please see Figure 17 below for an example of a wooden and steel fence that is not permitted, due to horizontal placement of the wooden slats.



Figure 17: Horizontal elements for screening not permitted

- 9.10 Internal steel fencing is not permitted, except to screen pools off. In such a case the fencing should not be higher than 1,2 meter and be of simple vertical nature such as shown in Figure 18 below.

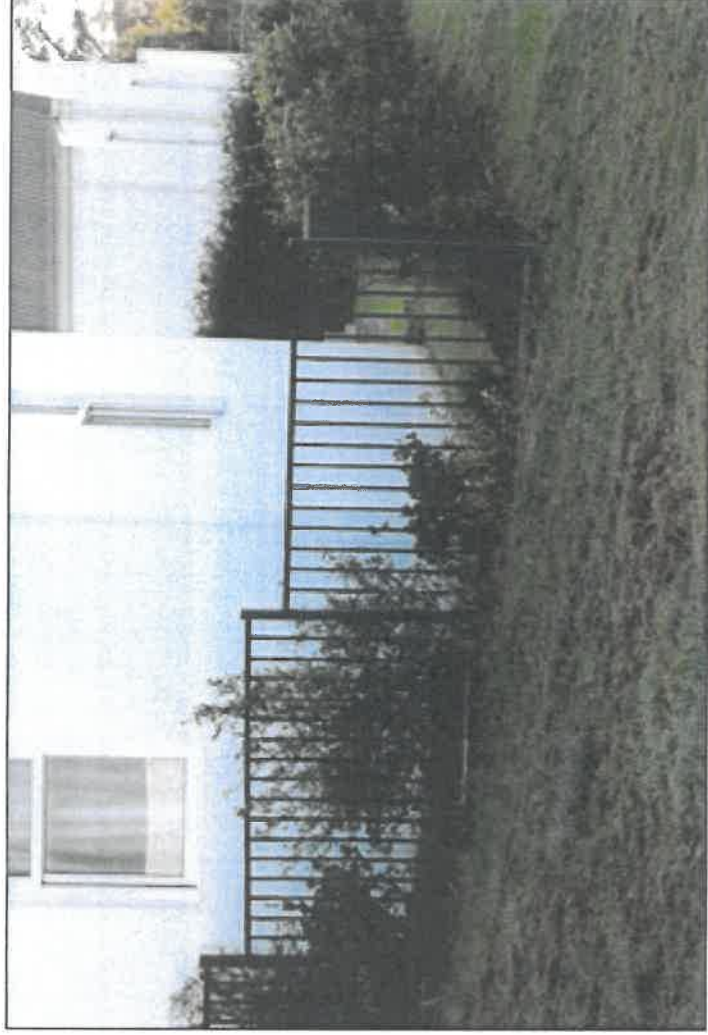


Figure 18: Example of swimming pool fencing

- 9.11 No wire fences are permitted on the erf border or elsewhere.
- 9.12 No palisade fencing is permitted on erf borders or elsewhere
- 9.13 Electric fencing may be installed.

10. GATES

- 10.1 Gates, including in werf walls, may be a steel structure clad with wood, provided that wood will be a natural wooden colour or painted pure white.
- 10.2 Horizontal wooden or other elements on gates are not permitted, as is shown in Figure 19 below. Vertical elements to be used in gates as is shown in Figure 20 below.



Figure 19: Horizontal elements on gates not permitted

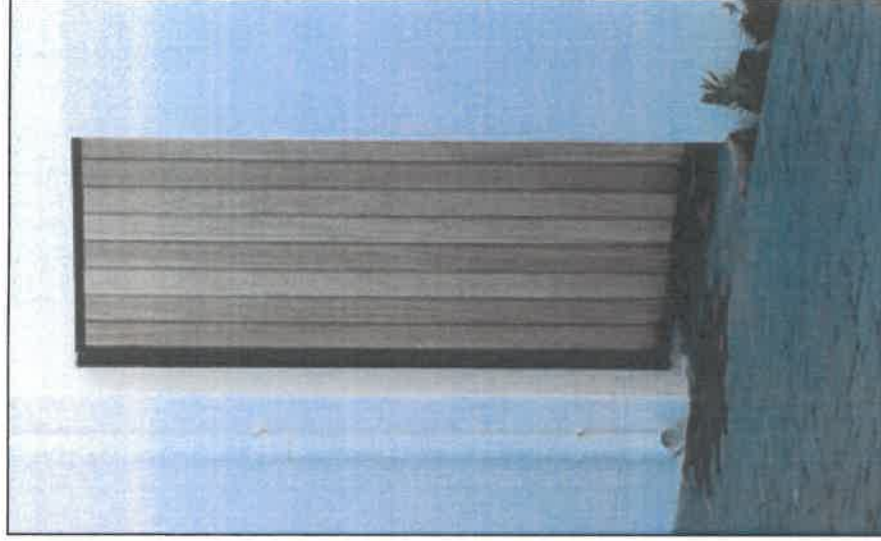


Figure 20: Vertical elements to be used in gates

- 10.3 Steel gates may be used, provided that such gates are mostly designed in vertical elements with very limited horizontal elements, and are painted black. An ornamental gate to a court yard leading to the front door is permitted. The gate must predominantly comprise of vertical elements. An example of what is permitted is shown in Figure 21 below.
- 10.4 No gate in a boundary wall around a plot shall be higher or lower than the wall in which it is installed - 900 mm.

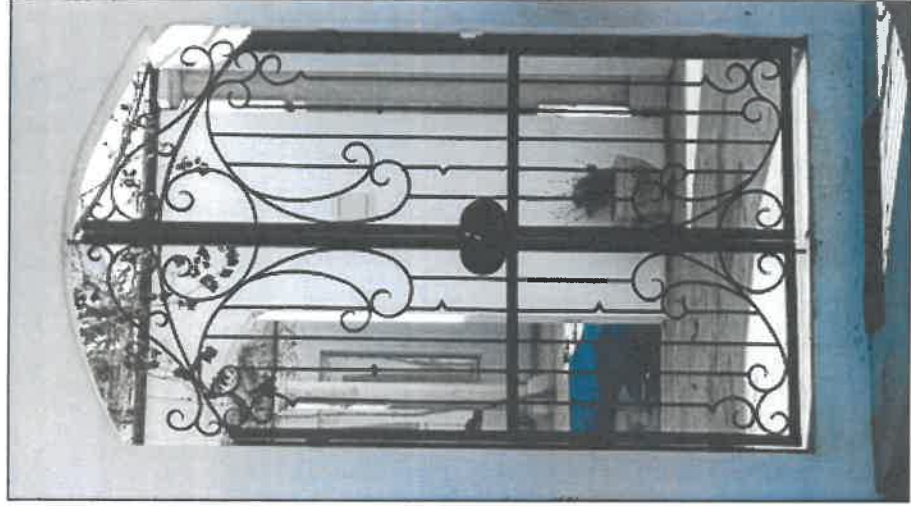


Figure 21: Example of steel gate

11.OUTSIDE WALLS

- 11.1 All outside walls to be plastered smoothly with trowel finish.
- 11.2 No un-even plaster, or “Spanish” plastering, will be permitted.
- 11.3 Subject to approval tiles may be used to clad walls of fountains, steps or braais, provided that the same are not visible from the street.
- 11.4 All fountains, regardless of size, to be made safe with nets or similar. This is the sole responsibility of the Erf owner.
- 11.5 Plaster bands around windows are encouraged. The bands should be between 130 mm and 200 wide and 25 mm deep, as is shown in Figure 22 below. All plaster bands to be as simple as possible. Ornate plaster bands with lots of detail are not permitted.

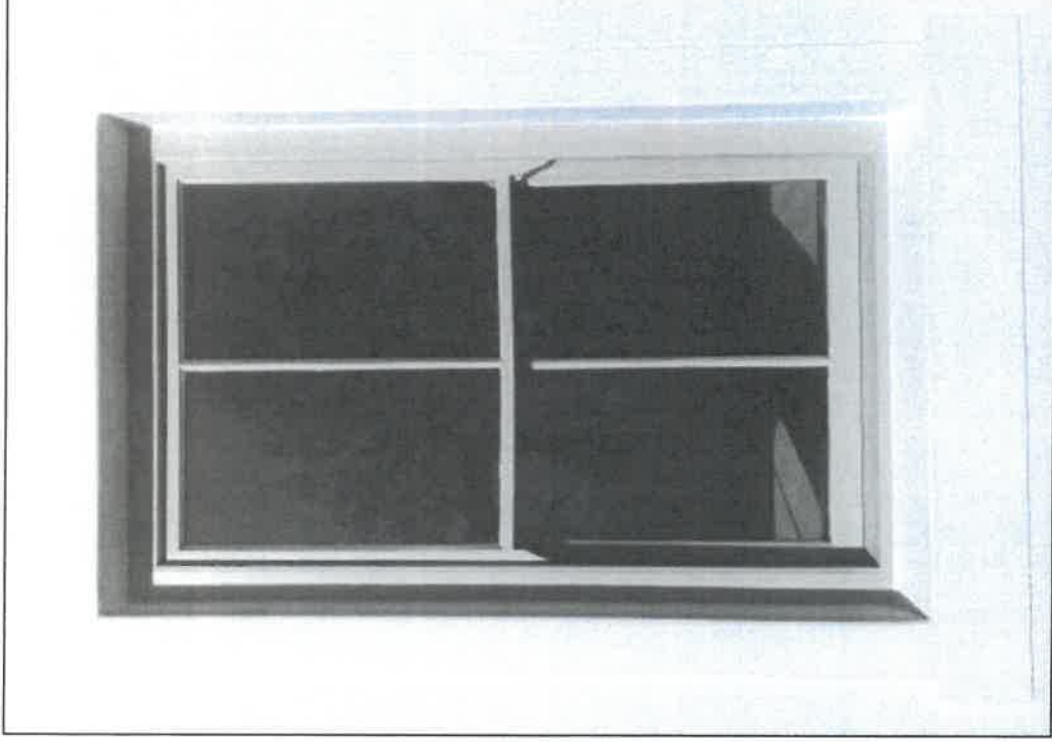


Figure 22: Plaster bands to be as simple as possible

12. WINDOWS

12.1 All windows are to be vertically orientated with windows with a ratio of width to length of 1:1,8 to 1:2,2. Maximum width of a window is 1,25 m (subject to 12.1.2 below) and minimum width is 0,5 m. No vertically shaped windows are permitted. The following exceptions may be permitted:

12.1.1 Crestory/ventilator windows as is shown in Figure 23 below with width to height ratio of 1,5:1 to 1,8:1 with the top radius. These windows may only be used in limited quantities and on an appropriate level above ground level windows and doors as approved. A slight arch is permitted at the top of the window and only one glass pane is permitted. The window may open to one side but not on a top hung basis.

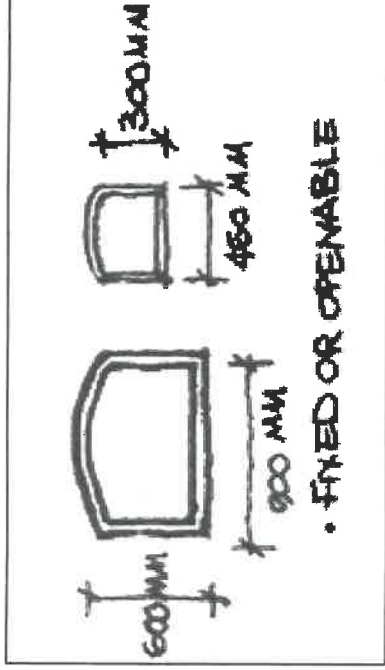


Figure 23: Crestory/ventilators windows

12.1.2 Large gable windows which encompasses the entire gable. An example is shown in Figure 24 below. The width of the window may not be larger than two thirds of the width of the gable. Proportions are the same as in paragraph 12.1 above. A slight arch is permitted at the top of the window. The frames inside the window frame have to be vertically proportioned. No horizontal window proportions and no top hung opening windows are permitted in the frame. A maximum of six panes are permitted or as considered on a case by case basis.

12.1.3 A limited number of windows with at width to length ratio of 0,5:1 will be considered on a case by case basis.



Figure 24: Large gable windows

- 12.2 All windows must be able to open for at least 50% of its surface area, except for Crestory windows.
- 12.3 No outside burglar bars are permitted – all burglar bars to be installed on the inside of the window in the house. The use of aluminium/wooden blinds on the inside of the house is recommended, as per example shown in Figure 25 below.

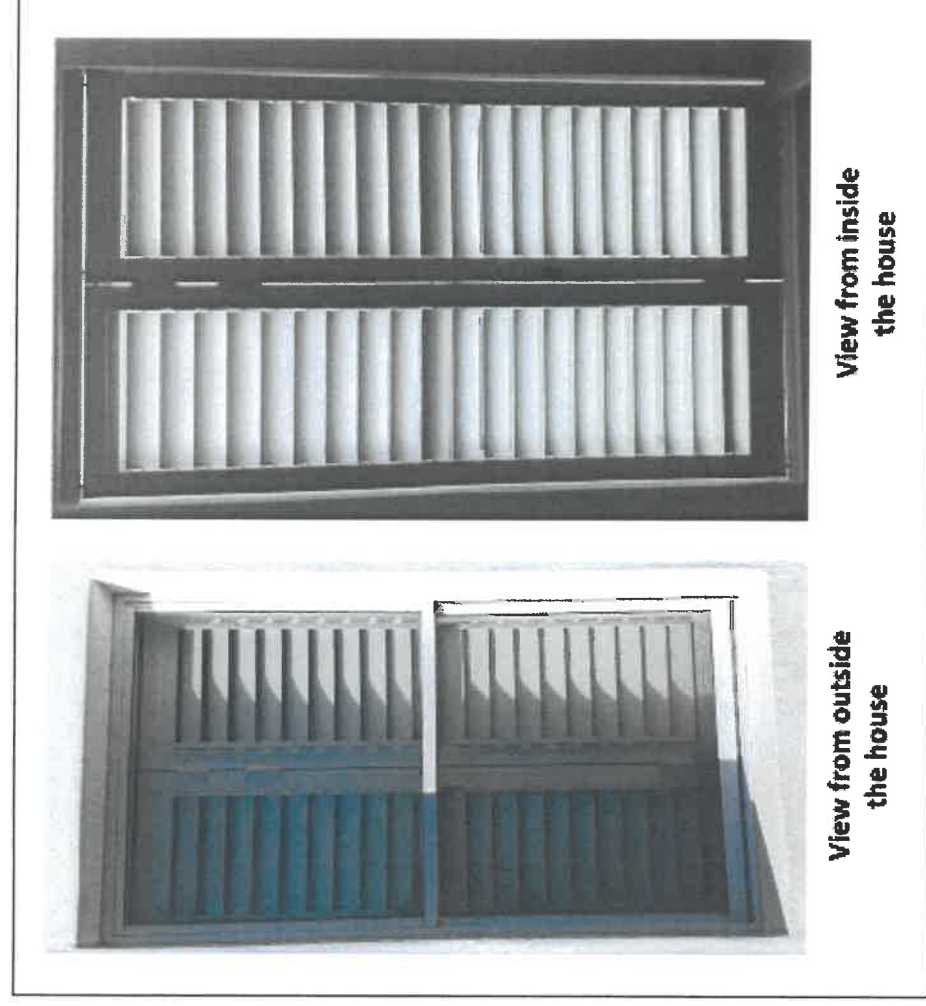


Figure 25: The use of aluminium and wooden blinds inside houses

- 12.4 Only one window to be installed on loft level on a gable end of a core building. Two windows are permitted if the same are on both sides of a chimney protruding externally.
- 12.5 No more than two windows to be installed on ground level on gable end of a core building.
- 12.6 No cottage pane windows are permitted.
- 12.7 Windows to have one, two or four panes as is shown in Figure 26 below, except for the case as set out in paragraph 12.2.2 above.

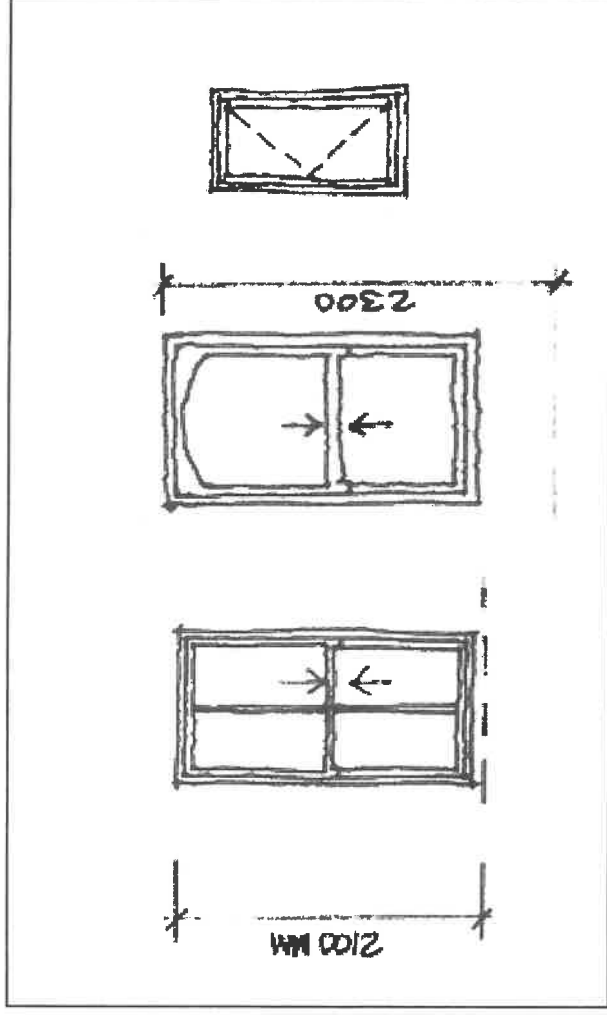


Figure 26: Windows to have one, two or four panes

- 12.8 No mock sash or “top hung” (or “bottom hung”) windows are permitted as is shown in Figure 27 below.

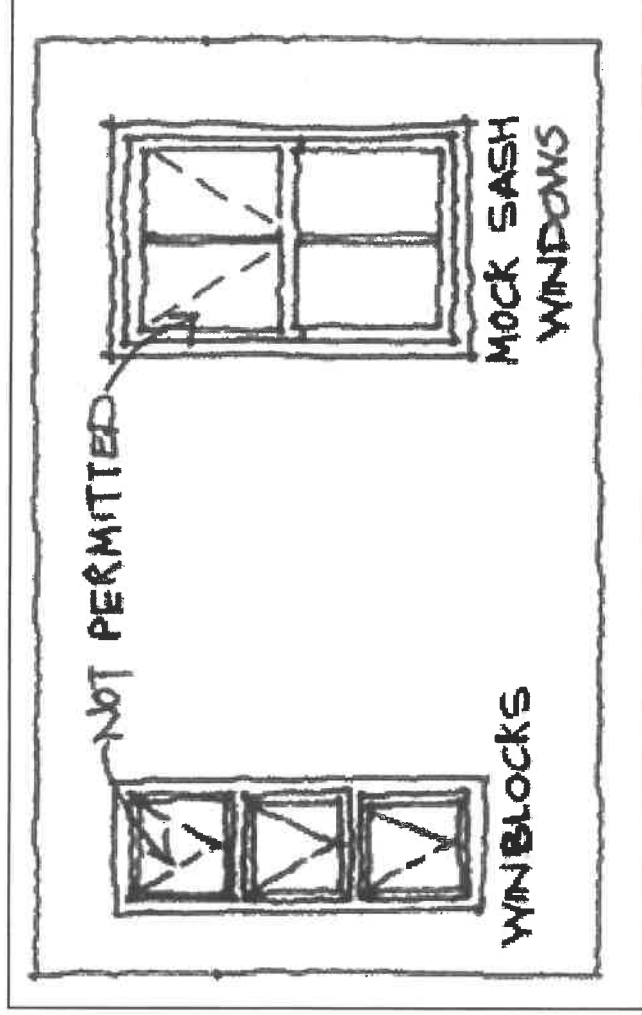


Figure 27: No mock sash windows or top hung windows permitted

- 12.9 Windows sliding from top to bottom or side hung windows are permitted. Sliding windows from side to side where it is not visible – ie at kitchens where serving counters where it opens up to a private stoep area, or where a stoep is enclosed with aluminium frames and glass will be considered on a case by case basis.
- 12.10 Paired windows are permitted on the longitudinal sections of a house, but only

where it cannot be seen from the street. An example of paired windows are shown in Figure 28 below.

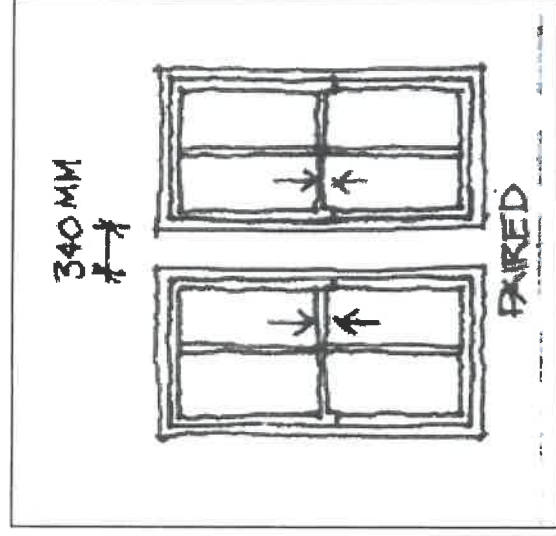


Figure 28: Paired windows

- 12.11 Vents for ventilation have to be vertically orientated with a ratio of width to length of 1:1,2 to 1:3. Width of a vent is to be between 200mm and 300mm. Vents to be placed in the top part of gables, appropriately placed within the triangle formed by the pitched roof, in the middle (from a horizontal perspective).
- 12.12 The materials that may be used for windows is limited to aluminium or wood.
- 12.13 Aluminium window frames may be pure white or charcoal in colour.
- 12.14 Wooden window frames may be natural wood colour or painted pure white.
- 12.15 The same material for windows, vents and doors should be used on one house through-out. Exceptions for barn doors, front doors, back doors, sliding doors, garage doors and the like will be considered on a case by case basis.
- 12.16 All safety and statutory conditions to be adhered to in respect of glass used in door and window frames.
- 12.17 The use of double glazing or “low E” glass is encouraged.
- 12.18 No coloured glass is permitted in windows or doors. The use of coloured glass with lead will be considered on a case by case basis.

13.DOORS

13.1 Front doors

- 13.1.1 Front doors may not exceed 2,7 meters in height.

13.1.2 Front doors should not be wider than 1750 wide in the case of double doors and 1200 in the case of a single door.

13.1.3 No horizontal elements on the front door may be used. Please see Figure 29 below for an example of what is not permitted and Figure 30 where the vertical elements are permitted.

13.1.4 No glass elements to be used as part of the front door. No stained glass or see-through glass front doors are permitted.

13.1.5 The use of limited vertical glass next to the front door will be considered on a case by case basis. No windows permitted on top of the front door.

13.1.6 Ornate patterns on front doors are not permitted.

13.1.7 Front doors should be as simple as possible.

13.1.8 Stable doors for front doors are encouraged.

13.1.9 Front doors shall be natural wood or aluminium.

13.1.10 Wooden front doors should be painted pure white or be natural wood colour.

13.1.11 Aluminium front doors should be charcoal or pure white.

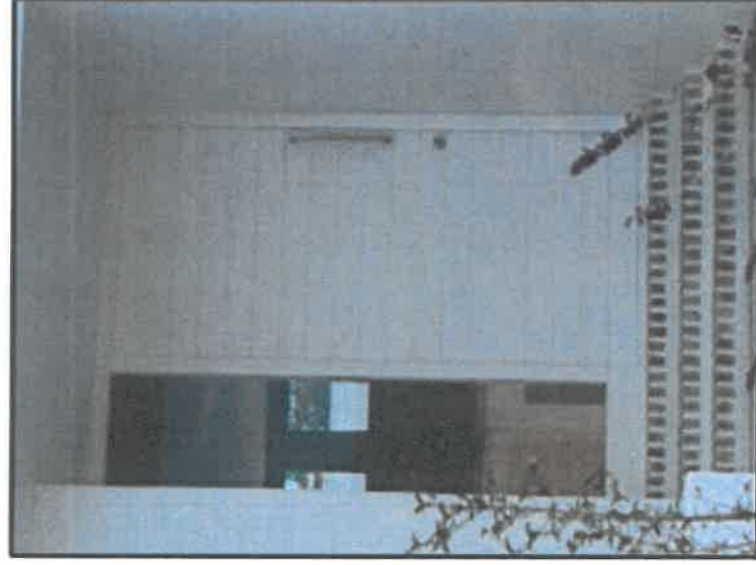


Figure 29: No horizontal elements on front door



Figure 30: Vertical elements to be use for front doors

- 13.1.12 Sliding doors are not permitted as front doors.
- 13.1.13 Front doors to be hinged on the side of the door – no pivot doors are permitted.
- 13.1.14 No irregular patterns permitted on the front door.
- 13.1.15 No outside security gate are permitted for front doors
- 13.2 Other doors
 - 13.2.1 Sliding doors may be installed on the façade of the house which does not face the Servitude and which is private. Sliding doors may not be higher than 2,5 m and not wider than 5 meter. Sliding doors may not comprise more than 50% of the length of a façade on which they are placed.
 - 13.2.2 The width of sliding doors on gable ends (core buildings and abutments) should be the lesser of 3 m or 50% of the gable end.
 - 13.2.3 Other than the front door, no doors which are wider than 1 metre may be installed facing the Servitude Area.
 - 13.2.4 Any door, other than the front door, fitted to openings exceeding 1750 mm, measured to the total width of the opening, including sidelights etc. must

be placed at least 4000 mm behind a pergola or under a roof.

13.2.5 Barn type doors must have symmetrical double doors. Arched tops are permitted on gable ends on the ground floor only. It may not be wider than 2,7 meters and not higher than 3,2 meters.

13.2.6 Barn type doors may not be installed on gable ends and only on the longitudinal side of core buildings and abutments.

13.3 Awnings

13.3.1 Awnings may only be installed above windows or doors on the private side of the building, away from the Servitude Area.

13.3.2 Retractable and adjustable awnings must not be visible from the Servitude Area and must be enclosed on three side by core buildings.

13.3.3 All the elements of awnings to be pure white.

13.3.4 Mechanisms of the awnings must be hidden behind a parapet, column or the like, so far as possible.

14. SHUTTERS

14.1 Shutters may be hinged or sliding but must be functional.

14.2 Decorative shutters are not permitted.

14.3 Shutters can be made of epoxy coated aluminium or hardwood.

14.4 The colour of the shutters must be the same as window frame or be pure white.

15. COLOURS

15.1 All steel that is used must be galvanized before it is painted.

15.2 All walls are to be plastered and painted pure white.

15.3 Timber windows, doors and shutters may be varnished to preserve the natural wood colour, or paint pure white.

15.4 Timber garage doors to be painted pure white or charcoal, or the natural wooden colour.

15.5 Aluminium garage doors to be epoxy coated pure white or charcoal.

15.6 Aluminium, windows, window frames, sliding doors is to be epoxy coated pure white or charcoal.

15.7 Aluminium sliding doors to be epoxy coated pure white or charcoal.

- 15.8 Timber sliding doors to be painted pure white or natural wooden colour.
- 15.9 Plaster bands to be pure white, the same as the wall that it forms part of.
- 15.10 Aluminium front doors to be epoxy coated pure white or charcoal.
- 15.11 Wrought iron steel gates to be painted or epoxy coated black.
- 15.12 All roofs, except for where it is not visible and covered on four sides with parapets, should be charcoal coloured.
- 15.13 Pergolas should be painted pure white or charcoal or be varnished with natural wood colour.

16. CHIMNEYS

- 16.1 All masonry chimneys should be strictly as per Figure 31 below.
- 16.2 Chimneys should protrude between 800 mm and 1000 mm above ridge/line of the roof of the core building.
- 16.3 For internal combustion stoves the pipes need to be between 180mm and 220mm diameter and protrude not more than 500mm above the pitch of the roof if the stove is installed in a core building, and 1,8 m above the roof plate if installed on an abutment or a flat roof.

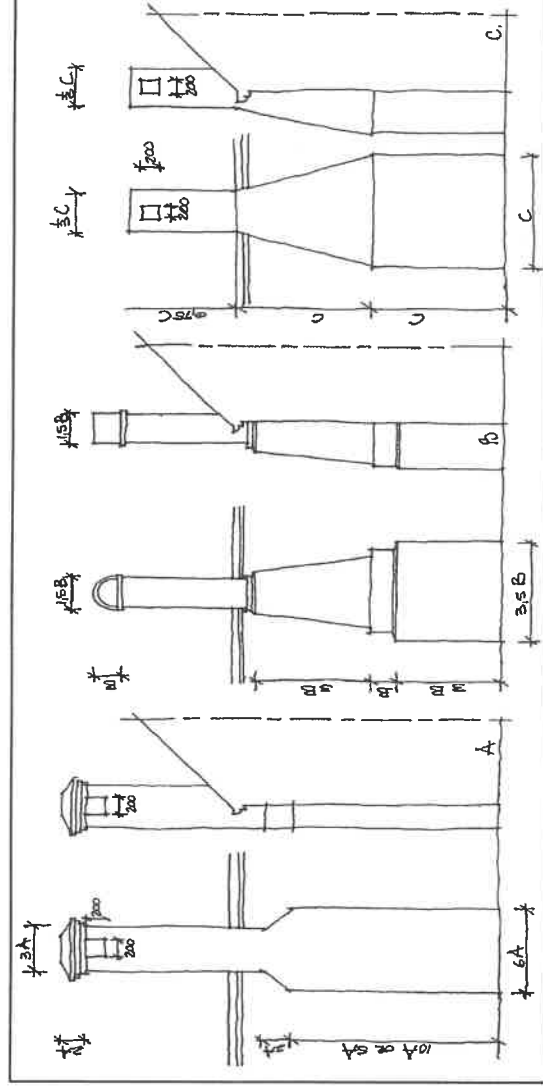


Figure 31: Chimneys

- 16.4 Braais and chimneys for braais, which do not form part of a core building, an

abutment, a roof structure or a building, will be considered on a case by case basis.

17.DRIVEWAYS, ACCESS ROUTES AND WALKWAYS

17.1 Driveways from the Servitude Area are to be constructed at the cost of the erf owner.

17.2 The following materials may be used for driveways

17.2.1 Clay bricks as per colour (Running Bond, Herringbone at 90 degrees, Herringbone at 45 degrees and Basket Weave, Fan Pattern). Examples are shown in Figures 32 and 32 below

17.2.2 Natural gravel – laterite or similar as shown in Figure 34 below.

17.2.3 If natural gravel is used for a walkway, it should be framed on either side with head to head 75mm clay brick.

17.2.4 Cement or concrete is not permitted for any framing of walkways or driveways constructed with clay bricks or natural gravel. Cement cobbles should be used for framing only if cement cobbles are used for the paving itself.

17.2.5 Cement cobbles as per example in Figure 35 below.



Figure 32: Clay bricks

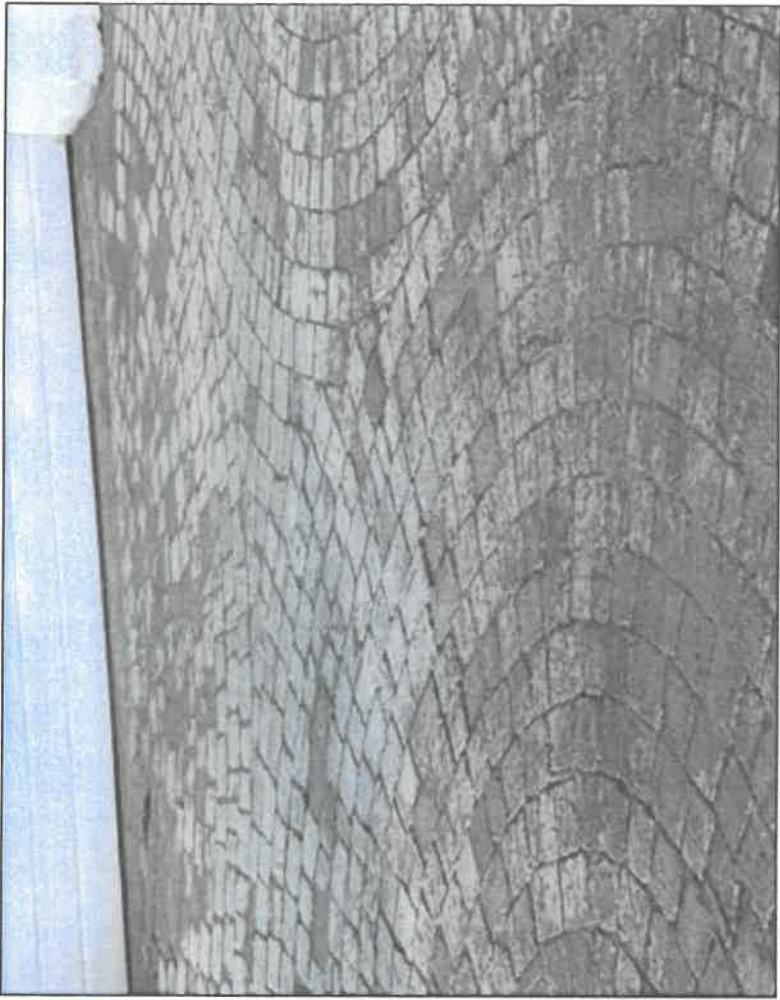


Figure 33: Broken clay bricks in fan pattern is permitted



Figure 34: Natural road gravel, laterite or the like is permitted

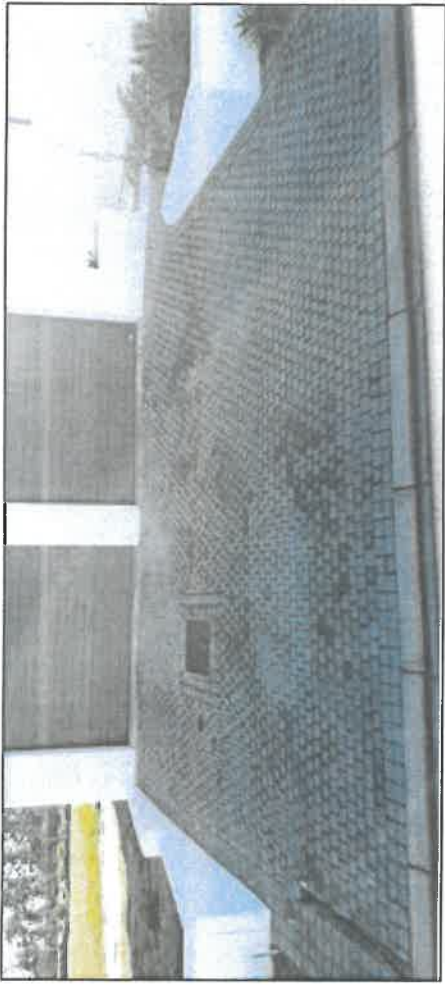


Figure 35: Cement cobles is permitted

17.3 The following materials are not permitted.

- 17.3.1 Exposed aggregate cement pavers as is shown in Figure 36 below.
- 17.3.2 Gravel stones as shown in Figure 37 below, or anything similar to that on driveways, walkways or anywhere on the Estate.

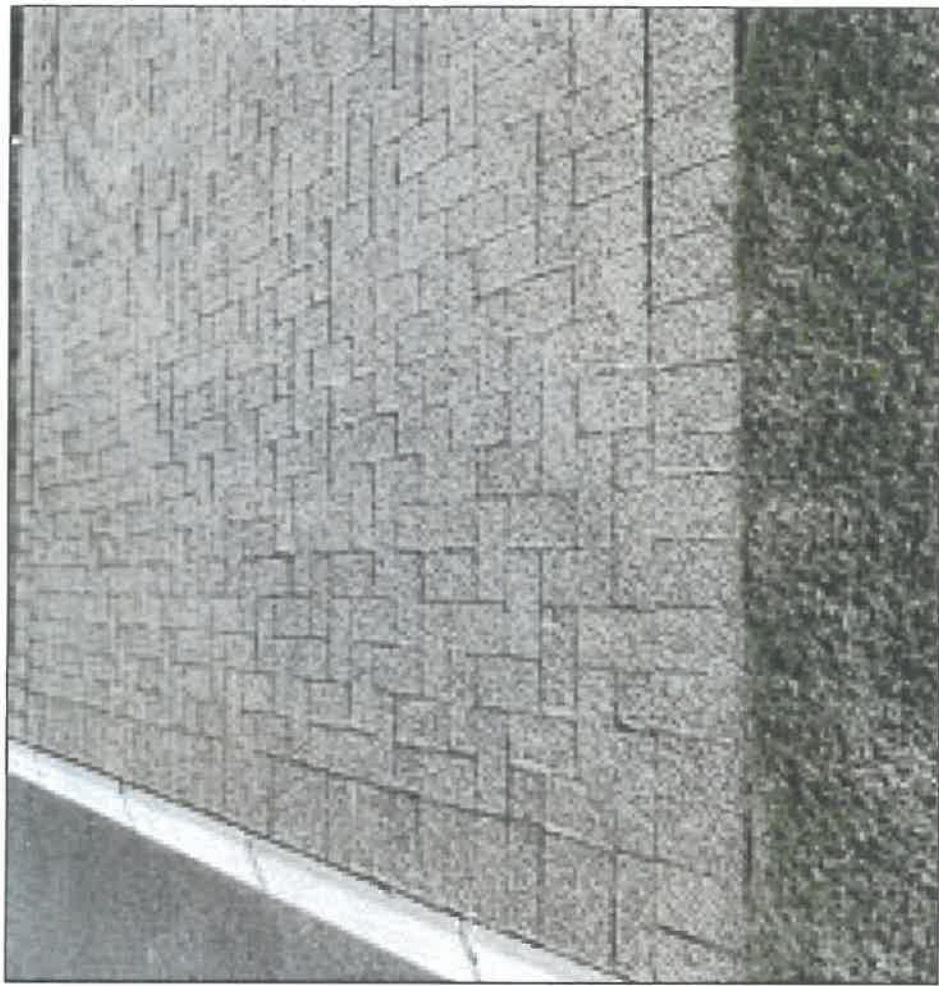


Figure 36: Exposed cement aggregate pavers not permitted



Figure 37: Crushed stones not permitted as driveway or otherwise

- 17.4 Driveways to be not wider than 3 meters or the width of the garage, whichever is the largest.
- 17.5 Walkways are not to be wider than 1,8 meters and can only come to the edge of an Erf and not into the Internal Servitude.
- 17.6 The area of driveways, walkways, parking bays and the like should be limited in order to avoid large unattractive areas (See Figure 37 above as example). Breaking up the potentially large driveway areas with werv walls, soft landscaping and the like is encouraged. This aspect will be dealt with on a case by case basis.

18. BULCONIES AND BULLESTRADING

- 18.1 Balconies must form an integral part of the design and any visible sides of slabs, or brickwork, must be plastered and painted to match the wall surface to which they attach.
- 18.2 The slab of the balcony may protrude a maximum of 200mm from the exterior face of the building, and the width of the balcony may not exceed 1750mm.
- 18.3 A handrail must be fixed onto the side or top of the entire slab with vertical steel or wooden elements. No horizontal elements permitted. The height of the railing is to 1 m high.
- 18.4 The doors giving access to the balcony must open inwards or may be sliding.

- 18.5 Balconies are not be constructed on a elevations aligning with a boundary of the Erf, which fronts onto a street or close.
- 18.6 Where a balcony fronts onto a shared boundary, the front of the balcony may not be closer than 5 m from the boundary.

19. LIGHTING

- 19.1 The overriding principle is to reduce light pollution on the Estate as far as possible.
- 19.2 No street-lights will be installed on the Servitude Area and are not permitted on Erven.
- 19.3 Blinds and curtains to allow only minimum light through.
- 19.4 No coloured light fittings, bulbs or glass are permitted for use in lights.
- 19.5 Only white or black light fittings permitted.
- 19.6 No Christmas lights or similar visible from the outside of the house are permitted on the Estate, as per example in Figure 38 below.
- 19.7 Security spotlights on Erven are only permitted if the same are only activated/switched on through motion sensors for security purposes and will not be activated by pets.
- 19.8 No security spotlights are permitted outside any Erf or in the Servitude Area.
- 19.9 Lights are to be of a design that shines up and down and not forward. An example of what is permitted is shown in Figure 39 below.
- 19.10 An example of what lights is not permitted is shown in Figure 40 below.
- 19.11 No coloured bulbs are permitted outside.
- 19.12 Uplighter spots against walls and trees are not permitted.
- 19.13 A detailed outside lighting plan to be submitted with building plans.



Figure 38: Example of Christmas lights

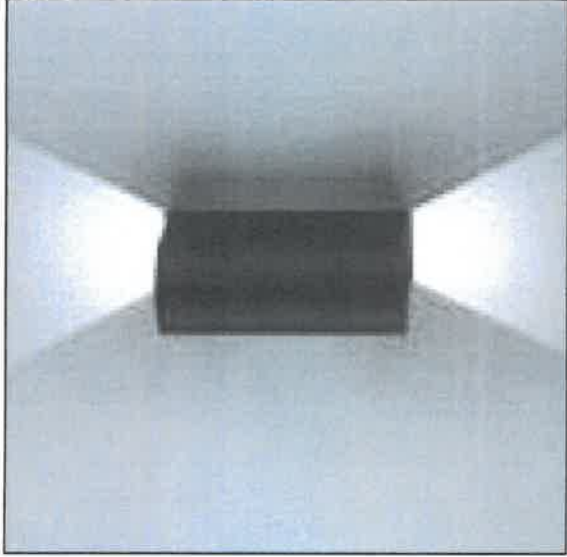


Figure 39: Example of outside lights (Permitted)



Figure 40: Example of outside lights (Not permitted)

20. SERVICES

- 20.1 Water connections are to be applied for by the Member to the Developer. Upon payment of a fee, the Developer will install a meter and the Association will bill the Member for water.
- 20.2 Electrical connection is to be applied for to Eskom. Upon payment of a fee, the Eskom will install a pre-paid meter. Temporary connections may be extra.
- 20.3 The Member will provide its own sewerage holding tank and make provision that in the unlikely event of the tank overflowing, that water will be contained on the Erf. A sewer connection has been provided by the Developer, but may only be utilized once the Municipality of Stellenbosch has upgraded the Raithby Sewerage Purification Plant.
- 20.4 The sewerage tank is to be placed in a way where the removal truck could access the tank easily in order to empty it, at the cost of the erf owner.
- 20.5 Natural stormwater to be accepted from neighbours and boundary walls have to allow for water to flow through holes at the bottom.
- 20.6 Stormwater retention is to be provided for on each Erf by the Member in order to ensure that more than natural stormwater to other erven is minimized.
- 20.7 Sun panels on roofs to match the roof colour.
- 20.8 TV and communication dishes to be placed as discreetly as possible.
- 20.9 Visible and surface mounted outside cabling and/or piping against walls or on roofs are not permitted, and are to be chased into the wall and covered with plaster and paint.
- 20.10 Washing is not to be visible to anywhere outside the relevant Erf, and has to be screened with brick screening walls.
- 20.11 The bottom part of any air conditioner unit is to be lower than 300mm from floor or ground level (whichever is the lowest). The top part of any air conditioner is to be lower than 1,2 m from floor or ground level (whichever is the lowest) and is to be screened with vertical natural wood or bricks. An example is given below in Figure 41 where the air conditioner is screened sufficiently but not the plug and pipe work. Plug boxes, pipes and wires must not be visible. Air conditioners to be white.

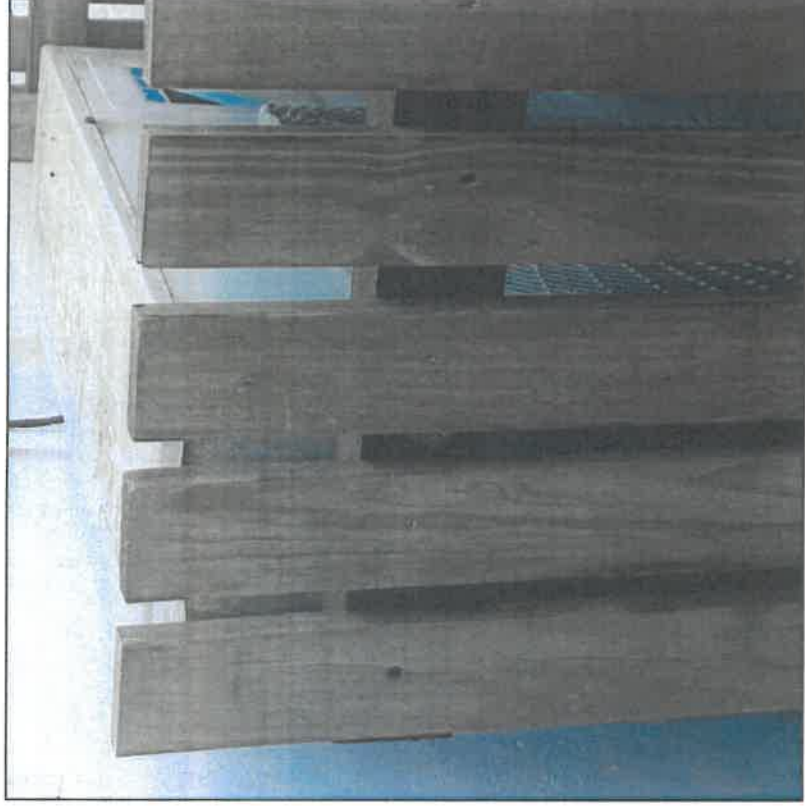


Figure 41: Air conditioner and pipe work/plugs to be screened

20.12 Letter boxes as shown in Figure 41, and mounted on free standing pole are not permitted.

20.13 Mail boxes to be built into the verf wall between 300 mm to 700 mm from the pedestrian entrance gate in the verf wall fitted with a charcoal letter plate as shown in Figure 43 below. All houses to have letter boxes and it should be shown on the building plans in elevation as well.

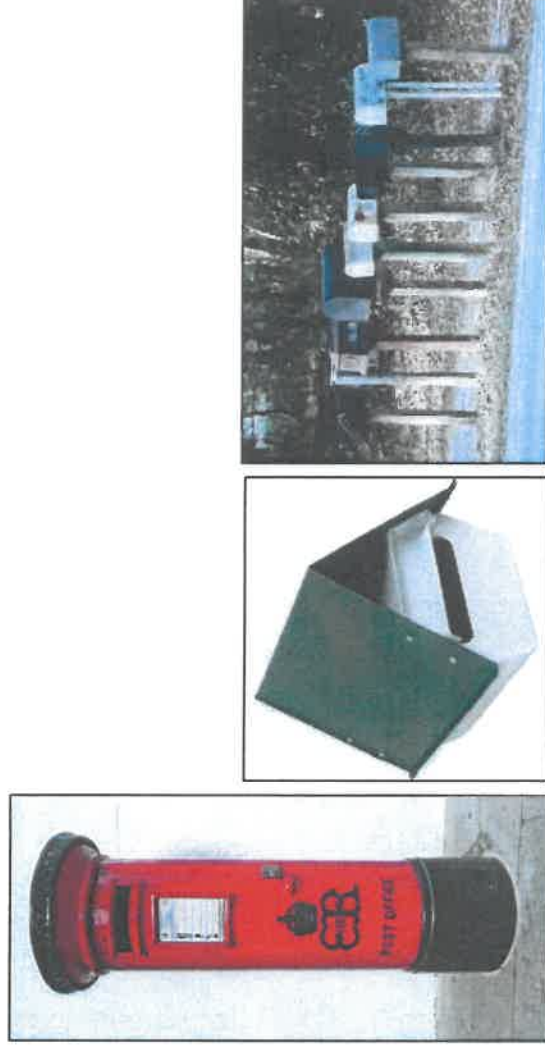


Figure 42 : Examples of letter box not permitted

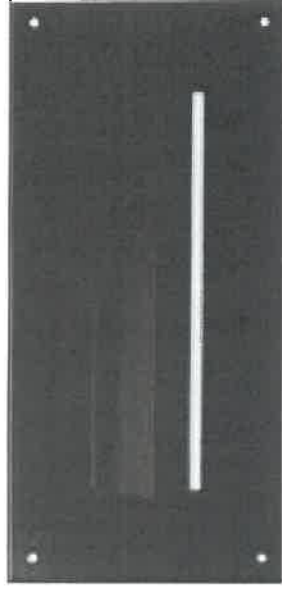


Figure 43: Post should in posted in letter plates placed on front “werf” walls, house walls or outside door

20.14 Numbering of houses to be done in charcoal letters and placed on the front werf wall, on the opposite side of the as the letter box. The street number should be black and be larger than 200 mm but smaller than 300mm. A very simple, non-cursive font, Arial, is to be used and letters should be mounted onto the wall. No lettering to stand out from the wall. No Surveyor General erf numbers or anything else other than the official street number as determined by the Developer is to be displayed. The name of the street and erf numbers, which will be determined by the Developer in its sole and absolute discretion, will be made available by the Developer in due course.

20.15 Boreholes and/or wells are permitted if all statutory approvals and approvals envisaged in the Constitution are obtained and adhered to. The relevant signage to be displayed. Safety, including but not limited to water quality, is the responsibility of the Member.

20.16 The use of water coming from subsoil drains and or grey water for irrigation is encouraged, provided all statutory approvals are obtained and adhered to by the Member. Safety, including but not limited to water quality, is the responsibility of the Member.

20.17 All sewer vent pipes to be concealed.

21. GARDEN FURNITURE, PLAY EQUIPMENT AND FOUNTAINS

21.1 No artificial grass larger than an area of 200 square meters is permitted, provided that it is not visible from any part outside of the Erf.

21.2 Ornate hard garden elements such as fountains, garden gnomes and the like are

not permitted. Please see example of what is not permitted in Figure 44 below.

21.3 Plans for garden furniture to be submitted and approved.

21.4 Designs of jungle gyms, trampolines and the like to be submitted and approved.



Figure 44: Ornate hard garden elements not permitted

21.5 Provision to made for storing of fire wood so that it is not visible from anywhere outside the Erf.

21.6 Simple fire pits are permitted and should be round when viewed in plan. It could be in the ground or built up not higher than 700 mm or have a diameter larger than 1,6 meter. Outside of fire pit structure to be plastered and painted white. An edge of at between 75 mm and 100 mm at the top of the structure to keep fire inside and reduce risk of fire.

21.7 It is the responsibility of the Member to ensure that sufficient safety features are introduced in respect of any fire place on the Erf and to prevent veld fires.

21.8 Built seating arrangements for fire pits and the like is not recommended due to seasonal temperature changes which would require moving closer or further from the fire. Loose outside chairs that can be stored, are recommended.

21.9 No plastic garden furniture is permitted to be used where it is visible from outside of the Erf.

22. PRIVACY

- 22.1 Houses to be designed in such a way that the privacy of neighbours and others is respected.

23. GARAGES

- 23.1 Double garage doors are discouraged but is permitted.
- 23.2 Single garage doors to be separated by a 480 mm brick and plastered painted white pillar.
- 23.3 Garage doors are preferably not to be orientated towards the Servitude Area but to the side of the building, which also has to be screened from the view of neighbours where it is possible, and from the street with a screen wall, 1,8 m high, of a maximum length of 5 meters.
- 23.4 All garage doors to be preferably covered by a structure such as a pergola in front of it such as shown in Figures 45 and 46 below.

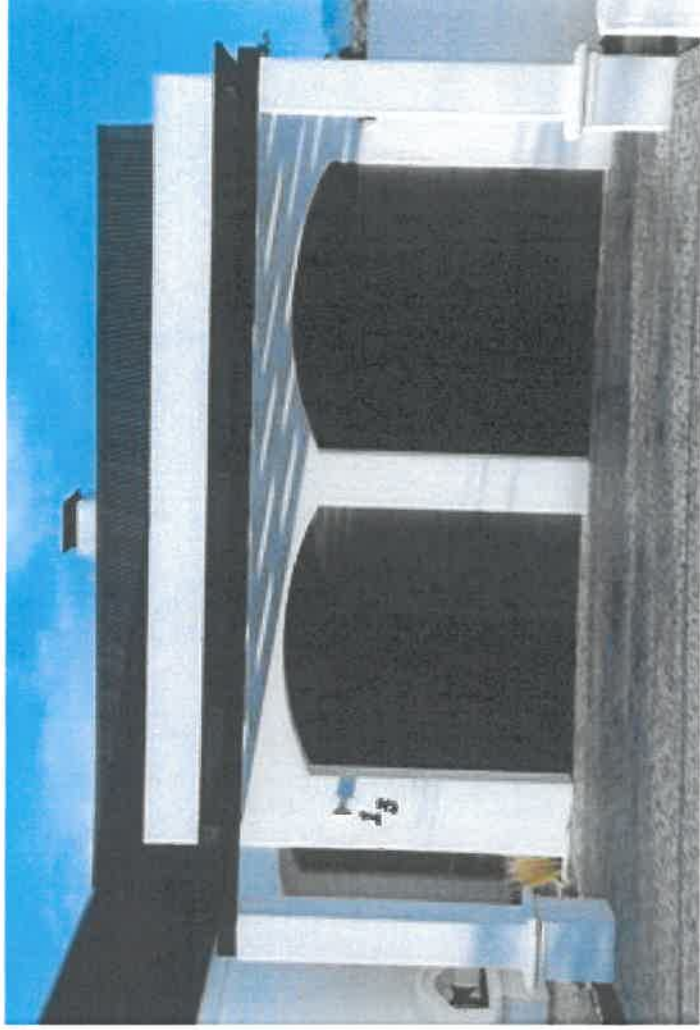


Figure 45: Pergolas or flat structures are preferred in front of all garages

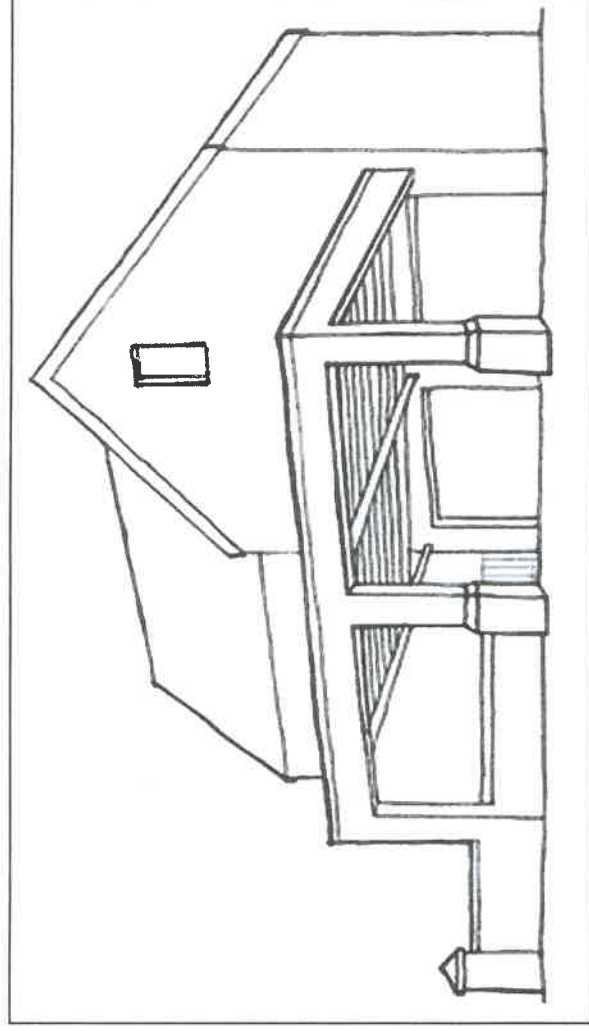


Figure 46: Pergolas or flat structures are preferable in front of all garages

- 23.5 Garage doors to be at least 5,5 m from the edge of the Internal Servitude.

24. ENERGY SAVING

- 24.1 Temperature isolation in floors, ceilings and walls is encouraged.
- 24.2 The use of cement bricks for walls of core buildings and abutments is discouraged.
- 24.3 The use water saving devices such as low flow tap fittings and shower heads is encouraged.
- 24.4 The saving of electricity is encouraged.
- 24.5 The use of gas and sun water heating devices is encouraged.
- 24.6 The use of allergy friendly interior fittings and decorating is encouraged.
- 24.7 The use of pesticides are discouraged. No Roundup allowed to be used on the Estate.
- 24.8 Rainwater harvesting is encouraged.
- 24.9 Vegetable gardens and sharing between neighbours of the produce are encouraged.
- 24.10 Compost systems for organic waste is encouraged and where possible it is to be dealt with all organic waste on site through the well managed use of Bokashi organic waste or similar systems.
- 24.11 Recycling of waste is encouraged.

- 24.12 Municipal wheely bins to be put out by each erf owner at a central spot at the entrance gate for collection by the municipality or a private contractor.

25. LANDSCAPING

- 25.1 The use of water wise plants and trees which are indigenous to the Stellenbosch area, is encouraged.
- 25.2 The use of plants and trees non-indigenous to the Stellenbosch area is discouraged. Exceptions include trees that has a "heritage" value, such as Oak trees.
- 25.3 The planting of trees is encouraged.
- 25.4 Trees and plants to be planted in a sensitive manner to preserve the views of neighbours into the future as trees mature.
- 25.5 No palm-, black wattle-, willow- or blue gum trees are permitted on the Estate.
- 25.6 Plans to be submitted and approved for any rock to be used in gardens.
- 25.7 Fibre glass "rocks" and elements in gardens are not permitted.
- 25.8 "Wendy houses", plastic garden sheds or the like are not permitted.
- 25.9 Retention of as much fynbos as possible on plots are encouraged – all legal requirements in relation to any removal of fynbos is the responsibility of the Member.
- 25.10 The use of creeper plants on walls of structures is discouraged.

26. APPLICATION PROCEDURE

- 26.1 All plan submissions are to be prepared and submitted by a South African Council for the Architectural Profession SACAP registered professional architect (PrArch). No plans prepared by candidate architects, technologists, draughtspersons, or any person other than a professional architect registered as such will be considered for approval, unless so agreed to on a case by case basis.
- 26.2 All building plans in respect of any structure upon an Erf shall require the prior written approval of the Developer (and after expiry of the Development Period of the Trustee Committee). A Member shall only be entitled to submit a building plan to the Council after the written approval of the Review Architect has endorsed such

Architectural Guidelines Auberge Villas - Revision 1 – dated 9 June 2025

plan. The Developer, the Review Architect and the Trustee Committee shall be entitled to charge a reasonable market related fee and in respect of any meetings and/or consultations and the consideration of revised plans linked thereto in addition to the prescribed fee payable upon submission of such plans.

26.3 Before any plans are submitted, a meeting (electronically or otherwise) should be held with the Review Architect to discuss

26.4 Plans shall be submitted electronically via e-mail in adobe format.

26.5 Sketch plans shall first be submitted to the Review Architect, together with the duly signed Building Plan Submission Form. After the Review Architect made comments on the sketch plans, the detailed building plans may be submitted

26.6 The detailed plans should include the following:

26.6.1 Duly signed Building Plan Submission Form.

26.6.2 A copy of the title deed of the specific erf for which building plans are submitted

26.6.3 A copy of the surveyor diagram approved by the Surveyor General for the Erf in respect of which building plans are submitted. The building plans must have the same and correct erf number indicated as the Surveyor General Diagram. Correct street name and street number to be indicated on plan.

26.6.4 Site plan which clearly shows shape and size of building envelope on the plot, the location of all structures with dimensions, including but not limited to pools and walls.

26.6.5 A fully dimensioned floor plan of all structures, showing doors, windows, at a scale not greater than 1:100.

26.6.6 Fully dimensioned elevations of all sides of the structures clearly showing the maximum height must be submitted at a scale not greater than 1:100

26.6.7 Exterior Lighting Plan, clearly indicating the location and type of all exterior lighting proposed.

26.6.8 Site drainage plan, clearly indicating the roof drainage, location of grey water and/or rain water collection tanks, and site drainage, including how it will be dealt with in respect of stormwater entering the Erf from neighbouring properties, how it will be dealt with on the Erf and how it will

leave the Erf in an dispersed manner. Location of sewerage holding tank and measures to contain an overflow of the tank on the Erf.

26.6.9 Window and Door Schedule, clearly showing each door and window with clear dimensions, window panes, colour, referencing to other plans submitted.

26.6.10 Wall plan clearly indicating longitudinal sections and detail designs of all border walls and other walls that do not form part of the main home structure.

26.6.11 Position of post box, street number and meter installation on boundary wall on the street front to be indicated.

26.6.12 Hard landscaping plan indicating all driveways, walking paths, fire pits, jungle gyms and the like.

26.6.13 Position and details of satellite and/or communication dishes to be indicated on plans.

26.6.14 A statement from the Architect that he/she has familiarised itself with the content of these guidelines.

26.6.15 Construction entrance to Erf to be indicated.

26.6.16 Permanent entrance to Erf to be indicated.

26.6.17 A statement from the Architect that he/she, in their professional opinion, believes that the plans submitted adhere to these guidelines as per form in Annexure A attached hereto and, to the extent that the plans or elements thereof do not fully adhere or requires approval, a memorandum fully identifying any such aspect or element and motivating its introduction.

26.7 These guidelines may be amended by the Developer from time to time as provided for in the Constitution.

26.8 The approval of plans is valid for one year from the date of the written approval in which time the said plans must be submitted by the Member to the Council for approval, failing which the approval in terms hereof shall lapse.

26.9 A plan must be submitted clearly indicating the roof drainage, location of grey water and/or rain-water collection tanks, and site drainage.

26.10 Upon the written approval of the building plans by the Developer, and before the Member may commence any building activities, the Building Agreement is to be

signed by all parties.

26.11 the water connection, and builders deposit need to be paid by the Member.

26.12 All disputes in relation to architectural plans, are to be referred to the Review Architect, whose determination, acting as expert and not as arbitrator, will be final and binding.

26.13 Before the Owner's contractor may go on site, the Building Agreement is to be signed by all parties thereto and submitted to the Trustee Committee.

26.14 The Review Architect may, within the spirit of these Guidelines, make exceptions and interpretations in respect of the Guidelines in his sole and absolute discretion, in order to accommodate presentations by the Architects of Erf Owners.

26.15 If the case of any conflict between these Guidelines and the Bylaws as duly promulgated from time to time, the Bylaws will prevail.

27.CONSTRUCTION SITE GUIDELINES

27.1 The Rules make provision for construction site guidelines and have to be adhered to.

ANNEXURE A

Building Agreement

1. DEFFINITIONS

“Erf” (SG number)	
“Erf Owner”	
Legal Entity Name	
Contact Person Name	
Contact Person Cell Number	
E-mail Address	
“Architect”	
Legal Entity Name	
Contact Person Name	
Contact Person Cell Number	
E-mail Address	
“Builder”	
Legal Entity Name	
Contact Person Name	
Contact Person Cell Number	
E-mail Address	

- 1.1 “The Erf” means as indicated in table above.
- 1.2 “The Erf Owner” means as indicated above.
- 1.3 “The Architect” means as indicated above.
- 1.4 “The Builder” means as indicated above.
- 1.5 “The Constitution” means as defined in these Architectural Guidelines.
- 1.6 “The Developer” means as defined in the Constitution.
- 1.7 “The Association” means as defined in the Constitution.

1.8 “The Fees” are as follows:

- 1.8.1 Building plan scrutiny: Review Architect: R _____
- 1.8.2 Electrical meter connection fee: As per Eskom
- 1.8.3 Water connection fee: Developer: R _____
- 1.8.4 Building control administration: Building Inspector : R _____ per month of building payable directly to building inspector.
- 1.8.5 Refundable Service Deposit: Home Owners Association: R 5 000 – paid back when property is sold (payable before building starts)
- 1.8.6 Refundable Building Deposit: Home Owners Association: R 5 000 – paid back after building if all is in order (payable before building starts)
- 1.9 “Applications” means application for:
 - 1.9.1 For water connection to the Developer
 - 1.9.2 For Electrical Connection with Eskom
 - 1.9.3 Building plan approval with Review Architect.
 - 1.9.4 Building plan approval with Municipality.
 - 1.9.5 NHBRC approval – directly NHBRC
- 1.10 “Approvals” means that approval in relation to the Applications.
- 1.11 “The Parties” means the Erf Owner, Association, Architect and Builder.
- 1.12 “Guidelines” means the Architectural Guidelines defined in the Constitution.
- 1.13 “Regulations” means the regulations as defined in the Constitution.

2. AGREEMENT

- 2.1 The Erf Owner confirms that:
 - 2.1.1 the Architect and the Builder has been duly appointed to procure the building works on the erf.
 - 2.1.2 That the Association will be informed in writing if any of the appointments in 2.1.1 above change.
 - 2.1.3 All the fees have been paid directly to the legal entity as indicated above.
 - 2.1.4 All the applications have been made
 - 2.1.5 All Approvals have been obtained.

Architectural Guidelines Auberge Villas - Revision 1 – dated 9 June 2025

- 2.1.6 That it takes responsibility for the conduct of the Architect, the Builders or any subcontractors appointed in respect of the construction works on the Erf and shall pay all fines issued by the Association as set out in the Constitution and/or the Regulations.
- 2.1.7 That it will comply with the provisions of the Guidelines, the Rules and ensure and procure the compliance of the Architect, the Builder and/or any subcontractors that works on the Estate.
- 2.1.8 The house will be completed within 12 months with no longer as one week interruption in building activities.
- 2.2 The Architect undertakes to comply with the provisions of the Constitution and/or the Regulations and agrees to pay all such fines and/or fees as duly determined and issued by the Association pursuant thereto.
- 2.3 The Builder undertakes to comply with the provisions of the Constitution and/or the Regulations and to pay all such fines and/or fees as duly determined and issued by the Association pursuant thereto.

_____ (Place) _____ (Date)

Erf Owner, duly authorized

_____ (Place) _____ (Date)

Architect, duly authorized

_____ (Place) _____ (Date)

Builder, duly authorized

_____ (Place) _____ (Date)

Association, duly authorized

ANNEXURE B - Building Plan Submission Form

"Erf" (SG number)	
"Erf Owner"	
Owner Name	
Contact Person Name	
Contact Person Cell Number	
E-mail Address	
"Architect"	
Name of Architect Firm	
Contact Person Name	
Contact Person Cell Number	
E-mail Address	

- I _____ (name of individual) of _____ (name of firm) hereby confirm that:
- I have been appointed by the owner of the Erf as Architect for the design of a house on the Erf.
 - I hereby apply for plan scrutiny for the plans for the Erf.
 - My professional opinion is that the plans hereby submitted comply to the Architectural Guidelines of the Auberge Villas.
 - The Building plan scrutiny fee to the Review Architect (R _____) have been paid (proof of payment attached), and that I am aware that further fees may be payable in the event of the Review Architect spending time in communications and/or meetings linked to the potential approval of the plans or the perusal of revised plans, provided that such time is charged at a reasonable market related fee charged by an architect for such service on a time basis.
 - I take note that the target date for the plans to be approved or commented upon by the Review Architect is 10 working days.

Architect, duly authorized

(Place) _____ (Date)

Erf Owner, duly authorized

(Place) _____ (Date)