



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: (TP1077/2025)

Our File Reference Number: Farm 742/5, Paarl Division

Your Reference Number:

Enquiries: Ulrich von Molendorff

Contact No: 021 – 808 8682

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

PER E-MAIL [REDACTED]

Sir /Madam

**APPLICATION FOR PERMISSION REQUIRED IN TERMS OF CONDITION OF APPROVAL ON FARM 742/5,
PAARL DIVISION**

1. The above application refers.
2. The duly authorised decision maker has decided on the above application as follows.
 - 2.1. That the application for a Permission required in terms of a Condition of Approval (*Condition 3.11 of the approval letter dated 25/08/2023*) of The Bridge, Farm 742/5, in terms of Section 15(2)(l) of the Stellenbosch Municipal Land Use Planning Bylaw 2023 for the following:
 - a) Constitution of The Bridge Stellenbosch, Property Owners' Association – Version 3 - 27 Feb 2025.

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

- 2.2. The approval is subject to the following conditions imposed in terms of Section 66 of said Bylaw:
 - i. The approval only applies to the application under consideration and shall not be construed as authority to depart from any other legal prescriptions or requirements from Council or other legislation or Bylaws or Regulations that may be applicable.
 - ii. 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.

- iii. The to be established "The Bridge" owner's association be subject to the Constitution of The Bridge Stellenbosch, Property Ownes' Association – Version 3 - 27 Feb 2025.

Add any additional conditions

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

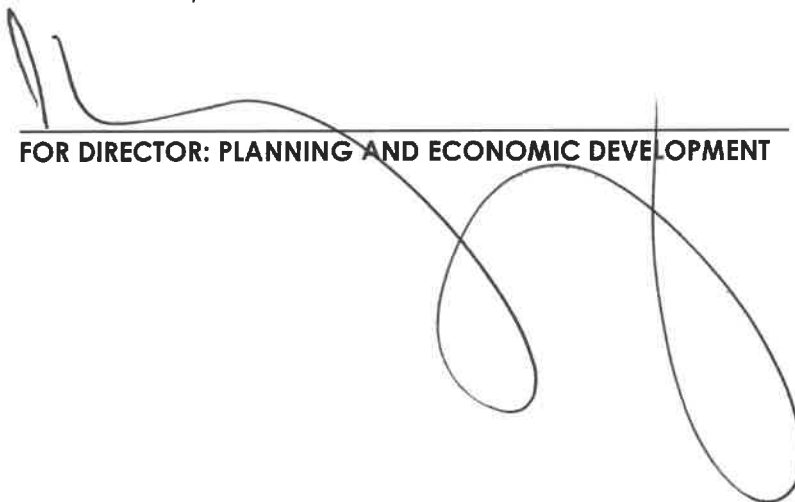
- i. The application is for the approval of the Property Ownes' Association of "The Stellenbosch Bridge only, without any significant implications for Stellenbosch Municipality.
 - ii. The constitution complies with the criteria in the Land use Planning Bylaw
3. You are hereby informed in terms of section 79(2) of the Stellenbosch Municipal Land Use Planning Bylaw of your right to appeal the above decision to the Appeal Authority within 21 days from the date of notification of the above decision. Please note that no late appeals or an extension of time for the submission of appeals are permitted in terms of Section 80(1)(a) of the said By-Law.
4. Appeals must be submitted by completing the required form with the prescribed information to satisfy the requirements of Section 80(2) of the said By-law, failing which the appeal will be invalid in terms of Section 81(1)(b) of the said By-Law.
5. **Appeals must be addressed to the Municipal Manager and submitted to his/ her designated official by means of e-mail at the following address: landuse.appeals@stellenbosch.gov.za**
6. Any party (applicant or other) who lodges an appeal must pay the applicable appeal fee in terms of the approved municipal tariffs and submit the proof of payment together with the appeal. The **LU** Reference number on this correspondence, or the applicable Erf/ Farm Number must be used as the reference for the payment of the appeal fee.
7. The appeal form and approved tariff structure and the banking details for the General Account can be accessed and viewed on the municipal website. For any enquiries the office can be contacted at landuse.appeals@stellenbosch.gov.za or 021- 808 8684.
8. An applicant who lodges an appeal must also adhere to the following requirements stipulated in terms of section 80(3) to (7) of the said By-law:
- (a) Simultaneously serve the appeal on any person who commented on the application concerned and any other person as the municipality may determine.
 - (b) The notice by the applicant must invite persons to comment on the appeal within 21 days from date of notification of the appeal.

- (c) The notice must be served in accordance with section 35 of the said legislation and in accordance with the prescripts or such additional requirements as may be determined by the Municipality.
- (d) Proof of serving the notification must be submitted to the Municipality at the above E-mail address within 14 days of serving the notification.

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

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

Yours faithfully



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

FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

10/3/2025
DATE



THE BRIDGE

STELLENBOSCH

CONSTITUTION OF THE BRIDGE PROPERTY OWNERS' ASSOCIATION

A juristic person established in terms of Section 29 (1) and (2) of the STELLENBOSCH
MUNICIPALITY By-law on Municipal Land Use Planning 2023

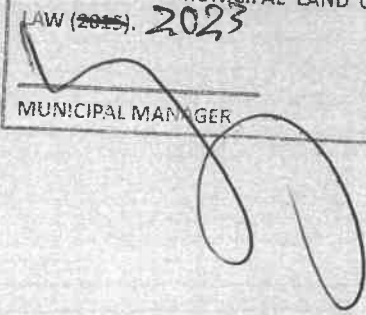
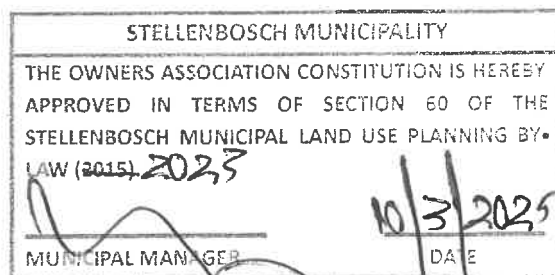
STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HERESY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2023). 2023	
 MUNICIPAL MANAGER	10/3/2025 DATE

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MUNICIPAL MANAGER	DATE 10/3/2025



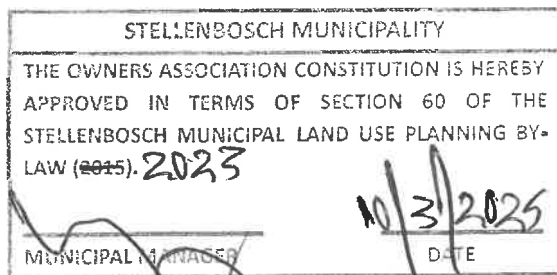
1. ESTABLISHMENT IN TERMS OF STATUTE

The Association is constituted, as a legal persona, in terms of Section 29 of the STELLENBOSCH MUNICIPALITY By-law on Municipal Land Use Planning 2023.

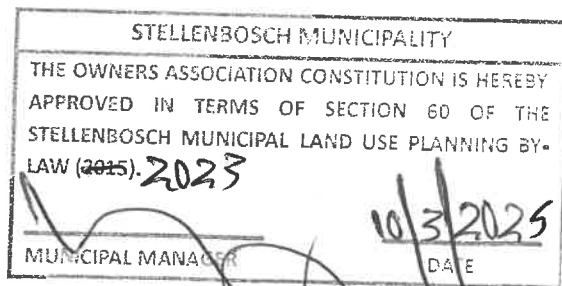
2. DEFINITIONS AND INTERPRETATION

2.1 In this Constitution the following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them:

- 2.1.1 "A & D Guidelines" means the architectural and design guidelines relating to the design and construction requirements prepared for and applicable to the Estate, as contemplated in this Constitution and the Governing Rules, including the Landscape Guidelines that will be applicable from time to time, which A&D guidelines may be amended from time to time in accordance with the provisions of this Constitution;
- 2.1.2 "AGM" means the Annual General Meeting of the Association held in terms of the provisions of this Constitution;
- 2.1.3 "Alienate" means the Alienation of any Land Unit, or portion of the Land or part thereof whether by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order or insolvency, change in shareholding of a Company or membership in a Close Corporation irrespective of whether such alienation is subject to a resolute condition or a condition precedent, and alienation shall have a corresponding meaning;
- 2.1.4 "ARC" means the Architectural Review Committee consisting of 2 firms of Architects, established by the Developer during the Development Period, and thereafter by the Board, the functions of which committee are described in Clause 13 below;
- 2.1.5 "Association" means The Bridge Property Owners Association, registered in terms of Section 29 of the STELLENBOSCH MUNICIPALITY By-law on Municipal Land Use Planning 2023.
- 2.1.6 "Auditors" means the Auditors of the Association appointed by the Developer during the Development Period, and thereafter by the Board, from time to time;
- 2.1.7 "Body Corporate" means in relation to a Sectional Title Development, the requisite Body Corporate established in terms of Section 36 of the Sectional Title Act 95 of 1986, which Body Corporate will become a member of the Association on established thereof and will assign and cede its rights, duties and obligations in terms of the Act to the Association;
- 2.1.8 "Board" means the Trustees of the Association;



- 2.1.9 "Chairperson" means the Chairperson of the Board and the Association, from time to time;
- 2.1.10 "Clear Days" means in a computation of days, the exclusion of the first and last day of the period to be calculated;
- 2.1.11 "Commercial Erven" means any subdivided portion of the Land zoned for Mixed-Use Zone, indicated as such on the SDP;
- 2.1.12 "Common Property" means, in relation to Sectional Title Development, the land included in the Sectional Title Development, and such parts of a building or buildings that are not included in a Section, as indicated on the approved Sectional Title Plan concerning the relevant Sectional Title Development;
- 2.1.13 "Communal Property" means collectively, all Private Roads, Private Open Spaces and specifically includes any roads, buildings, infrastructure, and facilities which are or will be located on the Land and owned or managed by the Association, from time to time, for the benefit of, inter alia, the Association and its Members;
- 2.1.14 "Conduct Rules" means the Conduct Rules as approved by the Developer, during the Development Period, and thereafter by the Board, in respect of the Association, each Sub-Association and/or each Sectional Title Scheme forming a part of the Estate, as such deemed to be incorporated into this Constitution;
- 2.1.15 "Constitution" means the Constitution of TBPOA, set out in this document, as may be amended from time to time in terms of the provisions hereof;
- 2.1.16 "C&O Manual" means the Construction and Operational Manual, incorporating The Bridge Site Building Regulations, approved by the Developer;
- 2.1.17 "Developed Land" means those Land Units which have been transferred by the Developer to a Purchaser/Owner or transferred by the Developer to the Association, a Body Corporate or a Sub- Association;
- 2.1.18 "Developer" / "SBP" means Stellenbosch Bridge Properties (Pty) Limited, Registration Number: 2003/024513/07;
- 2.1.19 "Development" means any Development of a portion of land, whether Sectional Title Development, or single title Erven, being conducted on the Land on any portion thereof, indicated as such on the SDP, to be developed by the Developer or any of its nominated entities and/or successors in title, as the case may. The different Development Areas will be divided into various Precincts;
- 2.1.20 "Development Controls" means the Development Controls prescribed by the Developer and the Local Authority, including the zoning rights pertaining to the Land and the conditions



2.1.21 "Development Period"

of approval relating to the zoning rights and the subdivision of the Land as may have been issued by any relevant authority;

means the period from the date of establishment of the Association until all the Land Units situated on the Land have been transferred from the Developer to a Purchaser/Owner, or, until the Developer notifies the Association in writing that the Development Period has ceased, whichever shall occur first;

2.1.22 "Development Rights"

means all the Development Rights granted to the Developer by all relevant authorities to enable the Developer to develop the Estate, including the Development Controls;

2.1.23 "EA"

means the Environmental Authorization approved in terms of the National Environmental Management Act, 1998, Act Number 107/1998, and the Environmental Impact Assessment Regulations of 2010 on the 20th of November 2008 under reference number: E12/2/3/6-83/28-0001/08 and on the 23rd of May 2010 under reference number: E12/2/3/2-A4/269- 0804/098 by the Department of Environmental Affairs and Development Planning of the Western Cape Government in the name of and in favour of the Developer;

2.1.24 "EAAP"

means the Estate Agency Accreditation Procedure as determined and prescribed by the Developer, during the Development Period, and thereafter by the Board;

2.1.25 "EMP"

means the Environmental Management Plan approved by all relevant authorities;

2.1.26 "Erf/Erven"

means any Erf created by the subdivision of the Land, as indicated on the subdivision diagrams or any amendments thereto;

2.1.27 "Eskom"

means Eskom Holdings SOC Limited, Registration Number: 2002/015527/06;

2.1.28 "Estate"

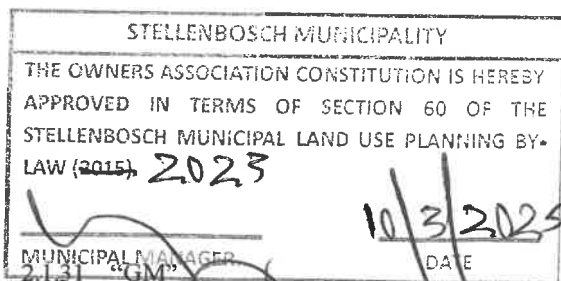
means The Bridge development, to be established by the Developer on the Land;

2.1.29 "Estate Manager"

means the Estate Manager appointed by the Developer, at the cost and expense of the Association, during the Development Period and thereafter by the Board, with the functions and duties as may be ascribed to the Estate Manager by the Developer, during the Development Period and thereafter by the Board, from time to time;

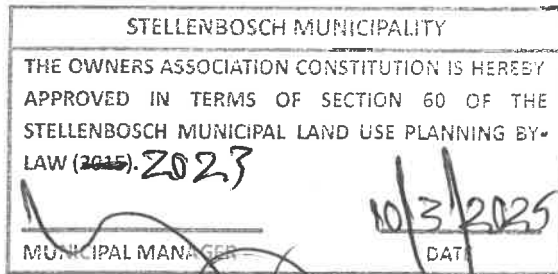
2.1.30 "Financial Year"

means the Financial Year of the Association which shall run from the date of establishment of the Association until the last day of February next and thereafter from the first day of March in each year until the last day of February in the subsequent year;



means a collective reference to the AGM's and all SGM's;

- 2.1.32 "Governing Rules" means the Governing Rules to govern, amplify and/or implement the provisions of this Constitution, to be drafted and approved by the Developer and implemented by the Association, which Governing Rules will, as far as any Body Corporate is concerned, deemed to be including and Conduct Rules;
- 2.1.33 "H&S Legislation" means all applicable Health and Safety Legislation and Regulations in terms of the South African legislation and precedent law;
- 2.1.34 "Industrial Erven" means the Erven zoned for Industrial Zone purposes, as per the zoning scheme of the Local Authority, and including Erf Numbers 2, 5, 8, 9, 10, 12, 15, 18 and 20, indicated as such on the SDP (including any additional erven acquired by SBP);
- 2.1.35 "Land" means the Land approved for development by the Local Authority, being the Remainder and Portion 5 of the Farm Klappmuts Rivier No 742, Portion 2 of the Farm Weltevreden No. 744 and Farm 1515 upon which the Estate will be developed by the Developer (including additional land acquired by SBP);
- 2.1.36 "Landscape Guidelines" Architect, the means the Landscape Guidelines approved by the Developer and the Local Authority, including the Landscape Plan;
- 2.1.36 "Landscape Plan" means the Landscape Plan approved by the Local Authority;
- 2.1.37 "Land Unit(s)" means any subdivided portion of the Land, registered or capable of being registered as a separate Erf or Sectional Title Unit in the Cape Town Deeds Registry;
- 2.1.38 "Levy/Levies" means the Levies imposed, calculated and payable in terms of the provisions of this Constitution and more specifically, but not limited to, Clause 10 below, but excluding any Special Levies;
- 2.1.39 "Local Authority" means the Local Authority having jurisdiction over the Estate, being the Stellenbosch Municipality, or its successors in title;
- 2.1.40 "Management Company" means Stellenbosch Bridge Utilities (Pty) Ltd
- 2.1.41 "Member" means a Member of the Association as set out in Clause 5 of this Constitution;
- 2.1.42 "Occupant" means any person/s occupying an Erf, Section or any improvements or structures thereon;
- 2.1.43 "Office" means the registered Office of the Association, being the physical address of the Management Company, from time to time;
- 2.1.44 "Ordinary Resolution" means a resolution taken at any meeting, where a



2.1.45 "Owner"

quorum is present, by more than 50% (Fifty) of the Members of the Association present in that meeting, personally or by means of a proxy, and entitled to vote at such a meeting in terms of the provisions of this Constitution;

means the registered Owner of a Land Unit and as such a Member of the Association;

2.1.46 "Participation Quota"

means, in relation to any Section, the square meterage of such a Section expressed as a percentage, in four decimals, in relation to the building constructed on any Erf, and indicated as such on the Sectional Title Plan in respect of each Sectional Title Development;

2.1.47 "Planning Legislation"

means, collectively, Stellenbosch Municipal Land Use Planning By-law published in the Western Cape Government Extraordinary Gazette number 8769 on 9 June 2023, read with the Spatial Planning and Land Use Management Act, Act 16 of 2013 (SPLUMA) and the Western Cape Land Use Planning Act, Act 3 of 2014 (LUPA);

2.1.48 "PowerLines"

means the electrical Power Lines situated within the servitudes registered over the Land, including the servitude corridors, which Power Lines are managed and controlled by Eskom and are indicated as such on the subdivision diagrams;

2.1.49 "Prime Rate"

means the publicly quoted rate of interest per annum (as certified in writing by any divisional executive or manager of SBP's bank, whose appointment or authority it shall not be necessary to prove) at which SBP's bank lends to SBP on overdraft;

2.1.50 "Private Open Spaces"

means all the Private Open Spaces, indicated as such on the SDP and including the sports fields, which Private Open Spaces will be registered in the name of the Association in the Cape Town Deeds Registry and which Private Open Spaces will, as such, become the responsibility of the Association or relevant Sub-Association;

2.1.51 "Private Roads"

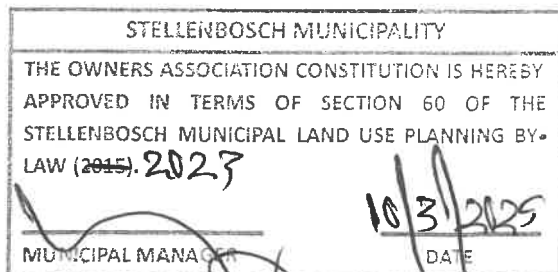
means the Private Roads, indicated as such on the SDP, that will be transferred in favour of the Association in the Cape Town Deeds Registry, and will, as such, become the responsibility of the Association or relevant Sub-Association, as the case may be;

2.1.52 "Professional Trustee"

means a Professional Trustee, nominated by the Developer during the Development Period, and thereafter by the Board, which Professional Trustee must be nominated and co-opted to the Board for his/her specific level of skill, expertise, knowledge of the Estate and experience in his/her field of qualification;

2.1.53 "Pro Rata Quota"

means in relation to any Erf, the square meterage of the



2.1.54 "Purchaser"

Erf, expressed as a percentage, in four decimals, of all the Erven as indicated on the SDP or any amendments thereto, but excluding the Communal Property and the Recreational Erven;

means any person or entity that enters into an Agreement of Sale with the Developer or any subsequent Owner in respect of a Land Unit

2.1.55 "Public Roads"

means the Public Roads indicated as such on the subdivision diagrams, and will be transferred to the Stellenbosch Municipality;

2.1.56 "Recreational Erven"

means those Erven to be utilized as a Restaurant, Club House, Estate Offices and swimming pool, indicated as such on the SDP, and including the Estate Offices and includes any recreational facilities provided on any of these Erven;

2.1.57 "Restriction Period"

means 5 (Five) years after the date of registration of transfer of any Land Unit in favour of a Purchaser or Third Party Purchasers, as the case may be;

2.1.58 "SAC"

means the constitution of any Sub-Association, approved by its Members, the Developer (during the Development Period) and, thereafter, the Board, which constitution may never conflict or alter any provisions of this Constitution and/or the Governing Rules or any other documents referred or guidelines referred to in this Constitution or the Governing Rules,

2.1.59 "SDP"

means the Site Development Plan approved by the Local Authority, attached hereto as Annexure A, which SDP may from time to time, during the Development Period, be amended by the Developer, subject to the approval thereof by the Local Authority, in which instances, the latest approved SDP or SDP's will be deemed to be the SDP referred to in this Constitution;

2.1.60 "Section"

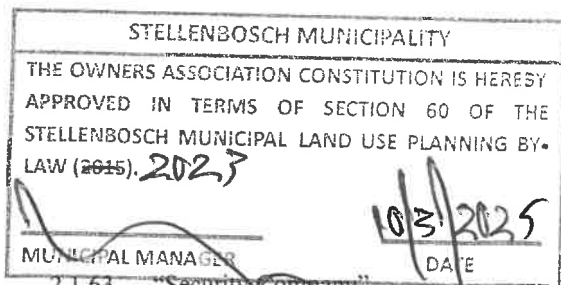
means any Section as shown on a Sectional Title Plan, as more fully provided for in the Sectional Titles Act;

2.1.61 "Sectional Titles Act"

means the Sectional Titles Act, Act Number 95/1986, as amended;

2.1.62 "Sectional Title Development"

means the development of an Erf in terms of and subject the provisions of the Sectional Titles Act, Act no 95/186, as amended;



2.1.63 "Security Company"

means any person or entity appointed by the Developer, during the Development Period, and thereafter the Board, as an independent contractor to undertake any or all of the security functions of the Association, any Sub-Association and/or Body Corporate, subject to and in terms of this Constitution;

2.1.64 "Security Protocol"

means the Security protocol, governing all aspects of the security of the Estate, Owners and Occupants, which protocol will be part of and drafted and approved in terms of the Governing Rules;

2.1.65 "Services"

means such infrastructural utilities, amenities structures or improvements to be provided and/or installed on the Land by the Developer, the Utility Company, the Association, ESKOM or the Local Authority, as the case may be;

2.1.66 "Special Levy"

means any Special Levy/Levies imposed by the Developer, during the Development Period, and thereafter by the Board, over and above the Levies as referred to in Clause 10 below, but also calculated and payable in terms of the provision of Clause 10 below;

2.1.67 "Special Resolution"

means a resolution passed at a special general meeting of which not less than 21 (Twenty One) Clear Days' notice has been given specifying the intention to propose the resolution as a Special Resolution, the terms and effect of the resolution and the reasons for it, and passed, on a show of hands, by not less than 75% (Seventy Five) of the total number of Members present at the meeting who, at minimum, form a quorum for a GM;

2.1.68 "SGM"

means all Special General Meetings held by the Association as provided for and in terms of the provisions of this Constitution;

2.1.69 "SMLUP"

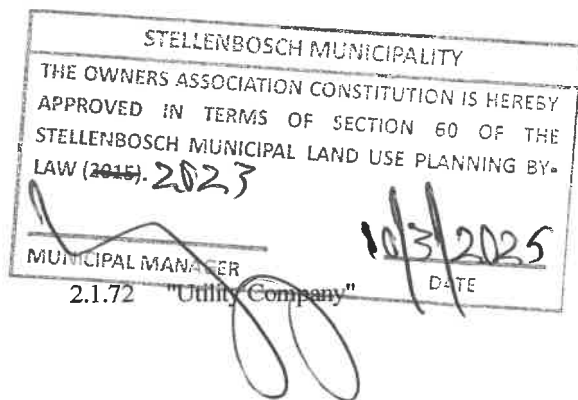
means the Stellenbosch Municipal Land Use Planning By-law published in the Western Cape Government Extraordinary Gazette number 8769 on 9 June 2023, read with the Spatial Planning and Land Use Management Act (SPLUMA) and the Western Cape Land Use Planning Act (LUPA);

2.1.70 "Sub-Association:

means a smaller Association for a specific Precinct or Land Unit that operates within the Association and is responsible for maintaining a specific area, buildings, landscaping or maintenance;

2.1.71 "Subdivision Diagram"

means the subdivision diagrams in respect of the Land, providing for the subdivision thereof, approved by the Surveyor General;



means Stellenbosch Bridge Utilities Pty Ltd Registration number 2023/797801/07 including any of its subsidiary companies to be established for specific utility type management, appointed to undertake all of the utility

functions including fibre, electricity smart grid services, water infrastructure services and telecommunications of the Association, any Sub- Association and/or Body Corporate, subject to and in terms of this Constitution;

2.1.73 "Third Party Purchaser"

means any person or entity that enters into an Agreement of Sale with a Purchaser of a Land Unit before date of registration of transfer of such a Land Unit in favour of such a Purchaser or with an Owner during the Development Period and/or the Restriction Period, whichever date is the latest;

2.1.74 "Trademark"

means the trademark "The Bridge" and all other trademarks owned and/or used by the Association, from time to time, whether registered or unregistered;

2.1.75 "Trustees"

means the Trustees, from time to time, of the Association, including the Professional Trustees as provided for in terms of the provisions of this Constitution;

2.1.76 "Unanimous Resolution"

means a resolution passed unanimously by all the Members, who are present or represented by proxy or by a representative recognized by law at a GM of the Association of which at least 21 (Twenty One) Clear Days' notice, specifying the proposed Unanimous Resolution, has been given, and at which meeting at least 80% (Eighty) of all the Members are present or represented, or agreed to in writing by all the Members of the Association personally or by proxy or by a representative of any such Member recognized by law.

2.2 Any reference to natural persons includes artificial persons and vice versa.

2.3 Any reference to a gender includes the other genders (including neuter).

2.4 Any reference to the singular includes the plural and vice versa.

2.5 The Clause heading in this Constitution have been inserted for convenience only and shall not be considered in its interpretation.

2.6 Words and expressions defined in any sub-Clause shall, for the purpose of the Clause of which that sub- Clause forms part, bear the meaning assigned to such words and expressions in such sub-Clause.

2.7 No provision of this Constitution or any related document shall be construed against or interpreted to the disadvantage of any party hereto by reason of such party having or being deemed to have structured or drafted such provision.

- 2.8 This Constitution shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa and the Association and every Member consent to the jurisdiction of any competent court of the Republic of South Africa, for the purposes of any proceedings instituted in connection with this Constitution.

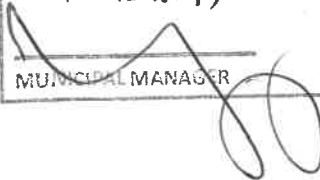
3. MAIN BUSINESS

The main business of the Association is to manage and control the promotion, advancement and protection of the Members as well as to manage, control and regulate the Estate to the best advantage of the Members.

4. MAIN OBJECTIVES OF THE ASSOCIATION

- 4.1 The main objectives of the Association are as follows:

- 4.1.1 to oversee, regulate and control the harmonious development of the Estate and to ensure and promote the general high standard of the Estate;
- 4.1.2 to implement and enforce the EMP;
- 4.1.3 to own, control, improve, manage and maintain and to insure where necessary the building, structures, installations and equipment relating to the Common Property, the Communal Property, the Services and the gardens at the cost and expense of the Association, the relevant Sub- Association or Body Corporate, as the case may be, for the benefit of the Members;
- 4.1.4 to enforce and control the conditions of subdivision approval issued by the Local Authority, including the management plans listed in the requisite approval;
- 4.1.5 to enforce, manage, implement and control all the provisions, terms and conditions of this Constitution;
- 4.1.6 to institute, control and pay for measures relating to security of the Members and the Estate;
- 4.1.7 to promote, advance, and control the communal interests of Members and Occupants;
- 4.1.8 to acquire and grant servitudes;
- 4.1.9 to control the nature and position of buildings, structures, installations and equipment relating to the Land Units and to ensure compliance with the A&D Guidelines, the Governing Rules and any other control measures in respect of the Estate required by law or document;
- 4.1.10 to control and ensure compliance with the approved Landscaping Plan including the landscaping on the Common Property, Communal Property and around borders and entrances;

STELLENBOSCH MUNICIPALITY	
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- 4.1.11 to take action including the imposition of fines (as per the Schedule of Fines annexed hereto as Annexure B), or the institution of proceedings in a court of law, as may be deemed fit by the Board, in relation to the non-compliance by any Member/Occupant of any of the requirements of this Constitution and/or the Governing Rules;
- 4.1.12 to enter into and to implement any contract relating to the EA, the EMP, the Development Controls and the conditions of establishment of the Estate, and to incur any costs in this regard, it being recorded that the Association will be bound by any contracts concluded by the Developer on behalf of the Association and or Management Company, either before or after the date of approval of this Constitution by the Local Authority;
- 4.1.13 to approve the SAC, the Governing Rules, the A&D Guidelines and the Conduct Rules;
- 4.1.14 to control the aesthetic appearance of the Land Units, including any improvements thereon;
- 4.1.15 the control over the compliance and enforcement of the A&D Guidelines;
- 4.1.16 to promote environmental awareness and responsibility amongst Members and Occupants;
- 4.1.17 to enter into any agreement and other appropriate arrangement with any supplier, contractor or other third party, in relation to the administration, management and/or control of the Estate;
- 4.2 The Association shall be deemed to have come into existence on the date of the first registration of transfer of a Land Unit from the Developer to an Owner.
- 4.3 The Association is a legal persona and as such –
 - 4.3.1 the assets, liabilities, rights and obligations of the Association shall vest in it independently of its Members;
 - 4.3.2 the Association shall have perpetual succession;
 - 4.3.3 all legal proceedings shall be brought by or against the Association, in the name of the Association, and the Board may authorize any person/s to act on behalf of the Association and to sign all such documents and take all such steps as may be necessary in connection with any such legal proceedings; and
 - 4.3.4 its Members shall not, by reason of their membership, be liable for the liabilities and obligations of the Association.

5. MEMBERSHIP OF THE ASSOCIATION

5.1 Membership of the Association shall be compulsory for the following

- 5.1.1 the Developer during the Development Period;
- 5.1.2 Any registered owner of a Land Unit in the Estate; and

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- 5.1.3 each of the Sub-Associations and Body Corporates established in respect of a Development situated on any portion of the Land, as represented as provided for in Clause 6.2 of this Constitution;
- 5.2 The Sub-Associations and Body Corporates shall ipso facto be and become Members of the Association upon establishment of the Sub-Association or Body Corporate, as the case may be, concerned and be represented at meetings of the Association as provided for in Clause 6.2 of this Constitution.
- 5.3 A representative of the Developer shall be a Member and the Chairperson of the Association during the Development Period and thereafter.
- 5.4 A Sub-Association or Body Corporate may not at any time resign as a Member of the Association.
- 5.5 The provisions of this Constitution shall be binding upon all Members and, insofar as they may be applicable to all persons occupying any Land Unit through or under any Member whatsoever the nature of such occupation.
- 5.6 All Land Units are subject to the condition that "The Property may not be transferred without the written consent of the Association, of which the transferee or his successors in title shall become a member".
- 5.6.1 The following conditions of the Association will be incorporated in the Member's Title Deed/s:
- 5.6.1.1 Every owner of the property, or any subdivided portion thereof, or any person who has an interest therein shall become and shall remain a Member of the Property Owners Association and be subject to its Memorandum of Constitution until he/she ceases to be an owner as aforesaid. Neither the property nor any subdivided portion thereof nor any interest therein shall be transferred to any person who has not bound himself / herself to the satisfaction of such Property Owners Association to become a member thereof.
- 5.6.1.2 The owner of the property or any subdivided portion thereof, or any person who has an interest therein, shall not be entitled to transfer the property or any subdivided portion thereof or any interest therein without the Clearance Certificate from the Property Owners Association that the provisions of the Memorandum of Constitution of the Property Owners Association have been complied with.
- 5.6.1.3 The term "Property Owners Association" in the aforesaid conditions of Title shall mean THE BRIDGE PROPERTY OWNERS ASSOCIATION, an Association constituted, as a legal persona, in terms of Section 29 of the STELLENBOSCH MUNICIPALITY By-law on Municipal Land Use Planning 2023.
- 5.7 No Owner ceasing to be a Member of any Sub-Association or Body Corporate for any reason shall, (nor shall any such Member's executor, curators, trustees or liquidators) have any claim upon or interest in the funds or other assets of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such Member or his estate any arrears of Levies, Special Levies, subscriptions or other sums due from him to the Association at the time of his so ceasing to be a Member.
6. SUB-ASSOCIATIONS / BODY CORPORATES
- 6.1 The Developer intends to subdivide the Land into various Land Units, which will be developed and will be subject to this Constitution, SAC, the Governing Rules, the A&D Guidelines, the Development Controls and the Conduct Rules, as determined by the Developer during the

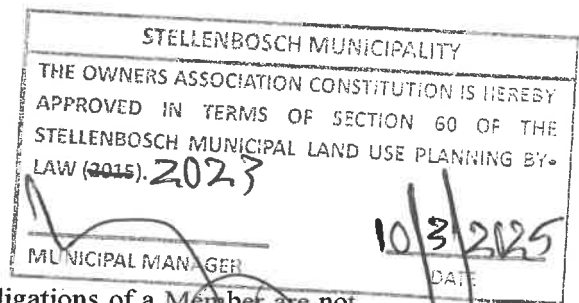


Development Period.

- 6.2 All Sub-Associations and Body Corporates will be Members of the Association, represented at any meeting of the Association, by the Chairman or a Vice Chairman of the Sub-Association or Body Corporate, or a representative nominated by the Trustees of such Sub-Association or Body Corporate. Each precinct will have its own Sub-Association.
- 6.3 Membership of the Sub-Association or Body Corporate will comprise the Owners of the various Land Units grouped together as contemplated in the SAC and the Governing Rules, as may be approved by the Developer during the Development period, and thereafter by the Board.
- 6.4 An Owner may never resign as a member of the relevant Sub-Association or Body Corporate, or as a Member of the Association.
- 6.5 All Body Corporates, as such being members of a Sub-Association, will have the right to use that portion of the Private Roads, held by the Sub-Association, which right of utilization, may never be suspended by such a Sub- Association.
- 6.6 The terms and conditions of SAC and the Conduct Rules may never conflict with this Constitution, the Governing Rules or any of the related documents referred to in this Constitution. In the instance of any conflict, the terms and conditions of the Constitution, will prevail.
- 6.7 The terms and conditions of SAC and the Conduct Rules may not deviate from the definitions of Ordinary Resolution, Special Resolution and/or Unanimous Resolution as provided for in terms of this Constitution. SAC may never require a lesser approval percentage for any matter provided for in this Constitution and must follow this Constitution as far as resolution requirements are concerned.

7. GENERAL RIGHTS AND OBLIGATIONS OF MEMBERS/OWNERS

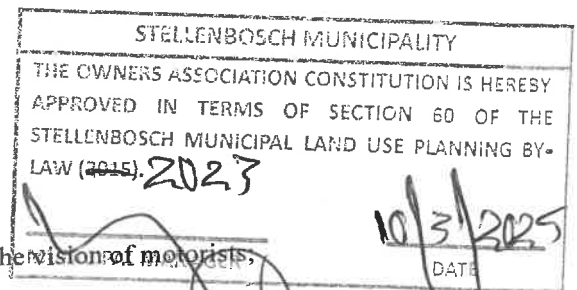
- 7.1 Every Member /Occupant shall comply with:
 - 7.1.1 and at all times be bound by and will strictly adhere to the terms, conditions stipulations, guidelines and obligations contained in the Constitution, SAC, the Governing Rules, the Conduct Rules, the A&D Guidelines, the Development Controls, the EMP, the EA, the Landscape Guidelines, the H&S Legislation, the EAAP and all other rules or regulations made or promulgated by the Association, the Board or the Developer;
 - 7.1.2 all conditions imposed by the Local Authority or any other statutory body relating to Land Units and shall be solely responsible for non-compliance with such conditions;
 - 7.1.3 any agreement concluded by the Association, the Board or the Developer insofar as such agreement may directly or indirectly impose rights or obligations on a Member or Occupant;
 - 7.1.4 the provisions of any EMP, the EA and conditions of subdivision and rezoning of erven within the Estate and any directive issued by the Association, the Local Authority or in terms of SMLUP or the Planning Legislation, and
 - 7.1.5 any directive given by the Association, the Board, the Developer or the Management Company in the enforcement of the provisions of this Constitution.



- 7.2 Save as may be provided for herein, the rights and obligations of a Member are not transferable, and every Member and shall:
- 7.2.1 to the best of his ability further the objects and interests of the Association;
 - 7.2.2 observe all directives made or given pursuant to the provisions of the Constitution;
 - 7.2.3 be jointly liable with the other Members for expenditure incurred in connection with the Association;
 - 7.2.4 not use any building or other structure constructed within the Estate, or allow any other person to use such building or other structure, for purposes not permitted by this Constitution, the A&D Guidelines, the Governing Rules, the Conduct Rules or any rules and/or regulations made in terms of this Constitution, including the Development Controls;
 - 7.2.5 not apply for the consolidation, subdivision or rezoning of its Land Unit with a view to procuring a variation, amendment or substitution of the Development Controls provided that selected departures or consent uses may be allowed, upon approval thereof by the ARC, the Board and the Local Authority;
 - 7.2.6 not conduct, or permit to be conducted or change the nature of, any business on a Land Unit, or use, or permit the use of, such Land Unit for purposes other than residential use, excluding the Institutional Erven, the Commercial Erven or the Communal Property unless the Developer, for the duration of the Development Period, or thereafter, the Board has in writing approved the use to which the Land Unit is to be put, and the Local Authority has, to the extent that it may be necessary, granted approval authorizing such use in terms of the Planning Legislation and other applicable laws and regulations.
- 7.3 Membership of the Association shall confer upon a Member, inter alia, the following rights, subject to the provisions of this Constitution –
- 7.3.1 the right to inspect and/or receive copies of the annual financial statements of the Association;
 - 7.3.2 the right to vote at all GM's in accordance with the provisions of this Constitution;
 - 7.3.3 the right to receive notices of, attend and speak at all GM's in accordance with the provisions of this Constitution;
 - 7.3.4 the right to convene a GM of Members (other than an AGM), provided that the Members holding between them, in aggregate, not less than one third of the voting rights of the Association collectively, convene such a meeting;
 - 7.3.5 each Member will be entitled to 1 (One) vote at any meeting or GM of the Association, irrespective whether voting is conducted by means of show of hands or by means of a poll, and provided that all amounts owing to the Association has been paid up to date, failing which the Member may attend but may not cast a vote.
- 7.4 No Member shall let or otherwise part with the occupation of his Land Unit, whether temporarily or otherwise, unless:

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- 7.4.1 The proposed occupier has agreed to be bound by all the provisions of the Constitution, the SAC, the Governing Rules and the Conduct Rules and all other rules or regulations made or promulgated by the Association, and
- 7.4.2 Its members shall at all times remain bound by the provisions of the Constitution, the SAC and the Governing Rules and the Conduct Rules and will be required to ensure and procure compliance therewith by such occupier, and
- 7.4.3 Its members shall be liable for the acts or omissions of all persons occupying his Land Unit whether lawfully or unlawfully including without limitation guests, employees, invitees, contractors, sub- contractors or agents.
- 7.5 A Sub-Association and / or Body Corporate shall not be entitled to exhibit any signboards, notices, advertising boards, neon signs and nameplates on the interior or exterior of buildings situated on a Land Unit or anywhere within the Estate, the Communal Property or the Common Property without the prior written approval of the Board. The Board reserves the right after approval was granted and signboards, notices, advertising boards, neon signs and/or nameplates were erected, to request the removal of such for whatever reason, by giving the Member 30 (Thirty) days' notice.
- 7.6 The Member shall keep and maintain any signs approved of by the Board in a good and clean condition, and if such signs are electronic, electric or mechanical, in proper working order and condition.
- 7.7 The Member hereby indemnifies the Association and/or the Developer, as the case may be, against all claims of whatsoever nature which may be made against the Association, as a result of the installation, erection or operation of any signs or advertisements placed by a Member, whether installed with or without the written approval of the Board, or any defect in any such signs, or in any such installation or erection, or as a result of any failure on the part of the Member or any of the Member's employees, agents, customers or invitees to keep and maintain any such signs in good order and condition, or properly installed or erected.
- 7.8 In addition, each owner of a Land Unit shall –
- 7.8.1 ensure the maintenance of its Land Unit, Section and/or any improvements thereon, in a neat and tidy condition and in a state of good repair;
- 7.8.2 not park, or permit the parking of, any commercial vehicle, boat, caravan, trailer or any vehicle not in good working order on any road, pavement, parking area within the Estate, the Communal Property or the Common Property, and if such vehicle/boat/caravan/trailer is to be parked on that Owner's Erf, it shall not be visible from any street or Communal Property;
- 7.8.3 not do or suffer anything to be done on any Land Unit which, in the opinion of the Developer, for the duration of the Development Period, and thereafter the Board, is noisome, unsightly, injurious, objectionable or detrimental, or a public or private nuisance, or a source of damage or disturbance to any Owner or Occupant of any other Land Unit;
- 7.8.4 comply with all security procedures and controls imposed by the Association and/or the Board, from time to time;
- 7.8.5 ensure that it and its invitees do not damage or destroy trees, vegetation and landscaping on the Communal Property and or the Common Property, and that planting on its Erf does



not interfere with pedestrian traffic or obscure the vision of motorists;

- 7.8.6 afford employees, agents and representatives of the Developer and the Association full access at all times to do all things reasonably necessary to construct and/or stabilize and/or maintain all Communal Property, Common Property, security cameras, boundary walls and edges;
- 7.8.7 not use any building or other structure constructed within the Estate, or allow any other person to use such building or other structure, for purposes not permitted by this Constitution or all rules and/or regulations made in terms of this Constitution;
- 7.8.8 not let or otherwise part with occupation of its Land Unit (or any parts thereof), whether temporarily or otherwise, unless that Owner ensures that the proposed occupier agrees to be bound by the relevant provisions of this Constitution and all rules and/or regulations made in terms of this Constitution;
- 7.8.9 not consolidate a Land Unit with one or more other Land Units, without the prior written consent of the Developer, for the duration of the Development Period, and thereafter, the Board;
- 7.8.10 not apply for the subdivision or rezoning of its Land Unit with a view to procuring a variation, amendment or substitution of use rights, provided that selected departures or consent uses may be allowed, upon approval thereof by the Developer, during the Development Period, ARC, the Board and the Local Authority;
- 7.8.11 not conduct, or permit to be conducted or change the nature of, any business on a Land Unit, or use, or permit the use of, such Land Unit for purposes other than residential use, excluding the Commercial Erven, the Institutional Erven, the Communal Property, unless the Developer, for the duration of the Development Period, or thereafter, the Board has in writing approved the use to which the Land Unit is to be put, and any Local Authority has, to the extent that it may be necessary, granted approval authorizing such use in terms of applicable laws and regulations.

8. ALIENATION

- 8.1 The Association shall ensure that none of its Members shall in any manner Alienate or transfer a Land Unit unless:
 - 8.1.1 the proposed transferee, new shareholder of a Company, new members of a Close Corporation or new trustees of a Trust have irrevocably bound themselves in writing to become ipso facto a Member of the Association and a member of a Sub-Association (if applicable) and to observe the Constitution, as well as the Governing Rules applicable, as the case may be, for the duration of his ownership of any Land Unit;
 - 8.1.2 the Management Company has given its prior written consent thereto and has issued a clearance certificate that all amounts owing to the Association, Sub-Association or any Body Corporate, as the case may be, by such Owner have been paid and that the Member/Occupant is not in breach of this Constitution, SAC, the Governing Rules and/or Conduct Rules, as the case may be;

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- 8.1.3 the Association has given its prior written consent thereto and has issued a clearance certificate which will only be issued if a clearance fee is paid by the Member concerned to the Association and all other amounts owing by the Owner/Member have been paid in full to the Developer and/or Association, the Sub-Association and/or Body Corporate, as the case may be;
- 8.1.4 The provisions of Clause 8.1 shall apply mutatis mutandis to any Alienation or transfer of an undivided share in any Land Unit.
- 8.2 Restrictions will be registered against the title deeds of all Land Units in order to give effect to the terms of this Clause 8. The Members and Members shall however be bound by this Clause whether such restrictions are registered in the Cape Town Deeds Registry, or not.
- 8.3 Each Member shall comply with all conditions imposed by the Local Authority, or any other statutory body relating to Land Units and shall be solely responsible for non-compliance with such conditions.
- 8.4 It is recorded that a written consent to transfer or clearance certificate is required by any Member prior to transfer of any Land Unit. Before a written consent to transfer is issued by the Association, an inspection and clearance fee, as determined by the Board from time to time, will be payable by the Member of the Land Unit to the Association upon demand by the Association or the Management Company, prior to transfer of any such Land Unit by the Member. A written consent to transfer may be refused amongst others, if any amount is owed by a Member to the Association, any Sub-Association, Body Corporate or the Developer, from any cause whatsoever.
- 8.5 It is recorded that only the Association will be entitled to charge any fees or costs in respect of the issuing of the clearance certificate and that no costs or fees may be charged by any Sub-Association or Body Corporate. For the avoidance of doubt, it is recorded that the Developer will not be liable for the payment of any such costs or fees in respect of each and every transfer of a Land Unit to be registered for the first time from the Developer to a Purchaser or Third-Party Purchaser.
- 8.6 The Association will only be entitled to charge one fee in respect of the issuing of the clearance certificate, irrespective of the number of Land Units indicated on such consent.
9. COMMUNAL PROPERTY
- 9.1 The Association or any relevant Sub-Association, as the case may be, will take title to the Communal Property, indicated on the SDP, which Communal Property will be transferred by the Developer to the Association, free of counter value.
- 9.2 It will be the Association's responsibility to maintain, repair and insure any structures, buildings, roads (excluding the Private Roads, which are the responsibility of the Sub-Association), lights, etc., that is transferred in favour of the Association. Registration of the transfer of the Communal Property will be affected by the Attorneys appointed by the Developer.



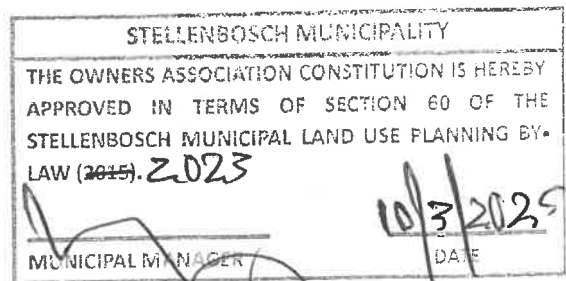
- 9.3 The Association acknowledges that neither the Local Authority nor the Developer shall be responsible for the care, repair, maintenance, cleaning, upkeep, improvements and proper control of the Communal Property and any structure or thing erected or contained therein or thereon, including private parking, if applicable.
- 9.4 The Association shall furthermore comply with all the conditions imposed by the Local Authority relating to the conditions of approved subdivision of all the erven including the rezoning of such erven collectively comprising the Estate, and shall be solely responsible for any non-compliance with such conditions.
- 9.5 The Developer, during the Development Period, or the Association, Sub-Association, Body Corporate and all service providers as approved by the Board or the Developer, during the Development Period, will at all times have free and unencumbered access to all registered servitudes on the Land or any Land Unit.

10. LEVIES

- 10.1 The Board shall from time to time impose Levies and Special Levies upon the Members for the purpose of meeting all the expenses in relation to the facilities and services for or in connection with the Estate, and for the payment of all expenses necessarily or reasonably incurred in connection with the management of the Association and its affairs. Each and every Member, excluding any exceptions as provided for in this Constitution or the Governing Rules, will be liable for the payment of Levies and Special Levies, as and may be imposed by the Association, Sub-Association, the Body Corporate the Developer and/or the Board in terms of this Constitution and/or the Governing Rules.

10.2 Payment and calculation of the Levies:

- 10.2.1 In calculating the amount of the Levies, the Board shall consider income from other sources if any, earned by the Association.
- 10.2.2 Each and every Member will be liable for the payment of a double Levy which will be equal to 2 (Two) months Levies on the first day of the first month that the Levy becomes payable by a Member.
- 10.2.3 All Levies shall be paid monthly in advance by bank debit order on the first day of each and every month to the bank account of the Association or by any other method as determined by the Management Company, from time to time.
- 10.2.4 Levies shall be calculated according to the Pro Rata Quota and the Participation Quota as the case may be, unless exempted from the payment of Levies by the Developer during the Development Period, and thereafter by the Board.
- 10.2.5 All Sections will be internally levied by the Body Corporate and the Body Corporate will be liable for payments of Levies towards the Association at a fixed rate to be determined by the Board, from time to time.
- 10.2.6 Should a Member, excluding the Developer, consolidate two or more Land Units, the Association shall debit the amount of the Levies as per the original number of Land Units, despite the consolidation thereof.



10.2.7 Any amount due by a Member by way of a Levy shall be a debt due by him to the Association. The obligation of a Member to pay a Levy shall cease upon his ceasing to be a Member of the Association, without prejudice to the Association's right to recover arrear Levies. No Levies paid by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member. A Member's successor-in-title shall be liable, as from the date upon which it becomes a Member to pay the Levies attributable. No Member shall be entitled or permitted to consent to the transfer of a Land Unit until the applicable Sub-Association has certified that the Member has at the date of transfer paid all amounts owing by him to the Association and the Developer as contemplated in Clause 10.2.

10.3 Payment and calculation of Special levies:

10.3.1 Special Levies shall be calculated according to the Pro Rata Quota and the Participation Quota as the case may be, unless exempted from the payment of Levies by the Developer during the Development Period, and thereafter by the Board.

10.3.2 All Sections will be internally levied by the Body Corporate and the Body Corporate will be liable for payment of Special Levies towards the Association at a fixed rate to be determined by the Board, from time to time.

10.3.3 Should a Member, excluding the Developer, consolidate two or more Land Units, the Association shall debit the amount of the Special Levies as per the original number of Land Units, despite the consolidation thereof.

10.3.4 The Developer, during the Development Period, and thereafter the Board may, from time to time, impose Special Levies upon the Members in addition to other Levies, in respect of all or portion of the expenses of the Association, any Sub-Association or any Body Corporate and the amount of such Special Levies and the manner of payment thereof by Members shall be at the discretion of the Board.

10.3.5 Any amount due by a Member by way of a Special Levy shall be a debt due by him to the Association. The obligation of a Member to pay Special Levies shall cease upon his ceasing to be a Member of the Association, without prejudice to the Association's right to recover arrear Special Levies. No Special Levies paid by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member. A Member's successor-in-title shall be liable, as from the date upon which he becomes a Member to pay the Special levies attributable. No Member shall be entitled or permitted to consent to the transfer of a Land Unit until the applicable Sub-Association has certified that the Member has at the date of transfer paid all amounts owing by him to the Association and the Developer as contemplated in this Clause 10.3.

10.4 Payment of Levies and Special Levies by the Developer:

10.4.1 During the Development Period the Developer shall not be obliged to pay the shortfall between the income derived from Levies and Special Levies paid by Members and the actual expenditure of the Association in each Financial Year.

10.4.2 During and after the Development Period, the Developer shall have no liability or obligation to pay or to contribute to any Levies or Special Levies in respect of any Land

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Units zoned and used for residential purposes, provided that in the instance of a Land Unit being registered in the name of the Developer and such a Land Unit is occupied by any Occupants, then and in that instance the Developer, will, as from the date of occupation of such a Land Unit, be liable for all Levies and Special Levies pertaining to such a Land Unit.

- 10.5 Save as may be provided for herein, in calculating the Levy or Penalty Levy payable by each Member, the Trustees shall as far as is reasonably practical, and in their sole discretion:
 - 10.5.1 assign those costs arising directly out of or directly attributable to Land Units in a specific Development to the Member concerned;
 - 10.5.2 assign those costs arising directly out of or directly attributable to Land Unit/s in more than one Development to the Member/s concerned; and
 - 10.5.3 assign those costs relating to the Estate generally to all the Members; provided however that the Board may, in any case where they consider it equitable so to do, assign to any Member a greater or lesser share of the costs as the Board consider may be reasonable in the circumstances.
- 10.6 No Member shall be entitled to the privileges of membership unless and until he/she/ it shall have paid every Levy, Special Levy and other sum, if any, which may be due and payable to the Association in respect of membership. Access cards may be temporarily blocked, redirecting affected members to make use of such privileges in the same way as visitors being non-members until all arrears have been paid, at the discretion of the Management Company.
- 10.7 The Association may hand over any debt due to the Association to the Association's Attorneys for collection if the debt is outstanding for more than 30 (Thirty) days and the debts due to the Association may be published in the Association's Newsletter.
- 10.8 Monthly Levy statements will be circulated to the Members of the Association via e-mail. A Member will still be liable to effect monthly payments of the Levies and Special Levies irrespective whether the statement was actually received and/or circulated by the Association to such Member.
- 10.9 A Member shall be liable for and shall pay all legal costs, including costs, as between attorney and own client, collection commission, tracing agents fee, interest at the Prime Rate plus 5% (Five) per annum, expenses and charges incurred by the Association, in recovering any arrear Levy or Special Levy or other amounts due and owing to the Association, as also the costs incurred in the enforcement of any of the Government Rules or regulations issued or made by or on behalf of the Association from time to time.
- 10.10 A Member or Occupant of a Land Unit that is exempted or excluded from the payment of Levies or Special Levies, excluding the Developer during the Development Period, or any Member or Occupant that is in arrears with the payment of any Levies or Special Levies, will not be entitled to the usage of the Communal property and the Recreational Erven.
- 10.11 No Member ceasing to be a Member of the Association for any reason whatsoever shall, and neither shall such Member's executors, curators, trustees or liquidators have any claim upon, interest in, right to the funds or any property or other asset of the Association.
- 10.12 The appointment of the Estate Manager will at all times be for the account, cost and expense of the Association.

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10.13 Payment of Penalty Levies by the Owners of the Land Units:

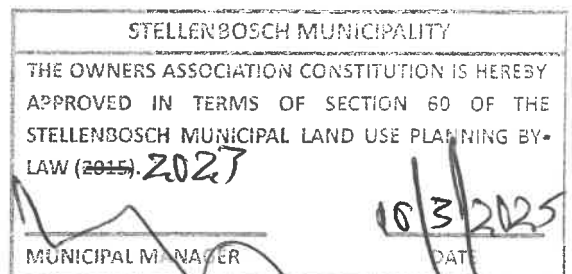
- 10.13.1 All improvements and structures in respect of any Land Units indicated on the SDP, must be completed by the Purchaser thereof within a period of 3 (Three) years after date of registration of transfer of such an Erf in favour of the Purchaser (provided that the necessary bulk services are available to that specific Land Unit). Failing to do so the following penalties will be charged as from the abovementioned date:
- 10.13.1.1 Three times the monthly Levy for the first 6 (Six) months and,
- 10.13.1.2 Six times the monthly Levy for the next 6 (Six) months and,
- 10.13.1.3 Nine times the monthly Levy for any period exceeding the abovementioned 12 (Twelve) month period.
- 10.13.2 For as long as the Developer or its nominated entity is the Owner of the Land Unit, such an Owner will not be liable for the payment of any Penalty Levies.

11. RESPONSIBILITY FOR THE PROVISION OF SERVICES

- 11.1 It is recorded that the Association shall be responsible for the provision of the management, maintenance, upkeep and repair of the Communal Property, the Common Property, the irrigation pump station, pump- houses, the irrigation dam and all relevant infrastructure.
- 11.2 The Board is responsible to ensure that the Association employed sufficient employees to fulfil all the obligations of the Association as provided for in this Constitution and to comply with the full responsibility as provided for in this Constitution by the Association towards the Members and/or the Local Authority.
- 11.3 It is recorded that the Association shall be responsible for the maintenance of the irrigation dams, pump-houses and relevant infrastructure.

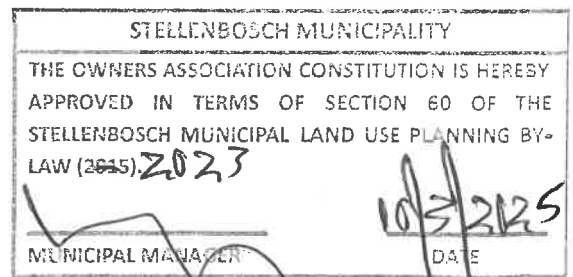
12. GOVERNING RULES AND CODES OF CONDUCT

- 12.1 Subject to the provisions of this Constitution and to any directions given by the Association in a GM and to any conditions imposed by the Local Authority or the Developer or any other statutory body, the Developer, during the Development Period, and thereafter, the Board may make the Governing Rules, any other form of rules, the Conduct Rules and any directives relating to the implementation of and the amplification of any of the provisions of this Constitution and/or the Governing Rules and may vary or modify the same from time to time, in connection with, inter alia, but not limited to:
- 12.1.1 the installation, operation and maintenance of irrigation in the Communal Property, and the Common Property;
- 12.1.2 the determination or control of security measures which will be governed and managed in terms of the Security Protocol, which protocol will be attached as an Annexure to the Governing Rules;
- 12.1.3 the control of the building operations and the conduct of builders and contractors, including any sub- contractors or agents, as more fully provided for in the A&D



Guidelines and the C&O Manual;

- 12.1.4 the control and conduct of persons for the prevention of nuisance of any nature to any Member/Occupant;
 - 12.1.5 the control and conduct of persons using the Communal Property and the Common Property;
 - 12.1.6 the use of roads, infrastructure, Services, amenities and facilities in the Communal Property and the Common Property including the right to charge a reasonable fee for the use of the amenities and facilities;
 - 12.1.7 the furtherance and promotion of any of the objectives of the Association including the promotion of better management of the affairs of the Association and the advancement of the interests of the Members;
 - 12.1.8 the management and control of the Estate;
 - 12.1.9 the use, occupation and enjoyment of the Communal Property and the Common Property (or any parts thereof);
 - 12.1.10 the preservation of the natural environment within the Estate;
 - 12.1.11 the pedestrian and vehicular traffic including parking within the Estate;
 - 12.1.12 the conduct of any business within the Estate;
 - 12.1.13 the conduct of any Member, Occupant or visitor of the Estate;
 - 12.1.14 the nature, content and design of garden and landscaped areas within the Estate as more fully provided for in the Landscape Guidelines and the Landscape Plan incorporated into the Governing Rules and the A&D Guidelines;
 - 12.1.15 the storage of flammable and other harmful substances as provided for in the H&S Legislation;
 - 12.1.16 the admission of any person within the Estate, including the conditions upon which persons may enter the Estate, and the eviction of any person who is not entitled to be present within the Estate as will more fully provided for in the Security Protocol;
 - 12.1.17 the enforcement of any rules or directives made in terms of this Constitution and the adjudication of disputes relating to the application and/or interpretation of any of the Governing Rules;
 - 12.1.18 the introduction of fines and other penalties that may be payable by any Member, Occupant or visitor for contravening or failing to comply with any of the provisions of this Constitution, the Governing Rules, the Conduct Rules or any rules, directives or regulations made thereunder, which fines and penalties will be more provided for in the Governing Rules and in terms of Clause 40 of this Constitution.
- 12.2 Each Sub-Association shall ensure that none of its members shall let or otherwise part with the occupation of his Land Unit, whether temporarily or otherwise, unless the proposed Occupant has agreed to be bound by all the provisions of the Constitution, SAC, the Governing Rules and the Conduct Rules and all other rules or regulations made or promulgated by the Association, or



the Developer, during the Development Period. The Members shall at all times remain bound by the provisions of the Constitution and will be required to ensure and procure compliance therewith by such Occupant. The Members shall be liable for the acts or omissions of all persons occupying his/her Land Unit whether lawfully or unlawfully including without limitation guests, employees, invitees, contractors, sub- contractors or agents.

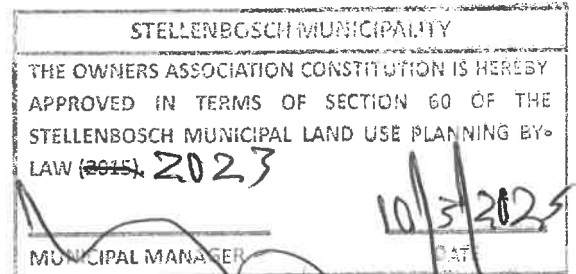
- 12.3 Any rules (including the Governing Rules and the Conduct Rules) made in terms of this Clause 12 shall be binding upon-

12.3.1 every Member;

12.3.2 every Occupant within the Estate, mutatis mutandis, and every Member/Occupant shall procure that all its representatives, tenants, visitors, invitees and other persons related to that Member comply with the Constitution, SAC, the Governing Rules and the Conduct Rules made in terms of this Constitution and every Member acknowledges and agrees that it will be liable for any breach or non-compliance by any of its representatives, tenants, Occupants, visitors, invitees and other persons related to that Member.

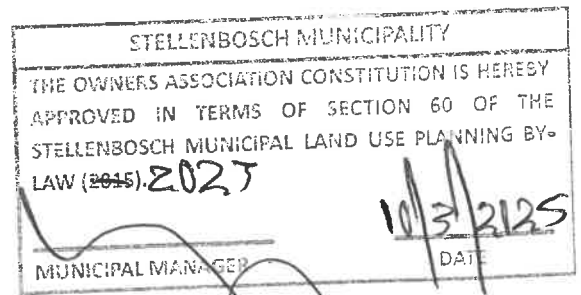
13. APPROVAL OF PLANS FOR BUILDINGS AND STRUCTURES

- 13.1 For the purpose of maintaining the high standard of the appearance and design of the Estate and of ensuring an attractive and harmonious appearance of the Estate, the Developer must approve the A&D Guidelines as well as Landscape Guidelines relating to the appearance, design and construction requirements applicable to the Estate. The A&D Guidelines shall constitute an integral part of this Constitution and may be amended from time to time by the Developer, the Local Authority and the ARC, for the duration of the Development Period, and thereafter, by the Board, the ARC and the Local Authority.
- 13.2 All Improvements on the Developed Land shall comply with the provisions of the A&D Guidelines.
- 13.3 No construction, erection or alteration of, or addition to, any improvements on the Developed Land ("Works") may commence or be carried out without the prior written approval of the plans and specifications in respect of the Works by the ARC and the Developer, for the duration of the Development Period, and thereafter, by the ARC and the Board. In this regard, a full set of proposed plans and specifications in respect of the Works prepared in accordance with the A&D Guidelines shall, for the duration of the Development Period be submitted to the ARC and the Developer, and thereafter, to the ARC and the Board.
- 13.4 A full set of proposed plans and specifications in respect of the Works prepared in accordance with the A&D Guidelines shall be submitted to the ARC.
- 13.5 The ARC shall, in its sole and absolute discretion, determine whether the plans and specifications in respect of the Works comply with the A&D Guidelines, and its determination in this regard shall be final and binding upon the Member concerned.
- 13.6 The ARC shall be entitled to withhold any approval contemplated by this Clause 13, subject to compliance with such modifications or amendments to the plans and specifications in respect of the Works and/or such other conditions as the Developer or the ARC (as the case may be) may request or impose in their sole discretion.
- 13.7 Any approval granted by the ARC shall be in writing and be signed by the Developer and the ARC. Before giving such approval, the Developer or the ARC (as the case may be) may require the



following to be lodged with them

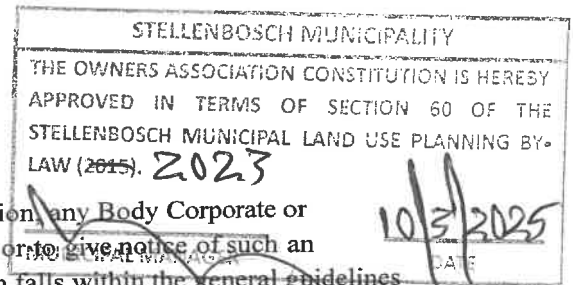
- 13.7.1 such descriptions, drawings and/or plans as may be necessary to enable them to consider the matter;
 - 13.7.2 details of construction materials to be used; and
 - 13.7.3 any other documentation as they may require.
- 13.8 No approval shall be granted unless all contractors being appointed to carry out the Works (or any parts thereof) have waived their respective lien in respect of the Works or the relevant Land Unit (or any part thereof) or in respect of the Communal Property, or Common Property (if applicable), in writing, in a form acceptable to the Developer, for the duration of the Development Period, and thereafter, the Board, in their sole and absolute discretion, unless the Contractor has already waived their lien in favour of a bondholder.
- 13.9 Once approved by the Developer or ARC (as the case may be), the plans and specifications shall be submitted to all relevant authorities for approval, and having obtained the approval of any relevant authorities, the Member concerned shall comply with all conditions and standards imposed by any relevant authority insofar as these may be additional to the requirements of the A&D Guidelines read together with the approved plans and specifications.
- 13.10 Any plans, notwithstanding approval by all relevant authorities, which have not been prepared and/or submitted and/or approved in compliance with the provisions of this Clause 13, shall be invalid.
- 13.11 The Association may impose a scrutiny fee, which if imposed will be paid by the Member concerned, as well as any additional scrutiny fees should any amendment of further plans be required or submitted.
- 13.12 The Member shall be liable for all costs in respect of the scrutiny and consideration of plans submitted by the Member to the Developer, the ARC or the Board (as the case may be).
- 13.13 The Association, Sub-Association and or Body Corporate shall ensure that their members comply with the approved A&D Guidelines and any other controls for the Estate.
- 13.14 Each Member shall, when submitting the plans and specifications in respect of the Works to the Developer or the ARC (as the case may be) in terms of Clause 13.3, pay to the Association a construction deposit in an amount to be determined from time to time by the ARC, Developer or the Board (as the case may be), which amount shall be retained by the Association in trust.
- 13.15 Upon completion of the Works, the Association shall if the Developer, for the duration of the Development Period, and thereafter the Board, are satisfied, in their sole and absolute discretion, that the Communal Property and/or Common Property (or any part thereof) have not sustained any damage resulting from or incidental to the Works and that the Works have been carried out in accordance with the duly approved plans and specifications, release the deposit to the Member.



13.16 Should-

- 13.16.1 the Communal Property and/or the Common Property (or any part thereof) have sustained any damage of whatsoever nature resulting from or incidental to the Works; or
 - 13.16.2 the Works not have been carried out in accordance with the duly approved plans and specifications;
 - 13.16.3 the Member shall, within 21 (Twenty-One) days of having been requested to do so in writing –
 - 13.16.3.1 repair the damage; and/or
 - 13.16.3.2 make such alterations to the improvements in order to procure compliance with the duly approved plans and specifications; to the satisfaction of the Developer and the ARC, for the duration of the Development Period, and thereafter, the Board and the ARC, failing which, the Developer or the Board (as the case may be) shall be entitled, notwithstanding any rights which the Developer, the Board, or the Association may have as a result of such failure, to appoint an independent contractor or contractors to repair the damage or make such alterations, and to apply the deposit to all costs of such repair and/or alteration.
- 13.17 If the amount paid to the Association as a deposit is not sufficient to cover the costs of such repair or alteration (as the case may be) by the independent contractor or contractors appointed by the Developer, or the Board, the Association or the Developer shall be entitled to recover the shortfall from the Member. Any shortfall so due by a Member/Owner shall be paid with, and in addition to, the Levies due by that Member to the Association.
- 13.18 Whenever the Developer or the Board (as the case may be) consider that the appearance of any Land Unit or buildings owned by a Member is such as to be unsightly or injurious to the amenities of the surrounding area or the Estate generally, the Board or the Management Company may serve notice on such Member to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. Should the Member fail within a reasonable time, as specified in such notice, to comply therewith, the Board or Management Company or their employees, agents or contractors may enter upon the Land Unit or buildings concerned and take such steps as may be necessary and recover the costs thereof from the Member, which costs shall be deemed to be a debt owing by that Member to the Association. The Board or the Management Company shall be obliged to give such notice to act reasonably. In the event of any dispute, the Member shall bear the onus of establishing that the Board or the Management Company acted unreasonably.
- 13.19 If an Owner fails to comply with any obligation contained in this Clause 13, the Developer, for the duration of the Development Period, and thereafter, the Board, shall be entitled, but not obliged, In addition to any other rights which they may have or remedies which may be available to them in terms of this Constitution or otherwise in law, to –
- 13.19.1 impose a daily financial penalty, the amount of which shall be determined from time to time by the Developer or the Board (as the case may be), on notice to the Member, should the Member/Owner fail to comply with any obligations contained in this Clause 13; and
 - 13.19.2 enter upon any Land Unit in order to inspect that Land Unit and any improvements constructed thereon.

- 13.2 The Developer will, during the Development Period, be entitled to apply and obtain approval for the amendment of the rezoning or subdivision approval of the Land, any portion thereof or any Land



Unit without the consent of the Association, any Sub-Association, any Body Corporate or Member. The Local Authority will not be obliged to advertise or to give notice of such an application by the Developer provided that such an application falls within the general guidelines of the Local Authority.

14. TRUSTEES

14.1. There shall be a minimum of 3 (Three) and a maximum of 5 (Five) Trustees of the Association, provided that:

14.1.1 during the Development Period and at the first AGM, the Trustees shall be elected by the Members, provided that the Developer shall be entitled to appoint a percentage of the Trustees in terms of the provisions of Clause 20.2 of this Constitution, and

14.1.2 after the Development Period, all the Trustees shall be elected by the Members.

14.2 A Trustee shall be an individual who represents a Sub-Association or Body Corporate, as such being a Member. A Trustee, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of this Constitution.

14.3 The Developer shall appoint the Chairperson of the Trustees during the Development Period and thereafter the Board shall appoint such a Chairperson.

14.4 The Chairperson of the Board shall act as the Chairperson of the AGM and other GM's of the Association. Should he not be able to do so for any reason, the Trustees shall appoint the Vice Chairman to act as Chairperson of the meeting concerned.

14.5 A Trustee is required to:

14.5.1 perform the functions of office in good faith, honesty and in a transparent manner, and

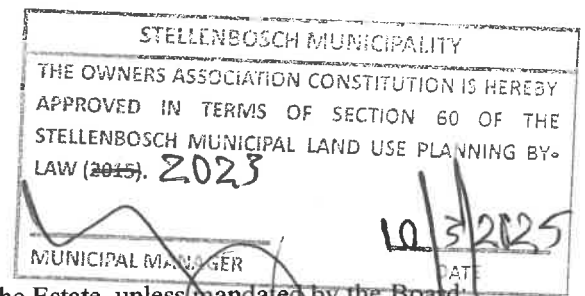
14.5.2 at all times act in the best interests of the Association, and in such a way that the credibility and integrity of the Association and/or the Estate is not compromised in any way.

14.6 No Member may be nominated to become a Trustee if his Land Unit or any improvements thereon do not comply with the Constitution, the A&D Guidelines, Governing Rules or any other rules or regulations made or promulgated by the Association, any Sub-Association, Body Corporate or the Board.

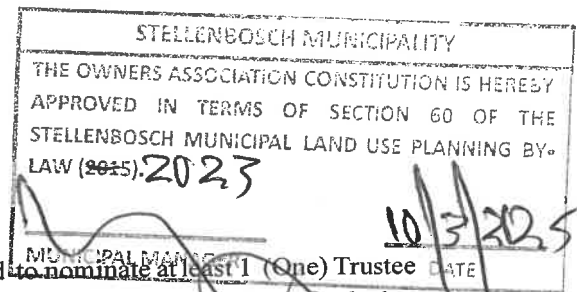
14.7 Each Trustee will also declare in writing to the Board those respects in which, from time to time, his Land Units or any improvements thereon do not comply with the Constitution, SAC, the Governing Rules and the Conduct Rules and all other rules or regulations made or promulgated by the Developer, the Association, any Sub- Association, Body Corporate or the Board.

14.8 Each Trustee must declare to the Board any gifts, which he or his immediate family might be offered, or receive, from any business and or person involved or endeavoring to become involved, in any contract with financial gain with the Association.

14.9 A Trustee may not without the permission of the Board, disclose any privileged or confidential information of the Board to any person not authorized or entitled to receive the same. A Trustee may not, except through the Chairperson of the Trustees and or the Board:



- 14.9.1 interfere in the management or administration of the Estate, unless mandated by the Board;
- 14.9.2 give or purport to give any instruction to any employee other than the Management Company;
- 14.9.3 obstruct or attempt to obstruct the Management Company or any of the Estate office staff in the implementation of any decision or resolution of the Board, or
- 14.9.4 encourage or participate in any conduct which would cause or contribute to maladministration by the Board.
- 14.10 The Board may at any time and from time to time investigate and make a finding in respect of any alleged breach by a Trustee(s) of any of the provisions of this Constitution, SAC, the Governing Rules, the Conduct Rules or any other rules or regulations made or promulgated by the Association or the Board, or establish a special committee to investigate and make appropriate recommendations to the Board in this respect.
- 14.11 Should the Board find that a Trustee has breached any provision of this Constitution, SAC, the Governing Rules, the Conduct Rules or any of the rules or regulations aforesaid, the Board may:
- 14.11.1 issue a formal warning to the Trustee concerned;
- 14.11.2 reprimand the Trustee;
- 14.11.3 suspend the Trustee;
- 14.11.4 request the Trustee to resign, or
- 14.11.5 request the Association to remove the Trustee from the Board.
- 14.12 The Developer will, during the Development Period, communicate minutes of all the meetings held by it and/or decisions taken by the Developer, in its capacity as Trustees of the Association, to each Sub-Association and/or Body Corporate, as the case may be. Copies of these minutes will be available for inspection at the Office of the Management Company during office hours.
- 14.13 The Developer, during the Development Period, and thereafter, the Board may appoint a Professional Trustee to serve as a Trustee on the Board for a predetermined period of time, as and when the Board is of the opinion that the need for such a Professional Trustee has occurred. The Professional Trustee must be familiar with the operation and management of the Estate. The Professional Trustee may attend Board meetings but will only serve in an advisory capacity and will have no voting rights whatsoever. The Developer, or the Board, as the case may be, must agree on the fee structure of the Professional Trustee prior to his appointment and is subject to the allowance for professional fees in the budget of the Association and the availability of such funds.
- 14.14 After the Development Period, a Member may only be elected as a Trustee if he has received formal training to enable him to act as a Trustee. This qualification must be endorsed by the Management Company and must be submitted simultaneously with the nomination of the relevant Member prior to his anticipated election.
- 14.15 The Estate Manager may also attend meetings of the Board, provided that the Estate Manager will have no voting rights whatsoever. The Estate Manager must furthermore be qualified to act as a Trustee and his qualification must be endorsed by the Management Company.



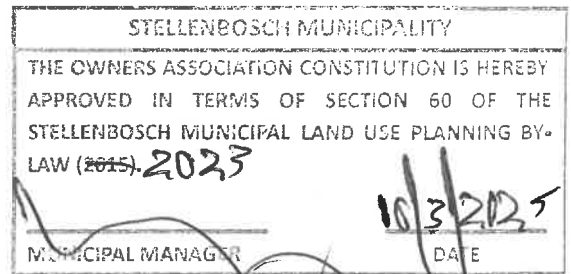
- 14.16 During the Development Period, the Developer will be entitled to nominate at least 1 (One) Trustee to serve as a Trustee on the Board of Trustees of every Sub-Association, irrespective of whether the Developer own a Land Unit in such a Sub-Association, which Trustee will all have all the rights and obligations of a normal elected Trustee of such a Sub-Association. During the Development period, the Trustee representing the Developer must, at the election of the Developer, serve as Chairperson of any relevant Sub-Association.

15. REMOVAL AND ROTATION OF TRUSTEES

- 15.1 Save as set out in Clause 15.2, each Trustee shall hold office as such from the date of his appointment until the next AGM following his appointment, or, at his discretion, until the second AGM following his appointment at which AGM each Trustee shall be deemed to have retired from office but shall be eligible for re-election as a Trustee.
- 15.2 A Trustee shall be deemed to have vacated his office as such:
- 15.2.1 should he become disqualified to act as a director of a company in terms of the Companies Act;
 - 15.2.2 should he be removed from Office by a resolution of the Board;
 - 15.2.3 in the event of his being a member of any Sub-Association, or representing any Member, should he become disentitled to exercise a vote in terms of Clause 10.12;
 - 15.2.4 should his estate be sequestrated whether provisionally or finally;
 - 15.2.5 on his conviction of any offence involving dishonesty.
 - 15.2.6 on the commission by him of any act of insolvency;
 - 15.2.7 should he become of unsound mind or being found to be mentally unable to perform his duties;
 - 15.2.8 on his resigning from such office in writing.
- 15.3 Upon any vacancy occurring in the Trustees prior to the next AGM, a person shall fill the vacancy in question nominated by those Trustees remaining, or by another Trustee nominated by the Developer if such shall occur during the Development Period.
- 15.4 The Board shall be entitled to co-opt any person chosen by them to act as a Trustee, subject always to the exclusive right of appointment and removal by the Developer during the Development Period.

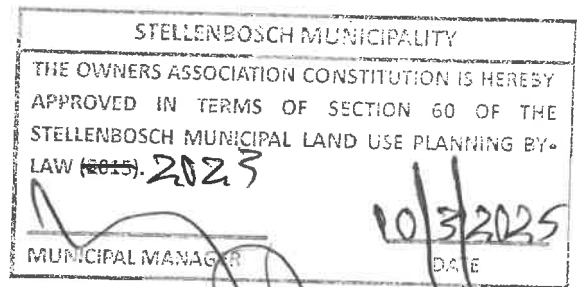
16. TRUSTEES EXPENSES AND REMUNERATION

- 16.1 The Trustees shall be entitled to be repaid all reasonable bona fide expenses incurred by them in or about the performance of their duties as Trustees.
- 16.2 The Trustees shall be entitled to remuneration in respect of the performance of their duties as determined by the Association in a General Meeting



17. POWERS OF THE BOARD

- 17.1 Subject to the provisions of this Constitution and subject to any limitations which may be imposed by the Association in a GM, the Board shall have full powers to perform the functions allocated to them in this Constitution and may exercise all such powers of the Association and do all acts on behalf of the Association as may be exercised and done by the Association itself with regard thereto.
- 17.2 The Board shall, in consultation with the Management Company formulate a budget and a strategic plan and any amendments thereto for each Financial Year of the Association.
- 17.3 The Board must perform a mid-term budget review and may make amendments to the yearly budget if necessitated by relevant circumstances. These amendments need no approval by the AGM.
- 17.4 The Developer, during the Development Period, and thereafter the Board are empowered to sign, execute and to enter into on behalf of the Association all and any contracts as may be required to give effect to the provisions of this Constitution, including subject always to the provisions of Clause 17.2, the appointment of a Management Company, and are empowered to delegate the management of the affairs and the business of the Association whether in whole or in part to such Management Company.
- 17.5 Furthermore, the Developer, during the Development Period and thereafter, the Board, shall at all times have the power and right to engage on behalf of the Association the services of Accountants, Auditors, Attorneys, Architects, Engineers, Town Planners, or any other professional firm or person or other employees whatsoever, for any reason deemed necessary by the Board, on such terms as the Board may decide.
- 17.6 The Board shall further have the power:
- 17.6.1 to require that any construction of any sort in the Estate shall be supervised so as to ensure that the provisions of this Constitution, the Governing Rules, the C&O Manual and the Conduct Rules, or any other rules or regulations, are complied with, and that all such construction is performed in a proper and workmanlike manner;
- 17.6.2 to issue A&D Guidelines, the C&O Manual and Landscape Guidelines in respect of the Estate and to ensure that same are complied with at all times, and
- 17.6.3 to issue instructions in accordance with the operational EMP, if any, and to ensure that such plan is at all times complied with.
- 17.7 The Board shall have the right to vary, cancel or modify their decisions and resolutions from time to time.
- 17.8 The Board must appoint a Health and Safety Officer to ensure compliance with the H & S Legislation by the Association, the Sub- Associations, Body Corporates, Members, Occupants and any obligations in terms of the A&D Guidelines and the C&O Manual.

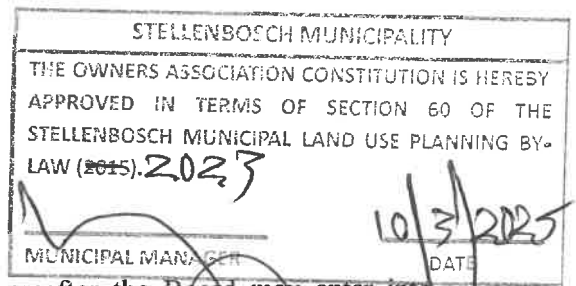


18. PROCEEDINGS OF TRUSTEES

- 18.1 The Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of this Constitution.
- 18.2 The quorum necessary for the holding of all meetings of the Board, after the Development Period, shall be 2 (Two) if there are 3 (Three) Trustees in office or 3 (Three) if there are 4 (Four) or 5 (Five) Trustees in office, present personally, and no meeting shall be held unless such quorum is present at the commencement of and for the duration of the meeting.
- 18.3 Any resolution of the Board shall be carried by a simple majority of all votes cast. In the case of an equality of votes for or against a resolution, the Chairperson of the Trustees shall have a second casting vote.
- 18.4 The Board shall cause minutes to be kept of every Board meeting, which minutes shall without undue delay after the meeting has closed, be reduced to writing and certified correct by the Chairperson. All minutes of Board meetings shall, after certification, be placed in a Board minute book. Any resolution signed by all the Trustees shall be valid in all respects as if it has been duly passed at a meeting of the Board.

19. MANAGEMENT COMPANY

- 19.1 The Developer shall be entitled (but not obliged, and at their own discretion) to manage or to appoint a single Management Company for the Estate, the Sub-Associations and Body Corporates, during the Development Period and the Board thereafter. For the avoidance of doubt, it is recorded that only one Management Company may be appointed for the whole of the Estate (including Sub- Associations, Body Corporates) irrespective of whether such appointment is made during the Development Period or thereafter.
- 19.2 The Developer has the irrevocable power and authority to appoint the Management Company of the Estate during the aforesaid period and to determine the terms and conditions of such appointment.
- 19.3 Subject to the provisions of this Constitution and the terms of its appointment, the Management Company shall have full power to manage and control the business and affairs of the Association or such portion thereof as may be determined by the Association in a GM, and may exercise all such powers of the Association and do all acts on behalf of the Association itself.
- 19.4 During the Development Period, the Developer will determine the fees or remuneration to be paid by the Association to the Management Company and the other terms and conditions of its appointment, which fees will be agreed upon by the parties to the relevant agreement, provided that fees thus payable must be allowed for in the budget of the Association.
- 19.5 After the Development Period and upon the termination of an appointment of the Management Company by the Developer in terms of Clause 19.1 of this Constitution, or in the event that an existing Management Company's appointment is terminated, a successor Management Company shall from time to time be appointed by the Association in a GM and the Members shall determine the fees or remuneration to be paid by the Association to such Management Company and all the other terms and conditions of their appointment, it being contemplated that at all times the affairs of the Association will be entrusted in whole or part to a professional Management Company with appropriate executive powers so as to conform to the requirements of good corporate governance.



19.6 The Developer, during the Development Period and thereafter the Board may enter into agreement with any third party for the provision of facilities or services, outside of the nominated service providers appointed by the Management Company, to or for the Members, and may levy charges in respect of the provision thereof, or may pass on such costs direct to the Members. The Members will accordingly be bound by all agreements/appointments this done by the Developer and any agreements concluded by the Developer for the leasing or purchase of all equipment or infrastructural assets, or for the provision of security for the Estate, or for the provision of any other service or supplies for the Estate which the Developer may consider necessary in its discretion, even where such contracts or commitments include the payment of costs or outgoings on an ongoing basis. It is recorded that, without limitation, the Developer intends to conclude agreements for the maintenance of the landscaping and gardens, the hire or supply of electronic surveillance equipment, telephone and telecommunication services and monitoring and detection equipment for security purposes relating to the perimeter of the Estate.

20. MEETINGS OF THE ASSOCIATION

20.1 Notwithstanding the provisions hereof, the Developer must convene the first AGM within 60 (Sixty) days of the transfer of the first Land Unit arising from the subdivision of the Land or within a period of 2 (two) Years of the transfer of the first Land Units, whichever is the earlier. The Developer must, within 60 (Sixty) days after the first AGM, notify the Local Authority that the meeting was held and provide the Local Authority with a copy of the minutes of the meeting.

20.2 Notwithstanding any of the provisions hereof, the Developer shall, during the Development Period, be entitled at any GM to:

20.2.1 Appoint a sufficient number of Trustees to ensure that the Developer has majority of such Trustees at all times, and

20.2.2 Act as the Chairperson.

20.3 After the Development Period, the following provisions shall apply:

20.3.1 The Association shall within 6 (Six) months after the end of its Financial Year hold a GM as its AGM in addition to any other GM's during that year, and shall specify the meeting as such in the notices of meeting.

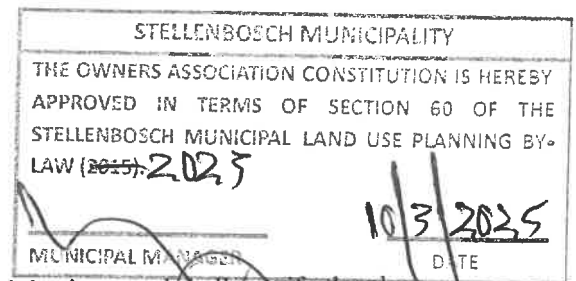
20.3.2 GM's shall be held at such time and place as the Board shall decide from time to time.

20.3.3 All meetings including any AGM and the SGM, shall be called GM's.

20.3.4 The Board may, whenever they deem fit, convene a GM. A GM may also be convened by the Board on a requisition made by the Members.

21. NOTICES OF MEETINGS

21.1 An AGM shall be called by not less than 21 (Twenty-One) Clear Days' notice in writing and any other GM shall be called by not less than 14 (Fourteen) Clear Days' notice in writing. The notice of an AGM shall be accompanied by a copy of the financial statements as referred to in Clauses 26.4 and 26.5 and shall be given to all Members and shall be exclusive of the day on which



it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting. A meeting called by shorter notice shall be deemed to have been duly called if it so agreed by a simple majority of the Members having the right to attend and to vote at the meeting.

21.2 The accidental omission to give notice of any resolution or to transmit any document required to be given or sent in terms of this Constitution, shall not invalidate the proceedings of any meeting or any resolution passed at any meeting. Furthermore, the non-receipt of notice of a meeting by any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

21.3 The AGM shall deal with the consideration of the Management Company's report, the consideration of the annual financial statements, the election of Trustees, if applicable, the appointment of an Auditor and may deal with any other business included in the notice of the meeting.

22. PROXIES

22.1 A Member may be represented at a GM by a proxy, who must himself be a Member of the Association.

22.2 To be effective at a GM or adjourned GM, a proxy together with the original or a notarially certified copy of a power of attorney or other authority under which it is signed must be lodged with the Association at least 48 (Forty Eight) hours before the commencement of the GM or adjourned GM concerned but the Board may from time to time determine that such documents:

22.2.1 are to be lodged at a particular place

22.2.2 are to be lodged a certain number of hours, not exceeding 48 (Forty-Eight) in all, before the meeting;

22.2.3 may be lodged at any time before or during the meeting. Notwithstanding the foregoing, the Chairperson of the meeting may agree to accept a proxy tendered at any time before or during the meeting.

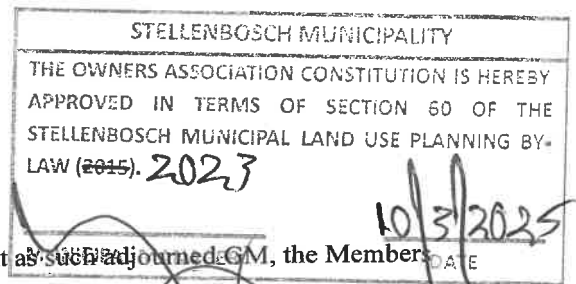
22.3 A proxy will be valid for the specific GM it was granted and not for any other meeting, including an adjourned GM.

22.4 The instrument appointing a proxy shall be in such form that is acceptable to the Chairperson of the GM or adjourned GM in respect of which it is tendered and the decision of the Chairperson as to what is or is not acceptable will be binding on all the Members.

23. QUORUM

23.1 No business shall be transacted at a GM unless a quorum is present both when the GM proceeds to business and when any resolution is to be passed. Save as otherwise provided in this Constitution 50% (Fifty Percent) of the Members other than the Developer present in person, or by proxy, shall constitute a quorum provided that at least three Members are present in person at the commencement of and for the duration of such GM.

23.2 If within 15 (Fifteen) minutes after the time appointed for the commencement of a GM or within such extended period as the Chairperson may allow, a quorum is not present, the GM shall be dissolved if it was convened on requisition. In all other cases the GM shall stand adjourned to the same place at the same time on the same day of the next week or to such other place, time and day



as the Chairperson may determine. If a quorum is not present at such adjourned GM, the Members present shall constitute a quorum.

24. ADJOURNMENT BY CHAIRPERSON

24.1 The Chairperson of a GM may adjourn the meeting from time to time and from place to place if the meeting approves of each adjournment by simple majority of all votes cast at the meeting. In the event of such an adjournment:

24.1.1 No notice need be given of the adjourned GM save for an announcement at the original GM of the date, time and venue of the adjourned GM, unless the GM 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 GM;

24.1.2 Only business left uncompleted at the original GM may be transacted at the adjourned GM.

25. VOTING RIGHTS OF MEMBERS

25.1 Only Members shall be entitled to vote on matters raised at GM's.

25.2 At every GM:

25.2.1 each Member, present in person or by proxy and entitled to vote, shall have 1 (One) vote.

25.2.2 during the Development Period the Developer shall as Member be entitled to 150 (One Hundred and Fifty) additional votes in addition to its one vote.

25.3 Save as provided in this Constitution no person other than a Member duly registered and who shall have paid every Levy, Special Levy and other amount, if any, which may be due and payable to the Association and Body Corporate (if applicable) 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 matter, either personally or by proxy at any GM.

25.4 Voting at GM's 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 by the Chairperson. If a poll is demanded, it shall be taken in such a manner as the Chairperson may direct.

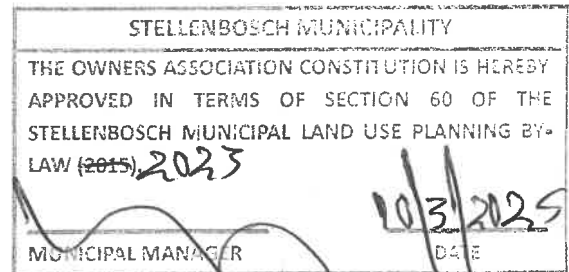
25.5 Subject to the provision of this Constitution, all resolutions shall be passed by Ordinary Resolution. If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter, such difficulty or dispute is to be determined by the Chairperson whether or not scrutinizers might have been appointed to count the votes, and his decision shall be final and conclusive.

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

25.6.1 written notice of the revocation is received by the Association prior to the meeting concerned, or

25.6.2 the Chairperson agrees to accept written or oral notice of such revocation at the GM.

25.7 No objection shall be raised to the admissibility of any vote except at the GM or adjournment GM at which the vote objected to is cast and every vote not disallowed at such GM shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the GM



whose decision shall be final and conclusive.

25.8 A declaration made in good faith by the Chairperson of a GM to the effect that, either on a show of hands or on a poll, a resolution has or has not been passed shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed.

25.9 Any resolution which could be passed at GM, other than a Special Resolution or a resolution to remove a Trustee or Auditor, may be passed without a GM being held if one or more copies of the resolution are signed by or on behalf of a simple majority of all the Members entitled to vote at a GM.

26. ACCOUNTING RECORDS

26.1 The Board shall cause such accounting records to be kept as are necessary fairly to present the state of affairs and business of the Association and to explain the transactions and financial position of the trade or business of the Association.

26.2 The accounting records shall be kept at the registered Office of the Association or at such other place or places as the Board think fit, and shall be open to inspection by the Board at all reasonable times during business hours.

26.3 The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Association shall be open to 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 may be authorized by the Trustees.

26.4 At each GM the Board shall lay before the Association financial statements for the immediately preceding Financial Year of the Association or, in the case of the first period after the date of commencement of the Association, made up for that period. Such financial statements shall be drawn in accordance with generally accepted accounting practices, and shall be accompanied by such additional reports as may be necessary at the discretion of the Board.

26.5 A copy of the financial statements which are to be laid before the Members in AGM shall, not less than 21 (Twenty One) days before the date of the meeting, be sent to every Member of the Association, provided that this Clause shall not require that a copy of those documents be sent to any person of whose address the Association is unaware.

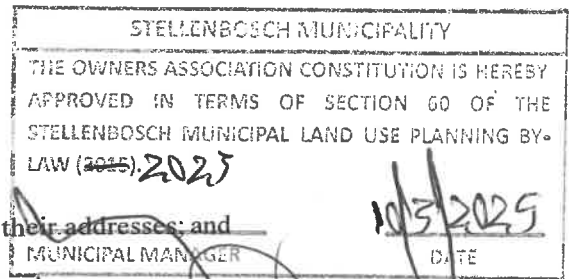
26.6 The Members shall, by way of Ordinary Resolution passed at a GM, nominate the Auditors of the Association and the secretary of the Association from time to time, provided that for the duration of the Development Period, the Developer may nominate the Auditors and the secretary of the Association.

26.7 The Financial Year end of the Association shall be the last day of December of each year.

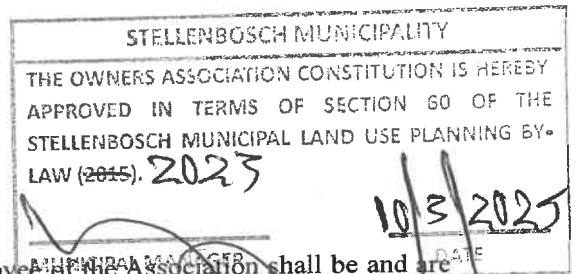
26.8 The Board shall cause proper books of account and records to be kept so as to fairly explain the transactions and financial position of the Association, which books of account and records shall include –

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

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



- 26.8.3 a register of Members showing, in each case, their addresses; and
- 26.8.4 individual ledger accounts in respect of each Member.
- 26.9 The Board shall cause all books of account and records to be retained for a period of 7 (Seven) years after completion of the transactions, acts or operations to which they relate.
- 26.10 Once at least in every year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by the Auditors.
- 26.11 The duties of the Auditors shall be regulated in accordance with general practice and applicable professional standards applicable in the Republic of South Africa.
- 26.12 The Management Company must provide the Board with a monthly trial balance on the second business day of each and every consecutive month. The Board must consider each trial balance and must take appropriate action to manage the financial situation and cash-flow of the Association effectively.
27. SERVICE OF NOTICE
- 27.1 Notices may be given by the Association to any Member either at the address indicated by him, or by sending it by courier or via e-mail to his appointed e-mail address to such Member at the address (if any) within the Republic of South Africa supplied by him to the Association for the giving of notices to him.
- 27.2 Notice of every GM shall be given:
- 27.2.1 to every Member of the Association;
- 27.2.2 to the accounting officer for the time being of the Association;
- 27.2.3 to any Professional Trustee;
- 27.2.4 to the Estate Manager.
- 27.3 No other person shall be entitled to receive a notice of GM's.
- 27.4 Any notice by email shall be deemed to have been served at the time when a delivery receipt is electronically generated, and in proving the giving of the notice by email, it shall be sufficient to prove that the notice was properly addressed and emailed to the last known address of the Member.
- 27.5 The signature to any notice given by the Association may be written or printed or partly written and partly printed.
- 27.6 When a given number of days' notice or notice extending over any other period is required to be given, the day on which it is served or deemed to be served and the day for which it is given shall not be counted in such number of days or period.
28. INDEMNITY
- 28.1 The Developer, the Trustees, the Professional Trustees, the Estate Manager, the Auditors and the



Management Company, and each servant, agent or employee of the Association shall be and are hereby indemnified by the Association against any liabilities bona fide incurred by them in their respective capacities in the proper discharge of any of their duties including, without limitation, the costs of defending any proceedings, civil, criminal or otherwise arising out of the due execution by them of their duties, and including all costs, losses and expenses, including traveling expenses which they or any of them may incur or becomes liable for by reason of any contract entered into, or any act or deed done, by them in the due discharge of any of their respective duties.

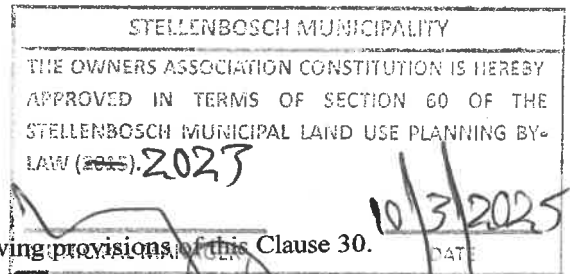
- 28.2 A Trustee, the Developer, Professional Trustee or the Estate Manager shall not be liable for the act or omission of the Management Company, Auditors or of any of the other Trustees whether in their capacity as such or as Chairperson, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of any security in or upon which monies of the Association are invested, or for loss or damage arising from the insolvency or wrongful act of any person with whom any monies, securities or effects are deposited, or for any loss or damage occasioned by any bona fide error of judgement or oversight on his part, or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties in relation thereto, unless same shall have occurred as a result of mala fides, breach of duty or breach of trust.
- 28.3 The Developer and the Management Company are hereby irrevocably indemnified against any loss or any possible damages or claim for damages that the Association, any Sub-Association, Body Corporate, Member, Occupant, of any Land Unit may suffer as a result of any installation of any service or facility, including but not limited to the swimming pool, play equipment, gym equipment, irrigation dam, on the Estate or any act or conduct by the Developer in the exercising of the Development Rights, whether that such damage was caused by any omission or negligent act of the Developer.
- 28.4 Any person using any of the Services, Communal Property or Recreational Erven, or any other facilities of the Association within the Estate, does so entirely at his own risk.
- 28.5 The right of admission to the Estate is, during the Development Period, reserved in favour of the Developer and the Association and thereafter in favour of the Association.

29. CONDITIONS IMPOSED BY LOCAL AUTHORITY

- 29.1 During the Development Period, this Constitution may from time to time be amended, without the need to be approved by the Association in GM, so as to comply with the requirements from time to time of the Local Authority in relation to the conditions of establishment for the Estate or any subdivisions thereof, or any other land which may be added to the Estate by the Developer, in his sole discretion.
- 29.2 The Developer and every Member must at all times, during and after the establishment of the Estate, conform to the Development Controls.

30. DETERMINATION OF DISPUTES

- 30.1 Any disputes arising out of or in connection with this Constitution must be determined in accordance with this Clause 30 except where an interdict is sought for urgent relief which may be obtained from a court of competent jurisdiction.
- 30.2 On a dispute arising (not money or a debt to the Association), the parties who wishes to have the dispute determined must notify the other party thereof. Unless the dispute is resolved amongst the parties to that dispute within 14 (Fourteen) days after such notice, either of the parties to the dispute



may refer the same to determination in terms of the following provisions of this Clause 30.

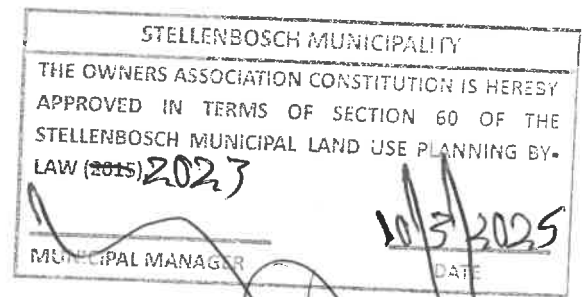
- 30.3 If a party exercises his right in terms of Clause 30.2 to refer the dispute for determination, such dispute shall be referred to the following who shall in each case have a minimum of 10 (ten) years' experience in their field:
- 30.3.1 If the dispute is primarily an accounting or financial matter, a practicing-chartered accountant with at least 10 (Ten) years standing;
 - 30.3.2 if the dispute is primarily a legal matter or a matter relating to the behavior and or conduct of a Member, a practicing attorney or advocate with at least 10 (Ten) years standing;
 - 30.3.3 if the dispute primarily relates to the nature of buildings, structures, installations or equipment, a practicing Architect with at least 10 (Ten) years standing;
 - 30.3.4 if the dispute primarily relates to the size of form of the Land or the position, height or size of buildings, structures, installations or equipment, a practicing Land surveyor with at least 10 (Ten) years standing.
- 30.4 If the parties are unable to agree on the appointee as provided for in Clause 30.3 within 3 (Three) days of being requested to do so, then the person shall be nominated by the President for the time being of the Legal Practice Council of Cape Town.
- 30.5 The person appointed as provided for in Clause 30.3 shall in all respects act as an expert and not as an arbitrator.
- 30.6 The proceedings shall be on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the principles of justice.
- 30.7 The parties shall use their best endeavors to procure that the decision of the expert shall be given within 21 (Twenty-One) days or so soon thereafter as possible.
- 30.8 The decision of the expert shall be final and binding upon all parties and capable of being made an order of court on application by any of them.
- 30.9 The costs of and incidental to any such proceedings, including the fees of the expert, shall be in the discretion of the expert who shall be entitled to direct the allocation of the costs, and whether they shall be taxed as between "party and party" or as between "attorney and client".
- 30.10 The provisions of this Clause 30 constitute the irrevocable consent of the parties to any proceedings in terms thereof and none of the parties shall be entitled to withdraw there from or claim in any such proceedings that they are not bound by such provisions.
- 30.11 The provisions of this Clause 30 shall be deemed to be severable from the remainder of the Constitution and shall remain binding and effective as between the parties notwithstanding that this Constitution may otherwise be cancelled, amended or declared of no force and effect for any reason.
- 30.12 Notwithstanding anything to the contrary contained in this Constitution the Trustees shall be entitled to institute legal proceedings of whatsoever nature on behalf of the Association by way of application, action or otherwise in any court having jurisdiction for any purpose whatsoever relating to any matter in respect of any of the provisions of this Constitution and any of its

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
2023	10/3/2025
MUNICIPAL MANAGER	DATE

annexure, including any amendments or additions thereto.

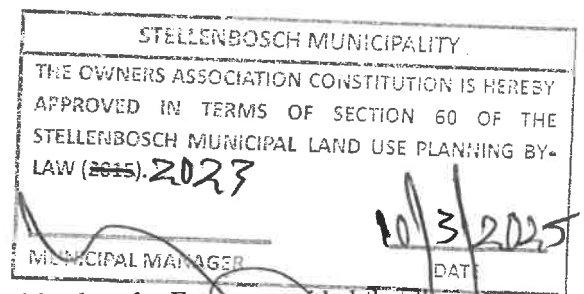
31. AMENDMENT OF CONSTITUTION AND RIGHTS AND OBLIGATIONS OF THE LOCAL AUTHORITY

- 31.1 During the Development Period, the Developer may, without the approval of the Members of the Association, amend, substitute and repeal any provision of this Constitution with the approval of the Local Authority. Any such amendments as contemplated herein will only be communicated by the Developer to the Management Company and the Developer will therefore not be obliged to communicate these changes to the Members.
- 31.2 No provision of this Constitution shall be added to, amended, substituted or repealed without the prior written consent of the Developer for the duration of the Development Period.
- 31.3 Subject to the provisions of Clauses 31.1 and 31.2 above, any such addition, amendment, substitution or repeal shall require the approval of at least a Unanimous Resolution at a GM specifically called for such purpose, and the notice of such meeting shall, in addition to complying with the other requirements of this Constitution, set out in specific terms the proposed addition, amendment, substitution or matter to be repealed. Any provision in the best interest of the Estate or the Members may never be deleted from the Constitution.
- 31.4 Any reference herein to this Constitution shall mean and include a reference to this Constitution as may from time to time be amended in accordance with the provisions of this Clauses 29 and 31 of this Constitution.
- 31.5 Any amendment of the Constitution, in terms of Clauses 29 or 31 of this Constitution, will only become effective once certified by the Local Authority in terms of the SMLUP.
- 31.6 The certified copy of the Constitution is deemed to be the Constitution of the Association.
- 31.7 The Local Authority is exempted from liability for any damage which may be caused by its certification of the Constitution or any amendment thereof or by a loss of the Constitution lodged with the Local Authority.
- 31.8 If the Association fails to meet any financial obligation or if the Association fails to control and manage the Private Open Space, Private Roads and the Communal Areas, the Services or amenities arising from the development of the Estate under the Association's control for the benefit of the Members, and the Local Authority believes that the Members are adversely affected by the failure, the Local Authority may take appropriate action to rectify the failure. The Local Authority may recover any expenditure in respect thereof from the Association or the Members, who are jointly liable. This expenditure will be considered as part of the Levies of Special Levies.
- 31.9 If the Association fails to meet any obligations in this Constitution and the Local Authority believes that the community is adversely affected by the failure, the Local Authority may take appropriate action to rectify the failure. In this instance, the following terms and conditions will prevail:
- 31.9.1 The Local Authority may recover any expenditure in respect of the action contemplated above from the Association, its Members, who are jointly liable;
- 31.9.2 The amount of any expenditure so recovered will be considered to be expenditure incurred in connection with the Association for the purposes of recovering expenditure incurred in connection with the Association from its Members;



32. GENERAL

- 32.1 The Trustees or the Management Company or their employees, agents or contractors shall be entitled and shall have the right to enter any Land Units for the purpose of repairing, maintaining or installing any facilities, Services, equipment or structures relating to the provision of security or any other service to the Estate generally.
- 32.2 The provisions of this Constitution shall be binding upon all Members and, insofar as they may be applicable to all persons occupying any Land Unit through or under any Member, whatsoever the nature of such occupation.
- 32.3 The Developer may at any time, in writing, cede and assign all or any of its rights or obligations in terms of this Constitution to any transferee of its choice and such transferee shall be entitled to take transfer of all such rights and obligations.
- 32.4 The Developer may, at any time in writing, abandon in whole or in part, any of its rights.
- 32.5 The Developer, during the Development Period, and thereafter, the Board, may appoint only 1 (One) service provider for the provision of any kind of service or product to the Estate, the Members, any Sub-Association, Body Corporate or Occupant. The Members, Sub-Associations, Body Corporates and/or Occupants will be bound by such appointment being made. This condition will be binding and of full force and effect on all appointments to be made or agreements to be concluded with such service provider, as may be provided for in the Constitution, or in the discretion of the Developer during the Development Period, and the Board, after the Development Period.
- 32.6 Each Member is liable for the landscaping of all the road verges and pavements bordering his/her Land Unit as per the Landscape Plan and the Landscape Guidelines.
- 32.7 Each Body Corporate is liable for the landscaping of all the road verges and pavements bordering its Common Property as per the Landscape Plan and the Landscape Guidelines.
- 32.8 All the Land Units are subject to the servitudes as mentioned in the Title Deed of the Land, the Subdivision Diagram in respect of each phase of the Estate and all servitudes as may be imposed by the Local Authority and or during the Development Period, by the Developer. All of the above servitudes include the unrestricted right of access over any Land Unit in favour of the holder of any servitude.
- 32.9 Should the Developer or the Board, at any time, decide to construct carports in respect of any Land Unit, Erf, Sectional Title Scheme, the Commercial Erven, the Institutional Erven or the Recreational Erven, such carports must be uniform, must all be constructed simultaneously and must be approved by the ARC.
- 32.10 The Developer may, during the Development Period, add further land to the Estate. In this instance, the Constitution must be amended by the Developer, with the approval of the Local Authority, to provide for the addition of land to the Estate. The Local Authority may prescribe conditions pertaining to the incorporation of the additional land. It is recorded that the owners/occupants of the additional land will ipso facto become Members of the Association and will be subject to all the rights and obligations of a Member, as provided for in this Constitution, including, but not limited to, the payment of Levies. The details of the additional land must be announced to the current Members at a GM. For the avoidance of doubt, it is recorded that no Member will have the



right to vote or object to the requisite addition of additional land to the Estate, provided that the Developer conform to the conditions imposed by the Local Authority or any other relevant authority.

33. MANAGEMENT OF THE RECREATIONAL ERVEN AND FACILITIES

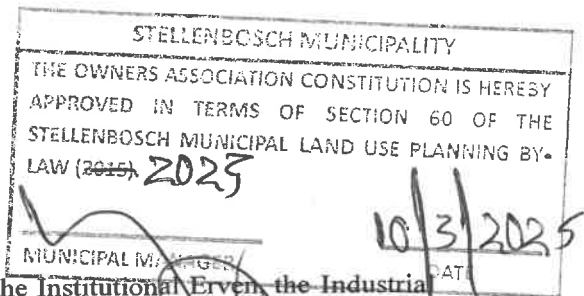
- 33.1 The Developer will remain the Owner of the Recreational Erven until such Erven is sold by the Developer to a Third Party Purchaser.
- 33.2 The usage of the Recreational Erven will be for the benefit of all Members and Occupants but will at all times be under the control and management of the Developer or its nominated entity, in its sole discretion.
- 33.3 The Developer or its nominated entity may charge an entrance fee in respect of any portion of the Recreational Erven, for its own benefit and account.
- 33.4 The Developer may let the Recreation Erven and all the improvements thereon to a third party of its choice, for its own benefit and account.
- 33.5 The right of access is strictly, and all times reserved in favour of the Developer or its nominated entity.
- 33.6 The Developer or its nominated entity may at any time apply for a Liquor License in respect of the Recreational Erven. The liquor license will vest in the name of the Developer will be for the exclusive use of the Developer or its nominated entity, and no Member may object to the approval of the Liquor License.

34. RE-SALE OF LAND UNIT

- 34.1 A Member may not sell or Alienate its Land Unit or any component thereof during the Restriction Period to a Third-Party Purchaser, without the prior written consent of the Developer. It is recorded that such Owner will be liable for the payment of a consent fee and an administration fee to the Developer and the Member is furthermore obliged to utilize the draft Agreement of Sale prescribed by the Developer, during the Development Period, and thereafter by the Board, and to appoint the Attorney's appointed by the Developer to effect registration of transfer.
- 34.2 An administrative fund will be established by the Association to ensure the proper upkeep and maintenance of all communal property in the Estate, on the sale of any Land Unit in the Estate, a special Levy of 1% of the Purchase Price of such Land Unit will be payable into the administrative fund so created by the Association, which levy will be payable by the Estate Agent or, in the case of a private sale, will be payable by the Seller.

35. SECURITY COMPANY

- 35.1 It is recorded that the Developer, during the Development Period and thereafter the Board, will be entitled to appoint a single Security Company during the Development Period on terms and conditions to be determined by the Developer or the Board, as the case may be, in its sole discretion.
- 35.2 The Association, each Sub-Association and/or Body Corporates, as the case may be, may only utilize the services of the single Security Company appointed by the Developer, during the Development Period, and thereafter by the Board, for the whole of the Estate.
- 35.3 The services of the appointed Security Company must be utilized by the Management



Company, and any Owners of the Commercial Erven, the Institutional Erven, the Industrial Erven, and the Recreational Erven.

- 35.4 The Security Company may utilize camera equipment on all the Public Roads, Erven, Communal Property, Common Property or any designated servitudes, subject to the condition that the privacy of each of any Member/Occupant of a Land Unit, must at all times be respected and honored as far as possible.
- 35.5 All Sub-Associations and/or Body Corporates may connect and utilize the services of the central camera system, at its own cost.
- 35.6 The security services must at all times be rendered by such Security Company at market related prices.
- 35.7 The Association and/or the Developer will not accept any responsibility or liability in respect of any damages caused by the Security Company and/or any of its employees or vehicles utilized.
- 35.8 Each Member/Occupant of a Land Unit must at all times allow access to the Security Company in respect of all optic fibre cables as indicated on the camera plan, which plan is available from the Developer, at no cost. It is furthermore recorded that the polls indicated on the camera plan, may never be removed without the consent of the Security Company and the Board.

36. ELECTRICAL SUBSTATIONS

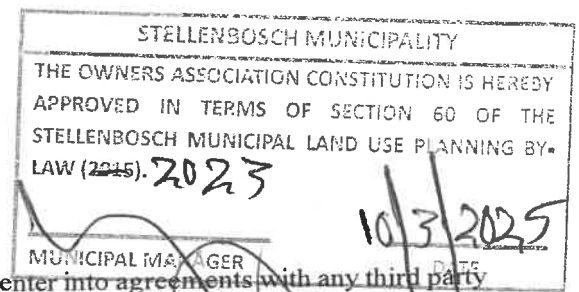
It is recorded that Erf 13 and Portion 34 (the portion number will change once the individual subdivision diagrams have been approved), indicated on the SDP, and further Erven as may be required by the Local Authority or Eskom, may be used by the Local Authority or Eskom or may be transferred by the Developer to the Local Authority or Eskom, as the case may be, for the purposes of electrical substations.

37. GAS INSTALLION – CERTIFICATE OF CONFORMITY

In the event of their being a gas installation on any Land Unit, the Member shall at his costs be obliged to obtain a certificate of conformity in respect of such installation as is required by the Occupational Health and Safety Act, No 85 of 1993, Regulation 17(3) of the Pressure Equipment Regulations of 2009. The Association and/or its agents will have reasonable access to any Land Unit for the purposes of inspection of such gas installation. Should any repairs be required by the Association or its agent to the gas installation, such repairs will be for the costs of the Owner. It is recorded that the Owner must supply the Board with the required Certificate of Conformity, once every year. No gas installation in excess of 7 (seven) kilograms may be installed on any Land Unit without the prior written consent of the Board.

38. AGREEMENTS CONCLUDED ON BEHALF OF THE ASSOCIATION

- 38.1 It is recorded that the Developer will be allowed to enter into agreements and appoint any service provider on behalf of the Association for a period, to be in a discretion of the Developer, which agreements and/or appointments will be effective on the Association and its Members before or after the Development Period, provided that such service provider fulfil all its obligations and all the other terms and conditions of the agreement thus concluded. It is recorded that the agreements thus concluded include the Management Company, the Security Company, a garden services company, the Utility Company and Electrical and Water metering Companies, but not limiting any further agreements or appointments by the Developer.

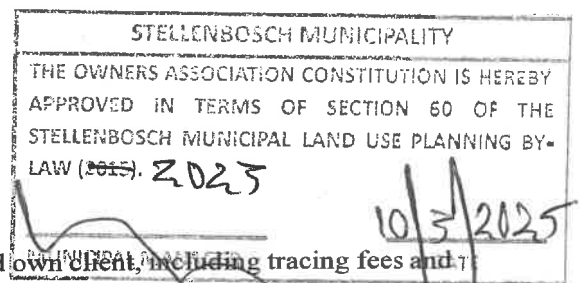


- 38.2 The Association may, after the Development Period, enter into agreements with any third party for the provision of facilities or services to or for the Members, and may levy charges in respect of the provision thereof, or may pass on such costs directly to the Members.
- 38.3 The Members will be bound by all agreements/appointments concluded by the Developer for the leasing or purchase of all equipment or infrastructural assets, or for the provision of security for the Estate, or for the provision of any other service or supplies for the Estate which the Developer may consider necessary in its discretion, even where such agreements/appointments or commitments include the payment of costs or outgoings on an ongoing basis. It is recorded, without limitation, that the Developer intends to conclude agreements for the hire or supply of electronic surveillance, monitoring and detection equipment for security purposes relating to the perimeter of the Estate.

The Developer, during the Development Period, and thereafter, the Board, may appoint only 1 (One) single service provider for the provision of any kind of service or product to the Estate, the Members, any Sub-Association, Body Corporate, or Occupant. The Members, Sub-Associations, Body Corporates and/or Occupants will be bound by such appointment being made. This condition will be binding and of full force and effect on all appointments to be made or agreements to be concluded with such service provider, as may be provided for in the Constitution, or in the discretion of the Developer during the Development Period, and the Board, after the Development Period.

39. BREACH AND PENALTIES

- 39.1 Any Owner or Occupant contravening any of the terms and conditions of this Constitution and/or the Governing Rules may receive a written warning from the Board or the Management Company, as well as a penalty, the amount to be determined in terms of the Governing Rules by the Board, from time to time, for each infringement. Should the trespasser be a guest of an inhabitant, the Board reserves the right to act in terms of this rule against such inhabitant, who shall be liable for the behavior of his guest. This reservation does not impinge on any other rights of the Board or any others' rights which the Board may have against any such trespasser or inhabitant.
- 39.2 Each penalty may be levied against the Owners Levy account for each infringement and each Owner will be liable to pay such amount promptly.
- 39.3 For the enforcement of the Governing Rules, the Conduct Rules or any of the provisions of this Constitution generally, the Board or the Management Company may:
- 39.3.1 give notice to the Member concerned to remedy any breach within such period as they may determine;
 - 39.3.2 take or cause to be taken such action as they deem fit to remedy the breach of which the Member, or Occupant concerned may be guilty and debit the cost thereof, which shall be a debt due to the Association, to his Levy account, and which shall be payable as part of his Levy on the first day of the following month, and
 - 39.3.3 impose a fine on the Member, or Occupant concerned, which amount shall be a debt due to the Association, shall be debited to his Levy account and shall be payable as part of his Levy on the first day of the following month.
- 39.4 Should the Board or Management Company institute legal proceedings against any Member or Occupant, for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member, Owner or

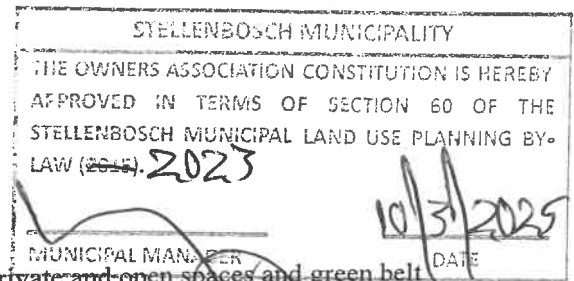


Occupant concerned, calculated as between attorney and own client, including tracing fees and collection commission.

- 39.5 In the event of any breach of the Governing Rules or of any of the provisions of this Constitution by any person residing on a Land Unit of a Member or his guests, employees, contractors, and sub-contractors or agents, such breach shall be deemed to have been committed by the Member himself; but without prejudice to the foregoing, the Board or Management Company may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, in addition to any action which might be taken against the Member concerned.
- 39.6 Whenever the Board, the ARC or the Management Company consider that the appearance of any Land Unit or buildings owned by a Member is such as to be unsightly or injurious to the amenities of the surrounding area or the Estate generally, the Board or the Management Company may serve notice on such Member to take such steps as may be specified in the notice to eliminate such unsightly or injurious condition. Should the Member fail within a reasonable time, as specified in such notice, to comply therewith, the Board or Management Company or their employees, agents or contractors may enter upon the Land Unit or buildings concerned and take such steps as may be necessary and recover the costs thereof from the Member concerned, which costs shall be deemed to be a debt owing by that Member to the Association.
- 39.7 The Board or the Management Company shall be obliged to give such notice to act reasonably. In the event of any dispute, the Member shall bear the onus of establishing that the Board or the Management Company acted unreasonably.
- 39.8 If a Member fails to comply with any obligation contained in this Clause 41, the Developer, for the duration of the Development Period, and thereafter, the Board, shall be entitled, but not obliged, in addition to any other rights which they may have or remedies which may be available to them in terms of this Constitution or otherwise in law, to –
- 39.8.1 impose a daily financial penalty, the amount of which shall be determined from time to time by the Developer or the Board (as the case may be), on notice to the Owner, should the Owner fail to comply with any obligations contained in this Clause 41; and
 - 39.8.2 enter upon any Land Unit in order to inspect that Land Unit and any improvements constructed thereon; and
 - 39.8.3 The Owner will be liable and obligated to perform all such work and required actions, irrespective of whether his Levies or Special Levies are paid up to date, or not.

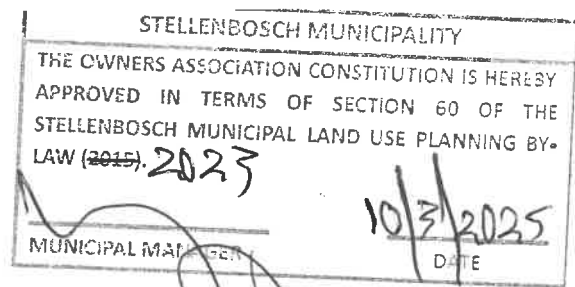
40. UTILITY SERVICES AND WASTE MANAGEMENT

- 40.1 Stellenbosch Bridge Properties (SBP) is the exclusive landowner of the Development Land.
- 40.2 SBP will over time sell pockets of approved land, with the accompanying development rights to individuals and sub-developers that are desirous of developing and establishing light industrial, residential, commercial, mixed-use, medical and educational precincts (collectively referred to as end-users) buildings, nodes and precincts.
- 40.3 SBP will furthermore deploy road infrastructure that includes sidewalks and verges throughout the The Bridge, linking all the various precincts together. SBP will into perpetuity own the common



land made up of roads, sidewalks and verges, as well as all private and open spaces and green belt areas.

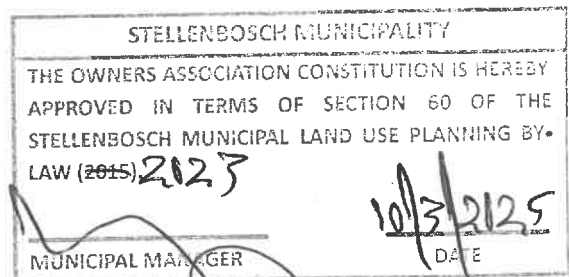
- 40.4 SBP is responsible for deploying road, sidewalk and verge infrastructure on a roll-out schedule approved by its shareholders, starting with the Light Industrial zones – this will be followed by the mixed-use and residential precincts.
- 40.5 The deployment of world-class municipality-style Utility services plays an important role in the establishment of a large-scale development such as The Bridge and to this extent, SBP has identified the need for the establishment of a Utility Company responsible for the deployment, ownership and long-term management and maintenance of all the various Utility services. Stellenbosch Bridge Utilities (Pty) Ltd (SBU) has been established to be the owner and operator of all Utility services at The Bridge.
- 40.6 These Utility services include, yet are not limited to the following:
- 40.6.1 Information and Communications Technology (ICT) Services over fibre, deployed on an open access, carrier-neutral basis;
 - 40.6.2 Electricity Smart Grid Services, incorporating renewable sources and smart switching technologies;
 - 40.6.3 Resilient Water Infrastructure and Water Management Services;
 - 40.6.4 Efficient Waste Infrastructure and Management Systems and Services;
- 40.7 The deployment of first-world infrastructure, combined with the delivery of professional management and maintenance services are essential when planning the deployment of a City of the size and extent of The Bridge.
- 40.8 The building of road infrastructure, sidewalks and verges link different end-users throughout The Bridge.
- 40.9 The deployment of the various Utility services follows these road, sidewalk and verge routes and servitudes.
- 40.10 It is critical to deploy the various Utility services with foresight from the outset, as to prevent the need to over time re-trench within the roads, sidewalks and verge servitudes for the re-deployment of the Utility services.
- 40.11 It is therefore paramount for SBP to appoint SBU on an up-front basis to deploy, own, service and maintain on an exclusive, single-trench and into-perpetuity basis the Utility infrastructure whilst the roads, sidewalks and verges are being built and established.
- 40.12 SBP has appointed SBU, as sole and exclusive Utility infrastructure, management, maintenance and services provider.
- 41.13 The appointment by the Developer of the aforementioned entities as well as the mandatory fees payable to SBU, will be binding upon the Association and its Members.
- 41.14 The initial agreement will be concluded between the Developer and the Utility Company at a compulsory fee, payable for the provisioning of said utility services by each Member and included in the monthly Levy account, plus a yearly market-related escalation.
- 41.15 Ownership of the equipment and infrastructure used by any member or occupant will always vest in the Utility Company.
- 41.16 The Developer may conclude a further service level agreement pertaining to the maintenance of the utility services.



- 41.17 The mandatory fee will be included by the Association in the monthly Levy account and will be collected and paid by the Management Company to the Utility Company. The mandatory monthly fee may not be excluded from the Levies.
- 41.18 The mandatory fee will only become payable by the Member as from the date of registration of transfer of a Land Unit in the name of the Member or on the date of occupation of a Land Unit, whichever event occurs first.
- 41.19 Upfront capital connection fees will be payable for the provisioning of the Utility Services. Connection fees that are not stated currently will be added from time to time. The capital connection fees will be added to the land or property sales price and be payable by the purchaser upon transfer.
- 41.20 The Developer will, for as long as the Developer is the Owner of a Land Unit, not be liable for the mandatory fee or the capital connection fee until the date of occupation or transfer of such Land Unit in favour of a Purchaser or Third Party Purchaser (excluding any affiliated entity of the Developer), whichever event occurs first.
- 41.21 No Member or Occupant may be in possession of or operate or use any illegal trans-receiving devices and / or radio equipment in addition to any other legal equipment which may interfere with the provision of the telecommunication services. The decision of the Developer, during the Development Period and thereafter, of the Board, will be final and binding on any Member or Occupant.
- 41.22 To manage the process of refuse removal in the Development, the agreement to be entered into between the Developer, the Association and Stellenbosch Bridge Utilities (Pty) Ltd will include, inter alia, waste removal services.
- 41.23 Notwithstanding clause 41.10, should the Developer and the Association require the Stellenbosch Municipality to remove refuse from the Development, it will be responsible to provide the Municipality with the relevant infrastructure to perform such removal.
- 41.24 This infrastructure will include a centralized, refuse storage area which is accessible for collection from a public road.
- 41.25 The refuse storage area shall be large enough to store all receptacles needed for refuse disposal on the premises, including all material intended for recycling.
- 41.26 No waste is allowed to be disposed/ stored without a proper 240l wheelie bin.
- 41.27 The size of the refuse storage area depends on the rate of refuse generation and the frequency of the collection of refuse.
- 41.28 For design purposes, sufficient space should be available to store two weeks' refuse.

42. RENTAL STOCK

- 42.1.1 The Developer, or its nominated entity, intends to develop certain Land Units for the purpose of renting all the Sections or portions of any such Land Unit/s.

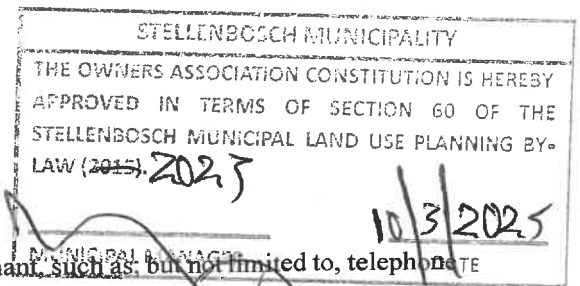


42.2 In this instance, the Developer or its nominated entity:

- 42.2.1 will not be subject to the management and control of those Land Units by the Management Company;
- 42.2.2 will be entitled to manage those Land Units, Body Corporates or Sub-Associations free from any obligations towards the Management Company;
- 42.2.3 shall at all times remain bound by the provisions of the Constitution, the Governing Rules and the Conduct Rules and will be required to ensure and procure compliance therewith by any Occupant. The Association will hold the Developer, or its nominated entity liable for the acts or omissions of all persons occupying the Sections or portions of any such Land Unit/s whether lawfully or unlawfully including without limitation guests, employees, invitees, contractors, sub-contractors or agents;
- 42.2.4 will not be obliged to use any contractors, consultants or service providers appointed by the Board or the Management Company except for the Security Company, Stellenbosch Bridge Utility Pty Ltd and/or any nominated company;
- 42.2.5 will only be obliged to pay Levies, as provided for in this Constitution, in respect of those services supplied by the Association and utilized by the Developer or its nominated entity.

43 LETTING OF LAND UNITS

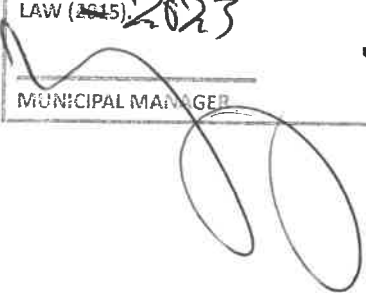
- 43.1 The letting of Land Units will be allowed; however, all Members and Occupants shall be obliged to adhere to the Governing Rules and the Conduct Rules approved by the Board, relating to the letting of Land Units.
- 43.2 All Letting Agents must be accredited by the Board upon the terms and conditions of the EAAP prior to such Agency being mandated by any Owner or allowed access to the Estate for marketing purposes. This appointment will be automatically extended if no objection thereto is received by the Board after the Development Period.
- 43.3 The appointment of any Letting Agent (the "Agent") by the Board, will be subject to the EAAP and to inter alia, but not limited to, the following criteria:
 - 43.3.1 The Agent must deliver written proof to the Board of Public Liability Insurance to the value of at least R5 000 000.00 (Five Million Rand) per claim.
 - 43.3.2 The Agent shall provide written proof to the Board of the registration with a statutory or mandatory authority, thus being able and allowed to Act as a Letting Agent under any applicable legislation.
 - 43.3.3 The Agent and the Owner of the respective Land Unit shall enter into a written agreement in terms whereof the Owner will appoint the Agent to let the Unit and to bind the Agent / Agency to the EAAP, this Constitution and the Governing Rules.
 - 43.3.4 The Agent must inform all the tenants of this Constitution, the Governing Rules and the Conduct Rules applicable on the Land Unit and any short-term occupation agreement must specifically provide that the tenants are bound by and shall abide by the above.



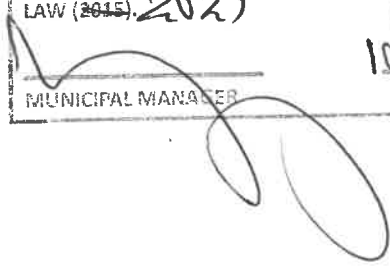
- 43.3.5 The Agent must obtain all contact details of a tenant, such as, but not limited to, telephone numbers (in South Africa and in their country of residence), physical and email addresses as well as copies of official identification documents or passport, which documentation must be obtained and delivered to the Management Company prior to the occupancy of the Land Unit by the tenant.
- 43.3.6 Where an Agent employs any staff, the Agent must ensure that the staff is at all times neatly dressed and clearly identified as an employee of the Agent.
- 43.4 "To Let" signs may only be erected by Members in the windows of Land Units and not any other place on a Land Unit or on the Common Property.
- 44 SELLING OF LAND UNITS BY ESTATE AGENTS
- 44.1 Owners shall only be entitled to utilise the services of a registered Estate Agent, in terms of all applicable legislation, to market its Land Unit.
- 44.2 All Estate Agents must be accredited by the Board upon the terms and conditions of the EAAP prior to them being mandated by any Owner or allowed access to the Estate for marketing purposes. This appointment will be automatically extended if no objection thereto is received by the Board after the Development Period.
- 44.3 Any appointment by an Owner of an Estate Agency is subject to the EAAP, including, inter alia, but not limited to, the following criteria:
- 44.3.1 The Estate Agent shall provide the Board with written proof of registration with the Estate Agency Affairs Board and provide a certified copy of a valid Fidelity Fund Certificate.
- 44.3.2 The Estate Agent must obtain a written mandate from the Owner and provide a copy of such mandate, to the Management Company.
- 44.3.3 The Estate Agent shall comply at all times with all laws, by-laws or any regulation applicable to Estate Agents.
- 44.3.4 Land Units may only be showed on Saturdays and Sundays from 14:00 until 17:30.
- 44.3.5 "For Sale" and "Sold" boards will only be allowed to be erected in the windows of a Land Unit and not at any other place in or outside the Land Unit or on the Common Property.
- 44.3.6 Estate Agents shall at all times accompany a prospective Purchaser and both the Estate Agent and
- 44.3.7 the prospective Purchaser shall comply with all security rules and regulations.
- 44.3.8 The Board is allowed to pass such rules and amendments to these rules and regulations, as they deem necessary
- 44.4 As mentioned in paragraph 34 above, a special maintenance / upkeep levy will be payable to the

Association in respect of the sale of each Land Unit. In the event that an Estate Agent markets and sells an Owner's Land Unit, a portion of the Estate Agent's commission earned on such sale totaling not less than 1% of the Purchase Price of the Land Unit shall be payable to the Association on registration of transfer of the Land Unit into the name of the third party purchaser, provided that should the Owner also be a member of a Sub-Association, 50% of the amount payable as aforementioned from the Estate Agent's commission, shall be payable to such Sub-Association, and 50% of the amount payable as aforementioned from the Estate Agent's commission shall be payable to the Association. If an Owner sells its Land Unit in a private sale, without utilizing the services of an Estate Agent, such Owner shall be liable to pay 1% of the Purchase Price of the Land Unit to the Association on registration of transfer of the Land Unit into the name of the third party purchaser, provided that should the Owner also be a member of a Sub-Association, 0.5% (excluding VAT) of the Purchase Price of the Land Unit shall be payable to such Sub-Association, and 0.5% (excluding VAT) of the Purchase Price of the Land Unit shall be payable to the Association."

-END-

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015).	
 MUNICIPAL MANAGER	2023 10/3/2025 DATE

SITE DEVELOPMENT PLAN

STELLENBOSCH MUNICIPALITY	
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 MUNICIPAL MANAGER	10/3/2023 DATE



REVISION HISTORY:

Rev A: Proposed subdivision of Portion 5 of Farm 742, Part
Portion 3 re-allocation
Rev B:
Rev C: Added new Portion 4 & Adjusted Servitude
Rev D: Re-alignment of Portion 3 & 4 and Rezoning of Portion 3, 4 & 5.
Rev E: Additional servitudes & re-alignment of Portions 3, 4, 33 & 34.
Rev F: Minor cadastral amendments

NOTES:

- Figure ABCDEFGHIJLM represents Portion 5 of Farm 742, Pearl.

- | | |
|---|---|
|  | Proposed 20m pedestrian, access & services servitude. |
|  | Proposed 16m access servitude. |
|  | Proposed 10m municipal sewer servitude. |
|  | Proposed 3.5m municipal water servitude. |
|  | Proposed 5m private services servitude. |
|  | Existing municipal services servitude. |

Time:

PROPOSED SUBDIVISION & ZONING PLAN

SCALE:

1:10 000 (A3)

PROPERTY DESCRIPTION:

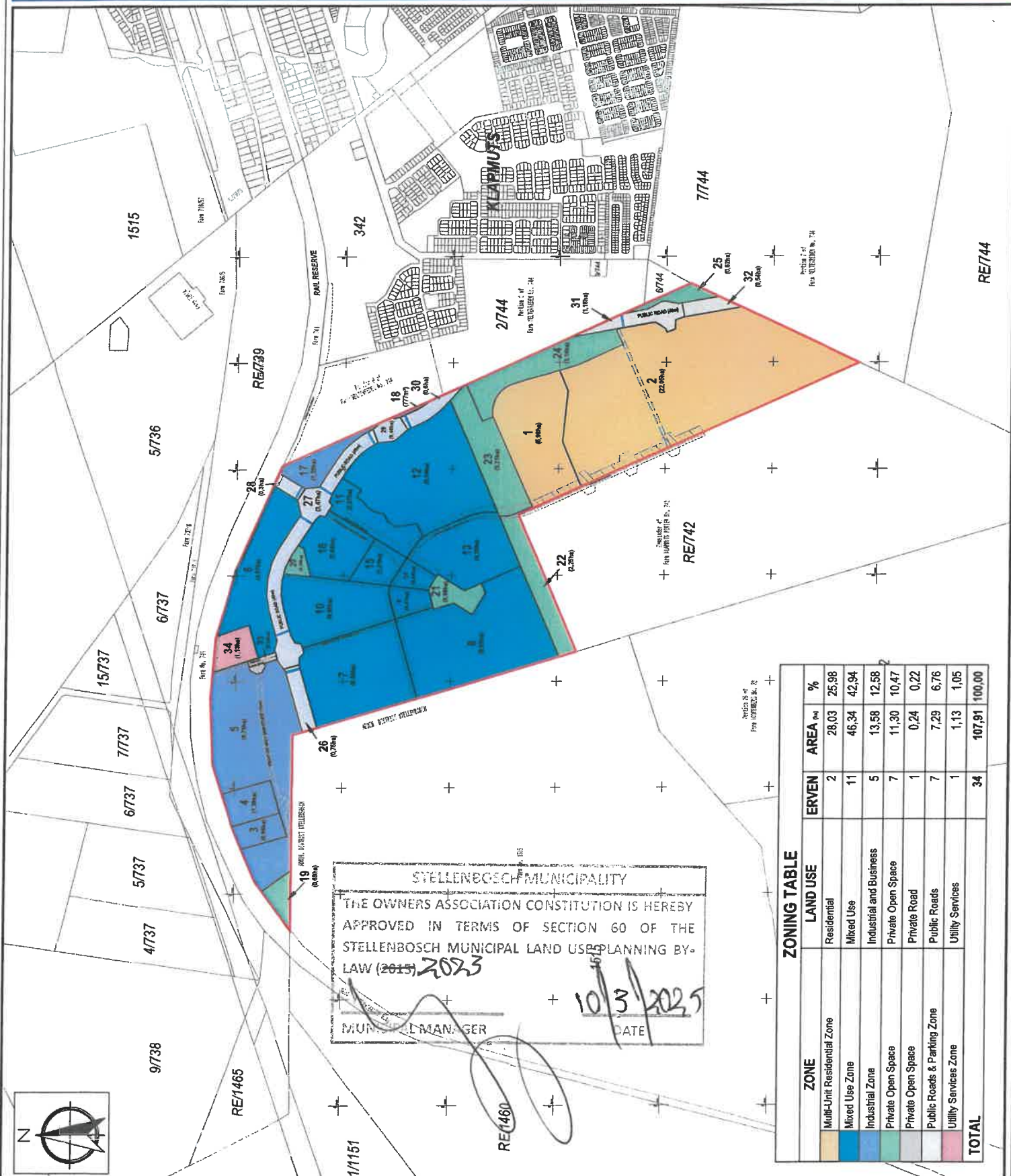
PORTION 5 OF FARM 742, PAARL

PROJECT DETAILS:

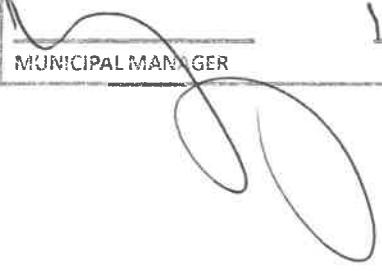
Project Name: Stellenbosch Bridge
Project No: 18096
Client: Stellenbosch Bridge (Pty) Ltd
Municipality: Stellenbosch Municipality

PLAN DETAILS:

Plan No: 18096-004
Revision: F
Date: 2023-06-30
Drawn by: AR & RC
Checked by: AL



FINING STRUCTURE FOR THE BRIDGE PROPERTY OWNERS' ASSOCIATION

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015). 2023	
 MUNICIPAL MANAGER	10/3/2023 DATE

FINING STRUCTURE FOR THE BRIDGE PROPERTY OWNERS' ASSOCIATION

The below outlines the fining structure which will be applied to owners and occupants who do not abide by the Conduct Rules.

The Association and/or Managing Agent is authorised to impose a minimum fine of R 500,00 which will be charged against the owners and/or occupiers rental account, should an owner, and/or occupier (including staff, visitor, guest and/or family member) be in breach of any of the Conduct Rules.

Should an owner and/or occupier in occupation of a unit continue to breach the Conduct Rules after the first fine has been charged, the Association may at its sole and absolute discretion, increase the value of any subsequent fines, all of which will not affect the Association's right to institute its contractual remedies contained in the agreement of residential lease.

Subject to the Conduct Rules, the fines are as follows:

Fine Subsequent to a Written Warning		
1.	A person gaining access to the estate illegally	R 1,000.00
2.	Damages to any part of the estate	R 2,000.00 plus damages
3.	Illegal parking other than in a designated parking space	R 1,000.00
4.	Speeding	R 1,000.00
5.	Use of the fire hose reel and/or fire extinguisher for any use other than for the use of fighting fires	R 2,000.00
6.	Wilful transgression of any of the conduct rules	R 2,000.00
7.	Unauthorised alterations or additions	R 2,000.00 plus costs to reinstate
8.	Littering and dumping of rubbish	R 2,000.00
9.	Noncompliance to waste management	R 2,000.00
10.	Ignorance to signs and warnings – any transgression of warnings on signage – no warning letter required – fine will be imposed immediately	R 2,000.00

- The Association may at its sole discretion increase or decrease the quantum of the fines recorded above, which will be dependent on circumstances, frequency and severity of the transgression.

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MUNICIPAL MANAGER	DATE 10/3/2029