



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/19169 (TP1211/2025)

Our File Reference Number: Erf 2907, Franschhoek

Your Reference Number:

Enquiries: Ulrich von Molendorff

Contact No: 021 – 808 8682

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

PER E-

Sir/ Madam

APPLICATION FOR A PERMISSION IN TERMS OF CONDITION OF APPROVAL ON ERF 2907, FRANSCHHOEK

1. The above application refers.
2. The duly authorised decision maker has decided on the above application as follows:
 - 2.1. That the following application(s) in terms of Section 15(2)(l) of the Stellenbosch Municipal Land Use Planning Bylaw on Erf 2907 Franschhoek for:
 - i. **Permission** required in terms of condition 4 of approval dated 4 February 2005, in order to approve the amended constitution of the Village Artisan at Cabriere Franschhoek Property Owners Association.

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

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

- a) The approval only applies to the proposed application under consideration and shall not be construed as authority to depart from any other legal prescriptions or requirements from Council or other legislation or Bylaws or Regulations that may be applicable.
- b) 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.

- c) The approval is subject to the endorsed Constitution of the Village Artisan at Cabriere Franschhoek Property Owners Association Owners' Association, attached as **Annexure A**.

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

- (i) The proposal is not in conflict with the applicable Stellenbosch By-laws and policies.
- (ii) The proposed amendments of the constitution are in line with section 29 (3) and (6) of the Stellenbosch Municipal Land Use Planning by Law.

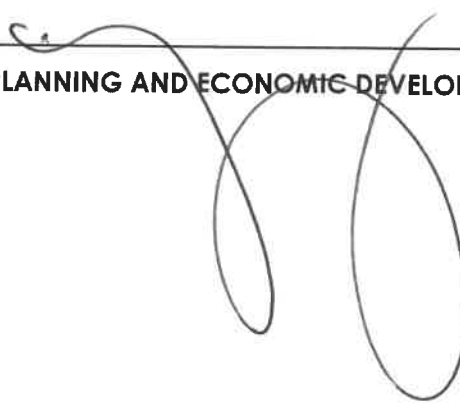
3. You are hereby informed in terms of section 79(2) of the Stellenbosch Municipal Land Use Planning Bylaw of your right to appeal the above decision to the Appeal Authority within 21 days from the date of notification of the above decision. Please note that no late appeals or an extension of time for 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



FOR DIRECTOR PLANNING AND ECONOMIC DEVELOPMENT

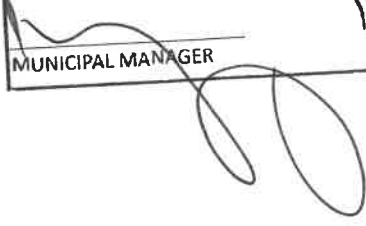


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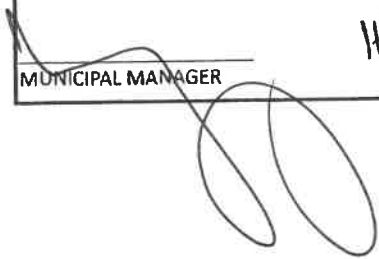
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ANNEXURE A

**CONSTITUTION OF THE VILLAGE ARTISAN AT
CABRIERE FRANSCHHOEK 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.	
 MUNICIPAL MANAGER	16/2/2026 DATE

Constitution of the Village Artisan te Cabriere Franschhoek Eiendom Eienaarsvereniging

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CONSTITUTION OF VILLAGE ARTISAN AT CABRIERE FRANSCHHOEK PROPERTY OWNERS' ASSOCIATION

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1. ESTABLISHMENT

- 1.1. The Village Artisan te Cabriere Franschhoek Eiendom Eienaarsvereniging was constituted as an owners' association in terms of the section 29 of the Land Use Planning Ordinance, No. 15 of 1985 in accordance with the conditions imposed by the Stellenbosch Municipality, when approving in terms of section 42(1) of the said Ordinance, the subdivision of Erf 551 Franschhoek.
- 1.2. In terms of General Plan No. 669/2005, Erf 2907 Franschhoek was subdivided into 14 erven numbered Erven 3241 to 3254 Franschhoek. The Association was established and the Constitution of the Association took effect upon the registration of the transfer of ownership of the first Erf arising from the subdivision to a person other than the Developer.
- 1.3. The Association is regarded as an owners' association that came into being by virtue of a condition imposed by Stellenbosch Municipality in accordance with 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. **Annual General Meeting** means the Annual General Meeting of the Association held in terms of the provisions of this Constitution;
 - 2.1.2. **Association** means the Village Artisan te Cabriere Franschhoek Eiendom Eienaarsvereniging, constituted in terms hereof also known as the Village Artisan at Cabriere Franschhoek Property Owners' Association;
 - 2.1.3. **Auditors** means the Auditors or Independent Reviewer or Accountant of the Association appointed by the Board, from time to time;
 - 2.1.4. **Board** means the Trustees of the Association assembled as a board as more fully provided for in this Constitution and Trustees shall have a corresponding meaning and Trustee shall mean one of them;
 - 2.1.5. **Body Corporate** means a body corporate as defined in the Sectional Titles Act of a Scheme within the Development;
 - 2.1.6. **BC Common Property** means the common property as defined in the Sectional Titles Act of a Body Corporate in the Development;
 - 2.1.7. **BC Trustee** means a trustee of a Body Corporate;
 - 2.1.8. **Budget** means the estimate of income and expenditure of the Association in respect of a Financial Year;
 - 2.1.9. **Business Day** means a weekday other than a Saturday, Sunday or a Public Holiday officially recognised in the Republic of South Africa;
 - 2.1.10. **Chairperson** means the Chairperson of the Board and the Association, from time to time;
 - 2.1.11. **Clear Days** means in a computation of days, the exclusion of the first and last day of the period to be calculated;



CONSTITUTION OF VILLAGE ARTISAN AT CABRIERE FRANSCHHOEK PROPERTY OWNERS' ASSOCIATION

- 2.1.12. **Common Property** means the Private Road, Private Open Space, the entrance to the Development in Cabriere Street, the boundary fence of the Development, and any servitude areas, buildings, infrastructure, and facilities on the Land to be owned, controlled, and managed by the Association;
- 2.1.13. **Conditions of approval** means the conditions of subdivision approval imposed by the Municipality when approving the subdivision of the Land;
- 2.1.14. **Conduct Rules** means the rules governing the conduct of Members, Owners, Occupants, and Invitees in the Development as may be amended from time to time;
- 2.1.15. **Constitution** means the constitution of the Association as set out in this document and the annexures thereto, as may be amended from time to time;
- 2.1.16. **CSOS** means the Community Schemes Ombud Service established in terms of the CSOS Act;
- 2.1.17. **CSOS Act** means the Community Scheme Ombud Act, No. 9 of 2011 and any regulations made in terms thereof, and as may be amended;
- 2.1.18. **Design Manual** means the architectural and design manual which regulates the architectural design of buildings in the Development and provide guidelines and requirements in respect of buildings, improvements, structures, and landscaping in the Development, as may be amended from time to time;
- 2.1.19. **Developer** means Marble Gold 293 Close Corporation Registration Number 2011/058677/23, and its successors in title or assigns;
- 2.1.20. **Development** means the development established on the Land, as indicated in the Diagrams, known as Village Artisan at Carbriere or Village Artisan;
- 2.1.21. **Diagrams** means General Plan S.G. No. 669/2005 and all other diagrams approved by the Surveyor-General, in respect of the Land, providing for the subdivisions thereof;
- 2.1.22. **Erf/Erven** means any Erf/Erven created by the subdivision of the Land as indicated on the Diagrams, but excluding the Common Property;
- 2.1.23. **Erf Area** means the extent expressed in square metres of an Erf or Scheme in the Development;
- 2.1.24. **Financial Year** means the financial year of the Association which shall run from the first day in March in each year until the last day of February in the subsequent year;
- 2.1.25. **General Meeting** means a General Meeting of the Association, which include an Annual General Meeting or Special General Meeting and General Meetings means a collective reference to the Annual General Meeting and all Special General Meetings;
- 2.1.26. **H&S Legislation** means all applicable Occupational Health and Safety Legislation and Regulations in terms of the South African legislation and precedent law;
- 2.1.27. **Invitee** means a family member, visitor, guest, employee, worker, contractor, client, customer, service provider or other individual who is invited to the Development by a Member or Occupant;

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DATE	

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- 2.1.28. **Land** means Erf 2907 Franschhoek which was subdivided into Erven 3241 to Erven 3254 Franschhoek in terms of General Plan S.G. No. 669/2005, and the subdivision of Erf 3251 Franschhoek into Erf 3270 Franschhoek and the Remainder of Erf 3251 Franschhoek;
- 2.1.29. **Levy/ies** means Ordinary Levy/ies and Special Levy/ies imposed by the Association on the Members in terms of clause 14 of the Constitution;
- 2.1.30. **Levy Formula** means the formula for the apportionment of the expenses of the Association to the Members as Levies being a percentage expressed to two decimal places and arrived at by dividing the Erf Area of the Erf or Scheme by the total of the Erf Areas of all the Erven and Schemes in the Development as contained in the Levy Formula Schedule;
- 2.1.31. **Levy Formula Schedule** means the schedule of the Levy Formula contained in Annexure B to this Constitution
- 2.1.32. **Managing Agent** means any person or entity appointed by the Board of the Association, as an independent contractor to provide management services to the Association, subject to the terms and provisions of this Constitution;
- 2.1.33. **Member** means a member of the Association as provided for in clause 7 of this Constitution;
- 2.1.34. **MPBL** means the Stellenbosch Municipality: By-law on Municipal Land Use Planning, 2023 as may be amended;
- 2.1.35. **Municipality** means the municipality of Stellenbosch as defined in the MPBL and its successors in title or assigns;
- 2.1.36. **Occupant** means the owner, tenant, or occupier of the Erf, building or Section in the Development and any other person in occupation of an Erf, building or Section.
- 2.1.37. **Ordinary Levy/ies** means the Ordinary Levy/ies imposed by the Association on the Members in terms of clause 14 of the Constitution.
- 2.1.38. **Ordinary Resolution** means a resolution passed at an Annual General Meeting or Special General Meeting, where a quorum is present, by an ordinary majority of the votes cast (more than 50% (fifty percent)) of the votes 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. An Ordinary Resolution may also be agreed to in writing by or on behalf of the Members holding an ordinary majority of the votes of all the Members of the Association;
- 2.1.39. **Owner** means the registered owner of an Erf or Unit in the Development;
- 2.1.40. **Person** means a natural person or a juristic person;
- 2.1.41. **Prime Rate** means the publicly quoted basic rate of interest, compounded monthly in arrears, and calculated on a 365 (three Hundred and Sixty-Five) day year irrespective of whether or not the year is a leap year, from time to time published by the Association's Bank as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;

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- 2.1.42. **Private Open Space** means all the Private Open Space, indicated as such on the Diagrams;
- 2.1.43. **Private Road** means the Private Road, indicated as such on the Diagrams, including the entrance to the Development;
- 2.1.44. **Scheme** means a sectional title scheme established on an Erf in the Development in terms of the Sectional Titles Act;
- 2.1.45. **Section** means a section in a Scheme as defined in the Sectional Titles Act;
- 2.1.46. **Sectional Titles Act** means the Sectional Titles Act, No. 95 of 1986, as amended from time to time and any regulations made and in force thereunder and where applicable the Sectional Title Schemes Management Act, No. 8 of 2011 as amended from time to time and any regulations made and in force thereunder;
- 2.1.47. **Service Address** means the domicilium citandi et executandi for the service of legal notices which address must be a physical address situated in the Republic of South Africa;
- 2.1.48. **Services** means the internal engineering services provided in respect of the Development in accordance with the conditions of approval including the electricity distribution infrastructure, the water network, storm water infrastructure and the street lighting infrastructure in respect of private road, the private road, the services for the collection and removal of solid waste or sewerage and such other services, infrastructure, and utilities as may be provided in respect of the Development, but excluding the services on Erven or within Schemes for which the Members are responsible;
- 2.1.49. **Special General Meeting** means a Special General Meeting of the Association as provided for and in terms of the provisions of this Constitution;
- 2.1.50. **Special Levy/ies** means any Special Levy/ies imposed by the Association on Members in terms of clause 14 of this Constitution;
- 2.1.51. **Special Resolution** means a resolution passed at an Annual General Meeting or Special General Meeting of which not less than 14 (fourteen) Clear Days' notice has been given specifying the intention to propose the resolution as a Special Resolution, and passed, by at least 66% (sixty six percent) of the votes cast on the matter, with a quorum of at least 50% (fifty percent) of all Members entitled to vote, present at the meeting in person or by proxy. A Special Resolution may also be agreed to in writing by or on behalf of Members holding at least 66% (sixty six percent) of the votes of all the Members of the Association.
- 2.1.52. **Unit** means a unit in a Scheme as defined in the Sectional Titles Act.
- 2.2. The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s.
- 2.3. Any reference to "in writing" includes electronic communication as defined in the Electronic Communications and Transactions Act, 2002 and "written" shall have a corresponding meaning.

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- 2.4. Unless the context clearly indicates a contrary intention, words in the singular number shall include the plural, and words in the plural number shall include the singular, words importing the masculine gender shall include the female gender, and reference to natural persons includes juristic persons and vice versa.
- 2.5. The clause headings in this Constitution have been included for convenience only and shall not be considered in its interpretation.
- 2.6. Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 2.7. If any provision in a definition in this Constitution is a substantive provision conferring rights or imposing obligations on any of the Members, then, notwithstanding that it is only in the definition clause of this Constitution, effect shall be given to it as if it were a substantive provision in the body of this Constitution.
- 2.8. If any term is defined within the context of any clause in the Constitution, the term so defined shall bear the meaning ascribed to it for all purposes in terms of this Constitution, notwithstanding that that term has not been defined in this interpretation provision, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause.
- 2.9. When any number of days is prescribed in this Constitution, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.10. References to any act/statute or any regulation issued thereunder shall be references to that act/statute or regulation as modified, amended, or substituted from time to time, or to any legislation or regulation which replaces it. Reference to an act/statute shall include the regulations made in terms of the act/statute.
- 2.11. 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.
- 2.12. If any provision of this Constitution is in conflict or inconsistent with any legislation, the invalidity of such provision shall not affect the validity of the remainder of the provisions of this Constitution. If any provision of this Constitution is unenforceable for any reason whatsoever, then such provision shall be deemed to be separate and severable, without in any way affecting the validity of the remaining provisions.
- 2.13. The annexures to this Constitution are deemed to be incorporated in and form part of this Constitution. The terms defined in this Constitution shall bear the same meanings in any annexures, if applicable.
- 2.14. References to Members represented by proxy shall include Members entitled to vote represented by an agent appointed under a general or special power of attorney.
- 2.15. References to Members entitled to vote, present at a meeting or acting in person shall include juristic persons represented by duly authorised representative/s, including juristic persons represented by proxy and Bodies Corporate represented by trustees.

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2.16. Where any consent or approval is required to be given by the Association to a Member, such consent or approval shall be in writing and signed by the Chairperson, or by a Trustee or by an authorised agent and not be unreasonably withheld. The consent or approval must be given prior to the Member taking the relevant action requiring the consent.

2.17. The onus of proof with regard to the receipt of any notice given or payment made by a Member, shall be on the giver of the notice or the maker of the payment.

2.18. If there is any discrepancy or conflict between this Constitution and the rules of a Body Corporate, then the provisions of this Constitution will prevail.

2.19. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply to this Constitution.

3. STATUS OF THE ASSOCIATION

3.1. The Association is a legal persona and as such –

3.1.1. its assets, liabilities, rights, and obligations shall vest in the Association independently of its Members;

3.1.2. the Association shall have perpetual succession;

3.1.3. all legal proceedings shall be brought by or against the Association, in the name of the Association, and the Board may authorise 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

3.1.4. the Members of the Association shall not, by reason of their membership, be liable for the liabilities and obligations of the Association.

3.2. The Association is established as a non-profit making institution for the objectives set out in the Constitution. The Association shall not be for profit, but for the collective benefit and interest of its Members. The Association has the right to acquire, hold, lease, and alienate property, both movable and immovable.

3.3. No part of the income of the Association may be paid or refunded to any Member, except to settle any debt to such Member that the Association may have. No Member in his personal capacity shall have any right, title, or interest to or in the funds or assets of the Association which shall vest in the Association and be controlled by the Board on behalf of the Members according to the objectives of the Association.

3.4. The main objective of the Association is to manage the collective interests common to all its Members, which includes expenditure applicable to the Common Property and the collection of Levies for which such Members are liable.

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

3.6. On dissolution the remaining assets must be distributed to a similar association of persons, which is also exempt from income tax in terms of section 10(1)(e)(iii) of the Income Tax Act, No. 58 of 1962.

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- 3.7. Funds available for investment may only be invested or re-invested with registered financial institutions as defined in section 1 of the Financial Institutions (Protection of Funds) Act, No. 28 of 2001.
- 3.8. The Association is not or was not knowingly a party to, or does not knowingly permit or has not knowingly permitted itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act, No. 58 of 1962 or any other Act administered by the Commissioner for the South African Revenue Services.
- 3.9. The Association shall submit annual returns of income together with financial statements to the South African Revenue Services or similar relevant government departments as required.
- 3.10. Any amendments of the Constitution must be submitted to the Commissioner for the South African Revenue Services.

4. OBJECTIVES OF THE ASSOCIATION

The objectives of the Association are as follows:

- 4.1. to formally represent the collective mutual interests of the Development, the Association and Members as set out in the Constitution in accordance with the conditions of approval;
- 4.2. the control over and maintenance of buildings, services or amenities arising from the subdivision;
- 4.3. to control, administer and manage the Common Property, the Services, and facilities and amenities in respect of the Development and the buildings on land under the Association's control for the benefit of all the Members;
- 4.4. to take ownership of the Common Property and other Services arising out of the subdivision of the Land, including Private Open Space and Private Road and land required for services provided by the Association;
- 4.5. the control over the Design Manual of the buildings and Erven and Schemes in the Development;
- 4.6. to control the design, architectural style and appearance of buildings and improvements constructed or to be constructed in the Development and to control landscaping within the Development;
- 4.7. the implementation and enforcement by the Association of the provisions of the Constitution, the Design Manual, and the Conduct Rules;
- 4.8. to maintain the Common Property, the Private Open Space, Private Road, and the Services, at the costs of the Association;
- 4.9. to enforce the conditions of approval or management plans in respect of the Development;
- 4.10. to control the alienation, transfer, letting and use of Erven and Units within the Development;

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- 4.11. to provide for any further development which must form part of the Development;
- 4.12. to provide for procedures to obtain the consent of the Association for the transfer of an Erf or the Common Property in the event that the Association ceases to function;
- 4.13. to regulate the Annual General Meetings of the Members;
- 4.14. to enter into and to implement any agreement for the benefit of the Association and/or the Members;
- 4.15. to establish a fund for expenses of the Association, including provision for future expenses and contingencies, and to determine and collect Levies for the purpose of the said fund from the Members and to recover charges for services from Members;
- 4.16. to ensure compliance with the MPBL, the CSOS Act, and any other applicable legislation, by-laws, and regulations;
- 4.17. to take action as deemed necessary by the Board (including but not limited to the imposition of fines or instituting proceedings in a court of law) in relation to the non-compliance by any Owner, Occupant or Invitee with any provisions of this Constitution, the Design Manual or the Conduct Rules;
- 4.18. to promote, advance and protect the interest of Members generally in regard to the Development and to represent the interest of Members;

and to generally do all such things as may be necessary or requisite to give effect to and implement and enforce the objectives of the Association and to do all such things ancillary or incidental to the objectives, and the Association, through the Board, shall have all the powers that are necessary to accomplish the fulfilment of the foregoing objectives.

5. FUNCTIONS AND POWERS OF THE ASSOCIATION

- 5.1. The Association shall exercise the powers and perform the functions as set out in the Constitution and such ancillary functions as may be necessary in pursuit of its objectives.
- 5.2. The functions of the Association shall include:
 - 5.2.1. to control, manage and administer the Development for the benefit of all Members.
 - 5.2.2. to establish a levy fund of the Association sufficient in the opinion of the Association to meet the expenditure of the Association and to perform the duties of the Association;
 - 5.2.3. to raise and determine Levies payable by the Members as contributions to the levy fund;
 - 5.2.4. to manage the finances of the Association and the payments of the expenditure of the Association;
 - 5.2.5. to manage, repair, maintain, improve and/or to replace the Common Property, the Services, facilities, installations, and other assets of the Association;
 - 5.2.6. to take up insurance for the Association as may be required and to pay the premiums on any policy of insurance effected by it;

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- 5.2.7. to ensure compliance with the legal requirements, including the conditions of establishment and rezoning imposed by any competent authority;
 - 5.2.8. to implement and enforce the provisions of this Constitution, the Design Manual and the Conduct Rules and any law, ordinance or by-law as may be applicable;
 - 5.2.9. to add to, amend, repeal, or substitute the provisions of this Constitution, the Design Manual, and the Conduct Rules, from time to time.
- 5.3. The powers of the Association shall include the power:
- 5.3.1. to purchase or otherwise acquire, take transfer of, mortgage, sell, alienate, give transfer of, or hire or let immovable property;
 - 5.3.2. to make improvements to the Common Property or to remove improvements;
 - 5.3.3. to purchase, hire, or otherwise acquire movable property and to insure, sell, let, or otherwise dispose of movable property;
 - 5.3.4. to control, manage, administer, maintain, and improve the Common Property and Services and to establish amenities as may be necessary;
 - 5.3.5. to appoint the Trustees for the Association;
 - 5.3.6. to prevent the transfer or alienation of any Erf or Unit unless the levies and other amounts due to the Association in respect of the Erf or Unit have been paid or provision has been made to the satisfaction of the Association;
 - 5.3.7. to open, operate and close bank accounts in the name of the Association with registered South African commercial banks and financial institutions;
 - 5.3.8. to invest surplus moneys of the levy fund;
 - 5.3.9. to apply for licenses and other rights enabling the Association to deal with its property in any lawful manner;
 - 5.3.10. to borrow moneys required by it in the performance of its functions or the exercise of its powers if authorised thereto by a Special Resolution of the Members;
 - 5.3.11. to secure the repayment of moneys borrowed by it and the payment of interest thereon in any manner and to agree to the terms of such transactions;
 - 5.3.12. to employ, dismiss and remunerate employees for the Association and to establish and contribute to pension-, provident-, medical aid and other similar funds for the benefit of its employees;
 - 5.3.13. to appoint a Managing Agent and other agents and contractors on behalf of the Association as may be necessary;
 - 5.3.14. to engage on behalf of the Association the services of accountants, advocates, attorneys, auditors, architects, engineers, land surveyors, town planners or any other professional firm or person as may be necessary;

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- 5.3.15. to appoint a Health and Safety Officer to ensure compliance with the relevant H&S Legislation by the Association
- 5.3.16. to appoint an Information Officer to ensure compliance with the Promotion of Access to Information Act, No. 2 of 2000;
- 5.3.17. to enter into agreements for the supply of services, equipment, or property to the Association and generally to enter into any agreement to achieve the objectives of the Association or to further the interests of the Association;
- 5.3.18. to recover by legal process in court or by application to CSOS any levies or moneys due by Members or former Members to the Association;
- 5.3.19. to institute, conduct, defend, compound, or abandon any legal proceedings on behalf of the Association;
- 5.3.20. to impose penalties on Members, Occupants, and Invitees in respect of contraventions of any provision of this Constitution, the Design Manual, and/or the Conduct Rules;

and generally, to do all things necessary or required to attain the objectives of the Association, and for the implementation and enforcement of the provisions of the Constitution.

- 5.4. The Association and the Board must ensure that it complies with the Protection of Personal Information Act, No. 4 of 2013 (hereinafter referred to as "POPIA"). The Association must maintain an updated POPIA manual, compliant with the POPIA and any amendments thereto. The Association must appoint an Information Officer to ensure compliance with the POPIA. The Information Officer must determine which record/s and/or document/s are confidential, and may not be distributed without the prior written consent of the Member/s or person/s to which it relates.
- 5.5. The Association and the Board must ensure that it complies with the Promotion of Access to Information Act, No. 2 of 2000 hereinafter referred to as "PAIA". The Association must maintain an updated PAIA manual, compliant with the POPIA.
- 5.6. The PAIA Manual and the POPIA Manual are binding on the Members of the Association. The Members give permission to the Association, the Board, the Developer, and the Managing Agent to process their personal information for all purposes related to this Constitution, in accordance with the provisions of the POPIA. When a Member is in receipt of any record/s and/or document/s of the Association, the Member must ensure compliance with the POPIA in his intended use of the record/s and/or document/s so obtained.

6. SERVICE ADDRESS OF THE ASSOCIATION

- 6.1. The Board shall from time to time determine the Service Address of the Association, subject to the following:
- 6.1.1. such address shall be the office address of the Managing Agent or the address of the Chairperson or of a Trustee nominated by the Board;
- 6.1.2. the Board shall give notice to all the Owners of Erven and Bodies Corporate of any change of such Service Address.

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- 6.2. The Board or Managing Agent may give notice to all Members of the e-mail address of the Association for the receipt of notices, applications, and documentation from Members in terms of this Constitution.

7. MEMBERSHIP OF THE ASSOCIATION

- 7.1. The Association shall have as its Members the Developer and every Owner of an Erf or Unit in the Development and every Body Corporate in respect of Scheme established within the Development.
- 7.2. Membership of the Association shall be automatic and compulsory for the Members. Membership in respect of the registered owner of an Erf or Unit shall commence simultaneously with registration of transfer of an Erf or Unit into the name of the transferee in the Deeds Registry. When a Member ceases to be the registered owner of an Erf or Unit, he shall automatically cease to be a Member of the Association.
- 7.3. Membership of the Association by a Body Corporate, shall commence simultaneously with the establishment of the Body Corporate and shall not terminate for as long as the Body Corporate is in existence.
- 7.4. Where any Erf or Unit is owned by more than one person, all the registered owners of that Erf or Unit shall jointly and severally be liable in solidum for all their obligations to the Association.
- 7.5. Where any person is the registered owner of more than one Erf or Unit, such person shall be regarded as a Member, and shall have the rights and obligations of a Member, in respect of each Erf or Unit registered in such person's name.
- 7.6. No Member may resign as a Member of the Association.
- 7.7. No Member ceasing to be a Member of the Association for any reason shall have any claim upon or interest in the funds or other assets of the Association.

8. CONDITIONS OF APPROVAL

- 8.1. The following conditions of approval apply in respect of the Development, unless a land use planning approval has been granted by the Municipality for the amendment of the conditions of approval:
- 8.1.1. The common property containing the private roads and open space within Development is to be transferred to the Association;
- 8.1.2. At least 50% of the floor area of the buildings on the 4 erven which contain the 3 existing houses and the double garage structure, are to be used for light industrial purposes.
- 8.1.3. The buildings to be constructed on the 9 vacant erven must be designed so that each forms an entity which contains an area for light industrial uses on the ground floor and residential use on the first floor. The residential components must not be an entity on its own and may only be occupied by a person directly involved with the light industrial activities on the ground floor. The design of the units must first be submitted to the Head: Planning for assessment before formal building plans are submitted.

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The aforesaid condition will not apply if land use planning approval has been granted by the Municipality, authorising the separation of the residential and industrial components to be separately owned by independent entities. A Member may apply for land use planning approval in terms of clause 8.2 of the Constitution.

- 8.1.4. The Design Manual will regulate the architectural style of the buildings in the Development. The existing and new buildings and structures in the Development must conform to the Design Manual. The Design Manual, and any alterations to the Design Manual must be submitted to the Franschhoek Aesthetic Committee for assessment before approved for implementation. Compliance with the Design Manual must be taken up in the Constitution.
- 8.1.5. The type of light industrial activities and crafts to be practised in the buildings must be appropriate for a mixed-use development and not be offensive, and their effluent levels should conform to small business/household standards. The type of light industrial activities and crafts to be practiced in buildings are listed in Annexure A to the Constitution and any new activities must be approved by the Board which approval shall not be unreasonably withheld, provided that the type of activities must be in line with the zoning scheme of the Municipality.
- 8.1.6. In the event of the Municipality detecting excessive industrial effluent from a particular Erf the appropriate Municipal regulation must be complied with in discussion with the offender and the relevant authority.
- 8.1.7. The project is not to be marketed and sold as a residential development and all purchasers must be advise that the erven have a combined light industrial/residential zoning. All Deeds of Sale must include the following clause:

"The Purchaser acknowledges that the Seller has disclosed that the Erven or Units being acquired is situate in a mixed use light industrial/residential zone. The Purchaser acknowledges that the neighboring erven occupied by Franschhoek Fruit Packers and Franschhoek Vineyards factories are utilized solely for industrial purposes and at certain seasonal periods of the year the factories may be open for extended periods outside normal working hours. On occasion industrial noise and odours may emanate from either factory and the Purchaser's attention is hereby drawn to these possible adverse circumstances to which the Purchaser is not entitled to raise complaints."

The foregoing provision will apply to the Members of the Association and to their successors in title, subject to the approval of an amendment, deletion, or imposition of conditions by the Municipality.

- 8.2. A Member may apply to the Municipality for an amendment of the conditions of approval in respect of an Erf, to either enable a residential component of a building to be occupied by an independent person who is not directly involved in the industrial activities on the ground floor of the building or, alternatively, to enable both the ground floor and first floor of the building to be used for residential purposes. If a Member obtains land use planning approval for the amendment of the conditions of approval, then the conditions contained in clause 8.1 shall not apply to the Member insofar as they relate to the prior conditions of approval.
- 8.3. Except as specified in clause 8.2 above, no Member shall apply to the Municipality for any rezoning, subdivision, departure, consent use, or the amendment of any other condition of approval relating to any Erf or Unit without the prior written approval of the Board, which consent must not be unreasonably withheld.

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- 8.4. A Member may establish a sectional title scheme on an Erf, provided that the Member must notify the Board and where applicable obtain the necessary land use planning approvals in respect thereof.
- 8.5. No Member shall consolidate any Erven or subdivide any Erf, without the authorisation of the Board and where applicable the approval of the Municipality.
- 9. GENERAL RIGHTS AND OBLIGATIONS OF MEMBERS**
- 9.1. Every Member shall comply with:
- 9.1.1. the provisions of the Constitution, the Design Manual, and the Conduct Rules;
 - 9.1.2. any agreement concluded by the Board or the Association;
 - 9.1.3. any directive given by the Association, the Board, or the Managing Agent.
- 9.2. The provisions of this Constitution shall be binding upon all Members and, insofar as they may be applicable on all Occupants, whatsoever the nature of such occupation.
- 9.3. Every Body Corporate will be bound by the provisions of this Constitution and must ensure that the members of the Body Corporate comply with all the provisions of this Constitution.
- 9.4. A Member shall not use any Erf, building, or Section or allow it to be used for any purpose not permitted in terms of the MPBL and applicable laws and regulations or in terms of this Constitution.
- 9.5. The short-term letting of properties in the Development shall be allowed subject to the reasonable conditions imposed from time to time by the Board and subject the requirements of the Municipality.
- 9.6. A Member must maintain his Erf and the buildings and improvements on his Erf in a state of good repair and in a neat and tidy condition. A Body Corporate must maintain its BC Common Property in a state of good repair. If in the reasonable opinion of the Board, any buildings, or improvements in respect of an Erf or the BC Common Property require repairs or the appearance thereof have become unsightly, the Board may require that the Member take steps to repair, repaint, repair, maintain or renovate the buildings and improvements.
- 9.7. A Member must maintain the landscaping in respect of his Erf or where applicable the BC Common Property according to a standard acceptable to the Board and in compliance with the Design Manual and Conduct Rules, as may be applicable. If in the reasonable opinion of the Board, the landscaping in respect of any Erf or BC Common Property is inadequate, the Board may require that the Member take steps to maintain the Erf or BC Common Property to a standard that is acceptable to the Board.
- 9.8. A Member must procure adequate insurance in respect of the buildings in respect of his Erf and must furnish proof of such insurance to the Board if requested to do so. In the event of the total or partial destruction of a building/s, the Member must reinstate the building/s in accordance with building plans to be approved by the Board within a reasonable time.

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- 9.9. A Member shall not do or suffer to be done in a building, section, or Erf, or on any part of the BC Common Property or on any part of the Common Property anything which, in the opinion of the Board, is noisome, unsightly, injurious, objectionable, or detrimental or a public or private nuisance or a source of damage or disturbance to any other Member or Occupant.

10. RESTRICTION ON TRANSFER OF ERVEN AND UNITS

- 10.1. No Member shall alienate or transfer an Erf or Unit unless the Association has granted its written consent to such alienation or transfer. The written consent of the Association shall be issued by the Chairperson or by a Trustee duly authorised thereto or by the Managing Agent.
- 10.2. The Association may withhold the written consent to the alienation or transfer of an Erf or Unit if:
- 10.2.1. any Levies or other amounts due in respect of the Erf or Scheme have not been paid or remains unpaid or inadequate provision has been made in respect of the payment thereof; or
 - 10.2.2. any buildings, structures or improvements exist in respect the Erf or BC Common Property, which have not been properly authorised in terms of this Constitution or the Design Manual or by the Municipality; or
 - 10.2.3. the Member is substantially in breach of the provisions of this Constitution, the Design Manual, or the Conduct Rules to an extent reasonable to justify withholding such consent.
- 10.3. The provisions of this clause shall apply mutatis mutandis (with the necessary changes having been made) to the transfer of an undivided share in any Erf or Unit.

11. DESIGN MANUAL

- 11.1. The Design Manual may be added to, amended, substituted, or repealed from time to time by a Board resolution, subject to the directions given or restrictions imposed by the Members at General Meetings. The Design Manual must be submitted to the Franschhoek Aesthetic Committee for assessment before the implementation thereof.
- 11.2. The Design Manual may include provisions governing:
- 11.2.1. the architectural design, standard and guidelines and aesthetic requirements for buildings and improvements on Erven and in respect of the Schemes;
 - 11.2.2. requirements for buildings, improvements, and structures to be constructed on Erven and on BC Common Property and alterations thereto, including the colours to be used on the exterior;
 - 11.2.3. specifications as to siting and coverage in respect of the buildings;
 - 11.2.4. provisions relating to the maintenance of buildings and properties within the Development; and
 - 11.2.5. generally, the approval process for building activities and landscaping within the Development.

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11.3. The Board shall have the power to:

- 11.3.1. administer and enforce the Design Manual;
- 11.3.2. perform such acts as are necessary to accomplish the purposes expressed or implied in this Constitution, including but not limited to:
- 11.3.3. appointing an aesthetics committee with such powers and duties as may be delegated by the Board;
- 11.3.4. appointing an architect/s with such powers and duties as may be delegated by the Board;
- 11.3.5. examine and approve building plans for the construction of buildings and improvements;
- 11.3.6. evaluate landscaping proposals; and
- 11.3.7. recover fees, including professional fees and charges and costs from Members to consider applications and buildings plans and to consult with professionals.

12. CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS

- 12.1. No Member or Body Corporate may construct any building, improvement, or structure on an Erf or on BC Common Property or remove any building, improvement, or structure from an Erf or from the BC Common Property without the prior written consent of the Board and subject to the approval of the building plans by the Board and the Municipality, if applicable.
- 12.2. To obtain the written approval of the Board in terms of clause 12.1 above a Member shall apply to the Board in writing. The Member must where applicable submit a full set of the proposed buildings plans and such further documentation and information as may be required to the Board.
- 12.3. After approval of the building plans by the Board, the Member must submit the building plans to the Municipality for approval. No Member shall submit any building plans to the Municipality without prior approval of the building plans by the Board.
- 12.4. Having obtained the approval of the Municipality, the Member shall comply with all conditions and standards imposed by the Municipality, the conditions imposed by the Board and the provisions of the Design Manual and the Conduct Rules when constructing the buildings, improvements, or structures on the Erf or the BC Common Property or when making alterations to existing buildings, improvements, or structures on the Erf or the BC Common Property.
- 12.5. All buildings and improvements constructed on an Erf must be of approved Design and of sound construction and shall comply with the provisions of the Design Manual.
- 12.6. A Member must comply with the provisions of the Design Manual and the Conduct Rules in respect of any planning, landscaping, or gardening activities on an Erf or on BC Common Property.

13. CONDUCT RULES

- 13.1. The Conduct Rules may be compiled, added to, amended, substituted, or repealed from time to time by a Board resolution or by an Ordinary Resolution of the Members.

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13.2. The Conduct Rules may include provisions in respect of:

- 13.2.1. the security measures and access control in respect of the Development;
- 13.2.2. the pedestrian and vehicular traffic within the Development and the introduction of traffic calming measures;
- 13.2.3. the provision and use of parking in the Development;
- 13.2.4. the conduct of Members, Occupants, and Invitees in the Development and the control and conduct of persons for the prevention of nuisance of any nature to any Member or Occupant;
- 13.2.5. the use and enjoyment of Erven and any restrictions on the use and enjoyment thereof;
- 13.2.6. the use and enjoyment of the Common Property and any restrictions on the use and enjoyment thereof;
- 13.2.7. the appearance of buildings, improvements and structures on Erven and the appearance of Erven and sidewalks;
- 13.2.8. the storage of flammable and other harmful substances as provided for in the H&S Legislation;
- 13.2.9. the sale, letting and occupation of Erven and Dwellings and restrictions in respect thereof;
- 13.2.10. the conduct of estate agents, service providers and employees, workers, and contractors within the Development;
- 13.2.11. the keeping of pets and to control, restrict and prohibit the keeping of pets;
- 13.2.12. waste management procedures and for the sorting, collection, and removal of waste and recyclable materials;
- 13.2.13. the enforcement of the provisions of the Conduct Rules;
- 13.2.14. the amounts of the penalties payable by an Owner, Occupant or Invitee for contravening or failing to comply with a provision of the Conduct Rules;

and generally, any other Conduct Rules for the benefit of the Association and/or for the advancement and protection of the interests of the Members and Occupants.

- 13.3. The provisions of the Conduct Rules shall be mutatis mutandis (with the necessary changes having been made) applicable to Occupants. Occupants shall be obliged to comply with the provisions of the Conduct Rules notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 13.4. A Member must take all reasonable steps to ensure compliance with the Conduct Rules by the Occupants of his Erf or Section and by the Invitees to his Erf or Section. A Member shall be liable and accountable for the acts or omissions of all persons occupying or having access to his Erf or Section and to the Development, whether lawfully or unlawfully.

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- 14.1. The Board shall establish and maintain a levy fund for the purpose of meeting all the expected expenses of the Association for the control, management and administration of the Development, the Association and its affairs as provided for in this Constitution.
- 14.2. The Board shall prepare a Budget for each Financial Year of the Association. The Budget shall be submitted to the Members of the Association for consideration at the Annual General Meeting.
- 14.3. The Board shall, by making a resolution to such effect, determine the Ordinary Levies due by the Members to the Association by apportioning the income required in terms of the Budget to the Owners of Erven and Bodies Corporate as Ordinary Levies in accordance with the Levy Formula contained in the Levy Formula Schedule. The Levies due to the Association by a Body Corporate in respect of a Scheme must be recovered by the Body Corporate from the owners of Units in the Scheme.
- 14.4. The Ordinary Levies determined by a resolution of the Board in terms of clause 14.3 shall become effective or due by the Members from the date of passing of the resolution by the Board. The Ordinary Levies shall be paid by the Members to the Association in equal monthly instalments over a period of 12 (twelve) months, monthly in advance, on or before the 1st (first) day of every succeeding month of the Financial Year. Before the end of each Financial Year the Board may determine the Ordinary Levies due by Members for the interim period until the approval of the Budget for the ensuing Financial Year.
- 14.5. The Board may, from time to time, make Special Levies upon Members in respect of any expenditure not included in the Budget. Special Levies shall become due from the date of passing of the resolution by the Board and shall be apportioned to the Owners of Erven and Bodies Corporate in accordance with clause 14.3 above. Special Levies shall be payable in one payment or in such instalments and at such time or times as the Board may think fit. The Board must notify Members in writing of the Special Levies payable by them and the reasons for imposing such Special Levies.
- 14.6. Upon taking transfer of an Erf or Unit on date of registration in the Deeds Registry, the new Member shall become liable to the Association for the payment of the Levies and service charges due in respect of the Erf or Unit. The foregoing provision shall not affect the liability of a Body Corporate to pay the Levies due to the Association.
- 14.7. Monthly levy statements will be circulated to the Members of the Association via e-mail. A Member will remain liable to effect monthly payments of the Levies irrespective whether the statement was actually received and/or circulated by the Association to such Member.
- 14.8. All Levies shall be paid monthly in advance by bank debit order on the first day of every month to the bank account of the Association or by any other method as determined by the Board or the Managing Agent, from time to time.
- 14.9. Where payment of any debt due by a Member is made by way of cash deposited to the Association's bank account, the Board shall be entitled to recover the bank charges charged by the bank relating to the deposit from the Member.
- 14.10. Where payment of debt due by a Member to the Association is made by way of a debit order, and such debit order is unpaid for any reason whatsoever, the Board shall be entitled, in their sole discretion, to charge an administration charge in respect of each such occurrence in an amount to be determined by the Board from time to time.

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14.11. All moneys received from a Member towards a levy towards interest, then towards legal fees and administration charges and then towards Levies and other service fees or charges.

14.12. No Member may off-set any amount allegedly due to him by the Association against the amount of Levies due to or paid to the Association in terms of this Constitution.

14.13. A Member shall be liable for payment of interest on arrear Levies and other amounts due, calculated at the Prime Rate plus 5% per annum. Interest calculated at the determined rate shall be recoverable from the date on which the amount is due and payable to the date of payment, both days inclusive.

14.14. If a Member fails to pay the Levies and other amounts due to the Association on the due date, the Association may institute an action for the recovery thereof in any competent court or apply to CSOS for an appropriate order. 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 10 (ten) days after written notice given by the Board or the Managing Agent to the Member.

14.15. A Member shall be liable for and shall pay all costs, including all legal costs on the scale as between attorney and own client together with collection commission, tracing agent fee, advocate's fees, administrative costs and all other expenses and charges incurred by the Association in obtaining recovery of arrear Levies or other amounts due to the Association, or in enforcing compliance with the provisions of this Constitution, the Design Manual, and the Conduct Rules. Such costs and expenses may be added to the Member's levy account and recovered in the same manner as applies to arrear Levies together with interest calculated at the Prime Rate plus 5% per annum.

15. THE BOARD

15.1. The Board of the Association shall comprise of a minimum of 2 (two) Trustees and a maximum of 5 (five) Trustees elected or appointed by the Members.

15.2. The Trustees referred to in clause 15.1 above, shall be elected by the Members present in person or by proxy or by BC Trustee or by authorised representative at each Annual General Meeting of the Association.

15.3. The Board may co-opt Members and Trustees of Bodies Corporate as additional Trustees to serve on the Board of Trustees. If additional Trustees are co-opted the maximum number of Trustees shall be limited to 6 (six) Trustees.

15.4. A Trustee shall by accepting his appointment to office be deemed to have agreed to be bound by all the provisions of this Constitution.

15.5. The Board may appoint a Professional Trustee to serve as a Trustee on the Board for a specific period, 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 Development. The Professional Trustee may attend Board meetings but will only serve in an advisory capacity and will have no voting rights whatsoever. The Board 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.

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16. FIDUCIARY RELATIONSHIP

16.1. Each Trustee shall stand in a fiduciary relationship to the Association. A Trustee shall be disqualified from voting in respect of any contract or proposed contract or any litigation or proposed litigation or any dispute with the Association by virtue of any interest he may have therein.

16.2. A Trustee is required to:

16.2.1. Perform the functions of office in good faith, honesty and in a transparent manner, and

16.2.2. At all times act in the best interest of the Association, and in such a way that the credibility and integrity of the Association and/or the Development is not compromised in any way.

16.3. When nominated, a Trustee shall simultaneously with his nomination, declare in writing to the Board any financial interest he or his immediate family or business associates may have in respect of any contract, deliberations, or other transactions with the Association.

16.4. 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 endeavouring to become involved, in any contract with financial gain with the Association.

16.5. A Trustee may not, without the permission of the Board, disclose any privileged or confidential information to any person not authorised or entitled to receive same.

16.6. A Trustee may not, except through the Chairperson of the Trustees and/or the Board:

16.6.1. Interfere in the management or administration of the Development, unless mandated by the Board;

16.6.2. Give or purport to give any instruction to any employee other than the Management Company;

16.6.3. Obstruct or attempt to obstruct the Management Company or any of the employees of the Association in the implementation of any decision or resolution of the Board, or

16.6.4. Encourage or participate in any conduct which would cause or contribute to maladministration by the Board.

16.7. 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 a provision of this Constitution or the Design Manual or the Conduct Rules or establish a special committee to investigate and make appropriate recommendations to the Board in this respect.

16.8. Should the Board find that a Trustee is in breach of a provision of this Constitution or of the Design Manual or of the Conduct Rules or has been found to be negligent in any of the duties assigned to him in his capacity as a Trustee or has reasonable grounds to suspect that a Trustee was or is involved in any form of theft or fraud regarding any funds of the Association, the Board may:

16.8.1. issue a formal warning to the Trustee concerned;

16.8.2. reprimand the Trustee;

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16.8.3. suspend the Trustee;

16.8.4. suspend the Trustee pending the outcome of a forensic audit in the instance of any suspected theft or fraud, or

16.8.5. request the Trustee to resign, or

16.8.6. request the Association to remove the Trustee from the Board.

17. CHAIRPERSON

17.1. The Board shall within 14 (fourteen) days of each Annual General Meeting, appoint a Chairperson, who shall hold office until the next Annual General Meeting. The office of Chairperson shall automatically be vacated by a Trustee holding such office upon his ceasing to be a Trustee for any reason, in which event the Board shall immediately appoint a new Chairperson.

17.2. Except as otherwise provided in this Constitution, the Chairperson shall preside at all meetings of the Board and at all General Meetings and, in the event of the Chairperson not being present within 15 (fifteen) minutes of the scheduled meeting time or in the event of his inability or unwillingness to act, any one of the remaining Trustees shall preside in his stead, or the Members present shall appoint another Chairperson for the purpose of the General Meeting.

17.3. Except as otherwise provided in this Constitution, the proceedings at any Board meeting and General Meeting shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

17.4. If any Chairperson vacates his office as Chairperson or no longer continues in office for any reason, the Board shall meet as soon as reasonably possible to appoint one of their number as Chairperson who shall hold office as such for the remainder of the period of office of the first mentioned Chairperson.

17.5. If the Chairperson vacates the chair during a Board meeting or is not present or is, for any other reason, unable to preside at any meeting, the Board present at such meeting shall choose another Chairperson for such meeting.

17.6. If the Chairperson vacates the chair during a General Meeting or is not present or is, for any other reason, unable to preside at any meeting, and no other Trustee is willing to act as Chairperson, the Members present at such General Meeting in person or by proxy shall choose another Chairperson for such meeting.

18. REMOVAL AND ROTATION OF TRUSTEES

18.1. Subject to clause 18.2 each Trustee shall hold office as such from the date of his appointment until the next Annual General Meeting following his appointment, at which Annual General Meeting each Trustee shall be deemed to have retired from office but shall be eligible for re-election as a Trustee by the Members at the Annual General Meeting.

18.2. A Trustee shall be deemed to have vacated his office as such:

18.2.1. should he become disqualified to act as a director of a company in terms of the Companies Act, 2008;

18.2.2. should he be removed from office by a resolution of the Board or by an Ordinary Resolution of the Members;

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- 18.2.3. should his estate be sequestrated whether provisionally or finally or upon his surrendering his estate or making any arrangement or compromise with his creditors;
- 18.2.4. on is conviction of any offence involving dishonesty;
- 18.2.5. on the commission by him of any act of insolvency;
- 18.2.6. should he become of unsound mind or being found to be a lunatic or mentally handicapped;
- 18.2.7. on his resignation from such office in writing;
- 18.2.8. on his death; or
- 18.2.9. if he or where applicable his Body Corporate is in arrears with the Levies or any other amounts due to the Association for 2 (two) months or more; or
- 18.2.10. upon his failure to comply with his fiduciary duties as Trustee or acting in conflict with the interest of the Association.
- 18.3. Upon any vacancy occurring in the Board prior to the next Annual General Meeting, the Board shall appoint a person to hold office until the conclusion of the next Annual General Meeting following his appointment. If the vacancy occurs in respect of a person who is/was a trustee of a Body Corporate, the Board shall appoint one of the other trustees of the Body Corporate to fill the vacancy.
- 18.4. The Board may appoint, for a specified period, a person qualified to serve as a Trustee as a replacement for any Trustee who is absent or otherwise unable to perform the duties of that office.
- 18.5. Notwithstanding the fact that a Trustee shall be deemed to have vacated his office as provided in clause 18.2, anything done by such Trustee in the capacity of a Trustee in good faith shall be valid until the fact that he is no longer a Trustee has been recorded in the minutes of the Trustees or of the Association or in terms of a resolution.

19. PROCEEDINGS OF THE TRUSTEES

- 19.1. The Board may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit, subject to any provisions of this Constitution.
- 19.2. The Chairperson may at any time convene a Board meeting by giving to the other Trustees and to the Managing Agent not less than 7 (seven) days' written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting; provided that in cases of urgency, such shorter notice as is reasonable in the circumstances may be given.
- 19.3. A Trustee may, provided he has the support in writing of 1 (one) other Trustee, at any time convene a Board meeting by giving to the other Trustees and the Managing Agent not less than 7 (seven) days' written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting; provided that in cases of urgency, such shorter notice as is reasonable in the circumstances may be given. It is sufficient if the notice of the Board meeting is transmitted electronically directly to the Trustees and to the Managing Agent in a manner and form that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.

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- 19.4. The quorum necessary for the holding of all Board meetings shall be 2 (two) Trustees. If no quorum is present within 15 (fifteen) minutes after the time for commencement of the meeting then it shall stand adjourned for the same time and place on the following Business Day and, if at such adjourned meeting, a quorum is not present within 30 (thirty) minutes after the time appointed for the meeting, the Trustees then present shall be a quorum, provided that at least 2 (two) Trustees shall be personally present.
- 19.5. Any resolution of the Board shall be carried by a simple majority of all votes cast and each Trustee shall have 1 (one) vote. In the case of an equality of votes for or against a resolution, the Chairperson shall have a second casting vote.
- 19.6. A resolution signed by the majority of the Trustees present for the time being in South Africa shall be valid in all respects as if it had been duly passed at a Board meeting duly convened.
- 19.7. The Board shall have the right to vary, cancel or modify their decisions and resolutions from time to time.
- 19.8. The Chairperson may make arrangements for attendance of the Board meeting by Skype, Zoom, Microsoft Teams or by any other method, provided that the method of attendance:
- 19.8.1. must be accessible to all Trustees and persons who are entitled to attend the meeting;
 - 19.8.2. enables all persons participating in the meeting to communicate with each other during the meeting; and
 - 19.8.3. enables the Chairperson to confirm, with reasonable certainty, the identity of the participants.
- 19.9. A person who attends a meeting by any method provided in clause 19.8 is deemed to be personally present at the meeting.
- 19.10. The Board must ensure that minutes are taken of every Board meeting, although not necessarily word for word. The minutes must be reduced to writing within 15 (fifteen) days after the Board meeting and the draft minutes must be delivered to the Trustees. The minutes must be approved by the Board and must then be certified as correct by the Chairperson of the meeting. The Board must keep all minutes of Board meetings in perpetuity.
- 19.11. On the written application of a Member, the Board must make minutes of their proceedings available for inspection by or on behalf of the Member during reasonable hours on Business Days and/or furnish them with the copies as may be required, against payment of the required charges.
- 19.12. All resolutions recorded in the minutes of any Board meeting shall be valid and of full force and effect as therein recorded with effect from the passing of such resolutions and until varied or rescinded, but no resolution or purported Board resolution shall be of any force or effect or shall be binding upon the Members or any of the Trustees, unless such resolution is competent within the powers of the Trustees.
- 19.13. No agreement concluded on behalf of the Association shall be valid and binding unless it is signed by the Chairperson or by a Trustee or representative of the Managing Agent specifically appointed as authorised signatory in terms of a Board resolution.

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19.14. Trustees shall be entitled to be repaid all reasonable expenses incurred by them in or about the performance of their duties as Trustees or as Chairperson in good faith.

19.15. Unless otherwise determined by an Ordinary Resolution, Trustees shall not be entitled to any other remuneration, fees, or salary in respect of the performance of such duties.

20. FUNCTIONS, POWERS, AND DUTIES OF THE TRUSTEES

20.1. Subject to the provisions of this Constitution and subject to any directions given or restrictions which may be imposed by the Members by Ordinary Resolution at a General Meeting, the Board shall perform the functions, powers, and duties of the Association.

20.2. Without detracting from the scope of the additional duties specified in the Constitution, the Board shall perform the functions referred to in clause 5.2, 5.4 and 5.5 of the Constitution.

20.3. The Board shall do all things reasonably necessary for the control, management, and administration of the Development in terms of the powers conferred upon the Association by clause 5.3 of the Constitution.

20.4. Without in any way limiting the powers granted, the powers of the Board shall include:

20.4.1. to issue instructions to Members to ensure that the Constitution, the Design Manual, and the Conduct Rules are complied with;

20.4.2. to delegate to one or more Trustees such of their powers and duties as they deem fit and at any time to revoke such delegation;

20.4.3. appoint a Managing Agent on such terms and conditions as determined by the Board;

20.4.4. to form committees for the performance of designated tasks on behalf of the Trustees;

and generally, any such power, reasonably necessary to fulfil the objectives of the Association.

20.5. The Board shall do all things reasonably necessary for the enforcement of this Constitution, the Design Manual, and the Conduct Rules. The Board may, should they so decide, investigate any suspected or alleged breach of this Constitution, the Design Manual, or the Conduct Rules by any Member, Occupant, or Invitee in such reasonable manner as they shall decide from time to time.

21. GENERAL MEETING OF THE ASSOCIATION

21.1. The Association shall within 4 (four) months after the end of its Financial Year hold a General Meeting as its Annual General Meeting. At least one Annual General Meeting must be held per year. The Annual General Meeting shall be held on such date and at such time and place as the Board shall decide from time to time.

21.2. All General Meetings other than Annual General Meetings shall be called Special General Meetings. Special General Meetings shall be held on such date and at such time and place as the Board shall decide from time to time. The Board may at any time convene a Special General Meeting.

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- 21.3. The Board must convene a Special General Meeting upon receipt of a request in writing received from Members holding at least 1/3 (one third) of the votes of the Members. The agenda of a Special General Meeting shall be limited to those matters included in the notice of the Special General Meeting.
- 21.4. The following matters shall be dealt with at every Annual General Meeting:
- 21.4.1. confirm proxies, BC Trustees, and other persons representing Members;
 - 21.4.2. determine that there is a quorum;
 - 21.4.3. elect a person to chair the meeting, if necessary;
 - 21.4.4. approve the agenda of the meeting;
 - 21.4.5. the approval of the minutes of the previous Annual General Meeting of the Association;
 - 21.4.6. deal with matters arising from these minutes and any unfinished business;
 - 21.4.7. the consideration of the report by the Board or the Managing Agent;
 - 21.4.8. the consideration of the financial statements of the Association for the preceding Financial Year;
 - 21.4.9. the consideration and approval, with or without amendment, of the Budget as presented by the Board;
 - 21.4.10. to consider and approve insurance for the Association;
 - 21.4.11. the election of the Trustees;
 - 21.4.12. any other business pertinent to such meeting, including any Ordinary Resolution or Special Resolution proposed for adoption;
 - 21.4.13. the consideration of any matters raised at the meeting, including any resolution proposed for adoption by the meeting and the voting upon any such resolution;
 - 21.4.14. the giving of directions to or the imposing of restrictions on the Board.
 - 21.4.15. dissolve the meeting.

22. PROCEDURE AT GENERAL MEETINGS

- 22.1. The Chairperson shall preside as such at all General Meetings provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then one of the Trustees shall act as Chairperson of the General Meeting who shall thereupon exercise all the powers and duties of the Chairperson in relation to such General Meeting. If no Trustee is able or willing to act as Chairperson, the Members present or represented at such General Meeting shall vote to appoint a Chairperson for the General Meeting.

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22.2. The Chairperson may, with the consent of any meeting, adjourn the meeting from time to time and from place to place. No notice needs to be given of the adjourned General Meeting save for an announcement at the meeting of the date, time, and venue of the adjourned General Meeting, unless the General Meeting is to be adjourned for 30 (thirty) days or more, in which event notice is to be given in the same manner as the original General Meeting.

22.3. No business shall be transacted at any adjourned General Meeting other than the business that might have been transacted at the meeting from which the adjournment took place.

22.4. Save as otherwise provided in this Constitution, the proceedings at any General Meeting shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

23. NOTICE OF GENERAL MEETINGS

23.1. An Annual General Meeting or Special General Meeting shall be called by at least 14 (fourteen) Clear Days' written notice. Notice of a General Meeting shall be given to all the Owners of Erven and Bodies Corporate. The notice of a General Meeting shall be exclusive of the day on which it is posted or e-mailed and of the day for which it is given.

23.2. A General Meeting called by shorter notice than provided for in clause 23.1 shall be deemed to have been duly called if it so agreed by an Ordinary Resolution of the Members having the right to attend and to vote at the General Meeting.

23.3. The notice of the General Meeting shall specify the date, time and place of the meeting and the business of the meeting. If a Special Resolution is proposed for adoption, the notice must specify the Special Resolution proposed for adoption.

23.4. The notice of a General Meeting may be delivered by hand, prepaid post or may be transmitted by e-mail to the e-mail address of the Member or where applicable of the Body Corporate.

23.5. The accidental omission to give notice of a General Meeting or 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 General Meeting or any resolution passed at any General Meeting. Furthermore, the non-receipt of notice of a meeting, by any Member entitled to receive such notice, shall not invalidate the proceedings at that General Meeting. It is the responsibility of each Member to ensure that he has received all the documents relevant to the General Meeting to be held.

24. REPRESENTATION AND PROXIES AT GENERAL MEETINGS

24.1. At every General Meeting, an Owner of an Erf may be present in person or be represented by a proxy or other authorised representative, who need not be a Member of the Association. At every General Meeting, a Body Corporate and the Owners of Units in the Scheme shall be represented by a BC Trustee, who shall be present in person or be represented by a proxy or other authorised representative.

24.2. A Member may be represented at a General Meeting:

24.2.1. in the case of an individual Owner or joint Owner by any one of the registered owners;

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- 24.2.2. in the case of the Member being a Company or Close Corporation, by a resolution; or
- 24.2.3. in the case of the Member being a Close Corporation, by a proxy being a member or member trustee, duly authorised thereto by a resolution; or
- 24.2.4. in the case of the Member being a Trust, by a proxy being a trustee, duly authorised thereto by a resolution; or
- 24.2.5. in the case of a Body Corporate, by a BC Trustee present in person or by proxy;
- 24.2.6. by a proxy.
- 24.3. The proxy together with the original or a certified copy of a resolution, power of attorney or other authority under which it is signed, must be lodged with the Board or the Managing Agent at least 24 (twenty four) hours before the commencement of the General Meeting or adjourned General Meeting concerned.
- 24.4. Notwithstanding the provisions of clause 24.3, the Chairperson of the meeting may agree to accept a proxy tendered at any time to him before the commencement of the General Meeting or during the General Meeting. All such documents must be available for inspection by any person at the meeting concerned.
- 24.5. The document appointing a proxy shall be in such form that is acceptable to the Chairperson of the General Meeting or adjourned General Meeting 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.
- 24.6. The document appointing a proxy will only be valid for the specific General Meeting and for the adjournment thereof.
- 24.7. A vote given in accordance with the terms of a document appointing a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Board or the Managing Agent at least 1 (one) hour before the time fixed for the holding of the meeting.
- 24.8. The owners of Units in the Schemes shall be entitled to attend the General Meetings of the Association, but their BC Trustee shall exercise their votes on their behalf and speak on their behalf at the General Meetings.
- 24.9. The Board may arrange for attendance at a General Meeting by Skype, Zoom, Microsoft Teams or by any other method, provided that the method of attendance:
- 24.9.1. must be accessible to all Members and persons who are entitled to attend the meeting;
- 24.9.2. enables all persons participating in the meeting to communicate with each other during the meeting; and
- 24.9.3. enables the Chairperson to confirm, with reasonable certainty, the identity of the participants.
- 24.10. A person who attends a meeting by any method provided in clause 24.9 is deemed to be personally present at the meeting.

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25. QUORUM

- 25.1. No business shall be transacted at any General Meeting unless a quorum of Members is present in person or by proxy or by BC Trustee or by authorised representative when the General Meeting proceeds to business and when any resolution is to be passed. The quorum necessary for the holding of any General Meeting shall be at least at least 30% (thirty percent) of the Members entitled to vote, present at the meeting in person or by proxy or by BC Trustee or by an authorised representative.
- 25.2. If, within 15 (fifteen) minutes after the time appointed for the commencement of the General Meeting, a quorum is not present, the General Meeting shall stand adjourned to the same day in the next week, at the same place and time or to such other day, time and place as the Chairperson may determine. If, at such adjourned General Meeting, a quorum is not present, the Members then present in person or by proxy or by BC Trustee or by authorised representative shall constitute a quorum, provided that, where the meeting was called at the request of the Members in terms of clause 21.3, the meeting shall be dissolved.
- 25.3. The Chairperson of a General Meeting may adjourn the meeting from time to time and from place to place if the meeting approves of such adjournment by Ordinary Resolution. In the event of such an adjournment:
- 25.3.1. No notice needs to be given of the adjourned meeting save for an announcement at the original meeting of the date, time, and venue of the adjourned meeting, unless the meeting is to be adjourned for 30 (thirty) days or more in which event notice is to be given in the same manner as from the original meeting;
- 25.3.2. Only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

26. VOTING AT GENERAL MEETINGS

- 26.1. Subject to the provision of this Constitution, all resolutions at General Meetings shall be passed by Ordinary Resolution. At every General Meeting any Ordinary Resolution shall be carried on a simple majority of all the votes cast thereon. Any Special Resolution proposed for adoption at a General Meeting shall be carried by at least 66% (sixty six percent) of the votes cast on the resolution. An abstention shall not be counted as a vote for or against the resolution in question.
- 26.2. At every General Meeting every Member present in person or by proxy or by BC Trustee or by authorised representative and entitled to vote shall have 1 (one) vote per Erf owned and a BC Trustee shall have 1 (one) vote in respect of the Scheme and the Units in the Scheme which he represents.
- 26.3. At every General Meeting and unless the Chairperson of the meeting otherwise directs or a poll is demanded by Ordinary Resolution, all voting shall be on a show of hands of the Members present in person or by proxy or by BC Trustee or by authorised representative and entitled to vote. A poll shall be taken in such manner as the Chairperson directs and the value of the votes of the Members shall be as specified in clause 26.2.
- 26.4. Notwithstanding the provisions of clause 26.3 aforesaid, voting on any question of adjournment, shall be decided on a show of hands by an Ordinary Resolution.

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- 26.5. Any Member who is in arrears with the Levies or any other amounts due to the Association for 2 (two) months or more, shall not be entitled to vote at a General Meeting, either in person or by proxy or by authorised representative. A trustee of a Body Corporate shall not be entitled to exercise the vote of the Body Corporate that is in arrears with the levies or other amounts due to the Association for 2 (two) months or more.
- 26.6. A vote cast under a proxy, power of attorney, or other authority which has been revoked shall nevertheless be valid unless:
- 26.6.1. written notice of the revocation is received by the Association prior to the meeting concerned, or
- 26.6.2. the Chairperson agrees to accept written or oral notice of such revocation at the meeting.
- 26.7. No objection shall be raised to the admissibility of any vote except at the General Meeting or adjourned meeting at which the vote objected to, is cast and every vote not disallowed at such General Meeting will be valid for all purposes.
- 26.8. If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter such difficulty or dispute must be determined by the Chairperson, whether or not observers have been appointed to count the votes, and his decision will be final and conclusive.
- 26.9. A declaration made in good faith by the Chairperson of a General Meeting 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, as the case may be.
- 26.10. An Ordinary Resolution agreed to in writing by or on behalf of Members holding an ordinary majority of the votes of all the Members of the Association shall be as valid as if it had been passed at a duly convened General Meeting.
- 26.11. A Special Resolution agreed to in writing by or on behalf of Members holding at least 66% (sixty six percent) of the votes of all the Members of the Association shall be as valid as if it had been passed at a duly convened General Meeting.

27. MINUTES OF GENERAL MEETINGS

- 27.1. The Board must ensure that minutes are taken of every General Meeting of the Association, although not necessarily word for word. The minutes must be reduced to writing within 30 (thirty) days after the General Meeting and the draft minutes must be sent to the Members. The minutes must be approved by the Members at the following General Meeting of the Association and must then be certified as correct by the Chairperson of the meeting. The Board must keep all minutes of General Meetings of the Association in perpetuity.
- 27.2. On the written application of a Member, the Board must make the minutes of General Meetings available for inspection by or on behalf of the applicant during reasonable hours on Business Days and/or furnish them with the copies as may be required against payment of the required charges.

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- 27.3. All resolutions recorded in the minutes of General Meetings of the Association shall be valid and of full force and effect as therein recorded with effect from the passing of such resolutions and until varied or rescinded, but no resolution or purported resolution of the Association shall be of any force or effect or shall be binding upon the Members or any of the Trustees, unless such resolution is competent within the powers of the Association.

28. BOOKS OF ACCOUNT AND FINANCIAL STATEMENTS

- 28.1. The Board shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the Association.
- 28.2. At each Annual General Meeting the Board shall lay before the Association financial statements for the immediately preceding Financial Year of the Association. Such financial statements shall be drawn up in accordance with generally accepted accounting practise and shall be accompanied by such additional reports as may be necessary at the discretion of the Board.
- 28.3. The Board shall cause all books of account and records to be retained for a period of 6 (six) years after completion of the transaction, acts or operations to which they relate.
- 28.4. On the written application of a Member, the Board shall make all or any of the financial statements, books of account and records available for inspection by or on behalf of the Member during reasonable hours on Business Days and/or furnish them with the copies as may be required against payment of the required charges.
- 28.5. The Auditors shall be appointed by the Board from time to time. Once at least in every year, the accounts of the Association shall be examined, and the correctness of the financial statements shall be ascertained by the Auditors by way of an audit or independent review, as the Board may elect. The duties of the Auditors shall be regulated in accordance with general practise and applicable professional standards.

29. DEPOSIT AND INVESTMENT OF FUNDS

- 29.1. The Board shall cause all moneys received by the Association to be deposited to the credit of an account or accounts with a registered South African commercial bank in the name of the Association. Subject to any directions given or restrictions imposed by an Ordinary Resolution of the Members, such moneys shall only be withdrawn from the bank account for the purpose of payment of the expenses of the Association or for investment purposes.
- 29.2. Any funds of the Association not immediately required for disbursements may be invested in a savings account, money market account or similar account with any registered South African commercial bank or with a Financial Institution approved by the Board from time to time.
- 29.3. The Board may authorise a Managing Agent to administer and operate the accounts referred to in clause 29.1 and 29.2 above, subject to such conditions and restrictions as they may impose.
- 29.4. The Association shall use interest on moneys invested for any lawful purpose in the interest of the Association.

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30. SERVICE ADDRESSES OF MEMBERS AND OCCUPANTS

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- 30.1. The Service Address for any legal process or delivery of any notice or other document to a Member in terms of this Constitution shall be the street address of the property owned by the Member in the Development. The Service Address of a Body Corporate shall be the address of the Managing Agent or the address of the chairperson of the Body Corporate.
- 30.2. A Member may by written notice to the Association alter his Service Address, provided that such new address may not be a post office box or post restante and provided that such address shall be situated within the Republic of South Africa and shall not be effective until 14 (fourteen) days after receipt of such notice by the Association.
- 30.3. The Service Address for any legal process or delivery of any other document to an Occupant shall be the street address of the property occupied or leased by the Occupant in the Development.

31. DELIVERY OF NOTICES

- 31.1. A notice by the Association to a Member or Occupant in terms of the Constitution, the Design Manual or the Conduct Rules shall be in writing and shall be delivered either by hand or by prepaid post properly addressed to the Member or Occupant at his Service Address. It shall be competent to transmit the notice to a Member or Occupant by e-mail where the e-mail address of the Member or Occupant is recorded with the Association.
- 31.2. The signature to any notice given by the Association may be written or printed, or partly written and partly printed or signed electronically.
- 31.3. Any notice to a Member or Occupant:
- 31.3.1. sent to him by prepaid post in a correctly addressed envelope to his Service Address, shall be deemed to have been received on the 5th day after the date when the notice was posted; or
 - 31.3.2. if delivered by hand to the Member or Occupant, or to a responsible person at the Service Address of the Member or Occupant, shall be deemed to have been received on the day of delivery; or
 - 31.3.3. if sent by e-mail to the recorded e-mail address of the Member or Occupant, shall be deemed to have been received on the 1st Business Day after the date of the e-mail.
- 31.4. Notwithstanding anything to the contrary herein contained, a written notice actually received by a Member or Occupant shall be adequate written notice to such Member or Occupant notwithstanding that it was not delivered in accordance with clause 31.1 above.

32. INDEMNITY

- 32.1. The Board, a Trustee, a Professional Trustee, the Managing Agent and each servant, agent or employee of the Association shall be and are hereby indemnified by the Association against any liabilities bona fide (in good faith) incurred by them, jointly or severally, in their respective capacities in connection with the discharge of any of their duties.

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32.2. It shall be the duty of the Board out of the funds of the Association to pay all costs, losses, and expenses (including travelling expenses) which the Board or a Trustee may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person in the discharge of any of their respective duties, including, without limitation, the costs of defending any proceedings, civil, criminal, or otherwise in which relief is granted by a court.

32.3. The Board, a Trustee, or a Professional Trustee, or the Developer shall not be liable for the act or omission of the Managing Agent, the Auditors or of any of the other Trustees whether in their capacities as Trustee 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 moneys of the Association are invested, or for loss or damage arising from the insolvency or wrongful act of any person with whom any moneys 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 occurring as a result of mala fides (bad faith), breach of duty or breach of trust.

33. COMMON PROPERTY

33.1. The Association must take transfer of the Common Property from the Developer.

33.2. The Board shall be responsible for the control, repair, maintenance and administration of the Common Property and any buildings, improvements, structures, installations, and devices constructed on or contained in the Common Property and for all the movable and immovable assets of the Association. The Board shall control all services, landscaping, irrigation, and facilities in respect of the Common Property and shall also control access to and use of the Common Property.

33.3. The Board may, subject to the directions given or restrictions imposed by an Ordinary Resolution of the Members and subject to municipal approval where applicable:

33.3.1. let parts of the Common Property on terms shorter than ten (10) years;

33.3.2. construct improvements or structures on the Common Property or remove improvements or structures;

33.3.3. repair, maintain, upgrade, and provide services in respect of the Common Property;

33.3.4. enter into agreements with service providers and/or other persons in respect of the Common Property.

33.4. No portion of the Common Property shall be alienated, sold, or let on a long-term lease for a period of 10 (ten) years or longer, or be otherwise disposed of, subdivided, mortgaged, or subjected to any servitudes or other rights to be registered in the Deeds Registry, save as specified in the conditions of approval without the authorisation of the Members by Special Resolution.

34. INSURANCE

34.1. The Board shall procure at the costs of the Association general public liability insurance in respect of Common Property. The amount of the general public liability insurance shall be determined by the Board or by the Members at the Annual General Meeting by Ordinary Resolution.

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34.2. The Board shall procure at the cost of the Association such insurance as may be required from time to time in terms of the CSOS Act and as may be deemed necessary by the Board and/or as may be directed by the Members by Ordinary Resolution.

34.3. The Board may procure, at the cost of the Association such other insurance against such risks as may be determined by the Board or as may be directed by the Members by Ordinary Resolution.

35. SERVICES, WATER AND RATES AND TAXES

35.1. Subject to clause 35.2, the Association shall be responsible for the provision of, the repair, maintenance, upkeep, and proper control, operation, and administration of the Services in respect of the Development and shall comply with the approvals and conditions of the Municipality.

35.2. A Member shall be responsible for the repair and maintenance of the service infrastructure in respect of his Erf or Section and for the charges due for the provision of services to his Erf or Section. A Body Corporate shall be responsible for the repair and maintenance of the service infrastructure in respect of the BC Common Property.

35.3. Every Member or Body Corporate shall be liable to pay the charges for the supply and use of water to the Erf or Scheme as billed by the Municipality. Every Member shall be liable to pay the rates and taxes charged in respect of his Erf or Unit to the Municipality.

35.4. The Association is liable to pay the charges for the supply and use of water to the Common Property.

36. BREACH OF THIS CONSTITUTION, THE DESIGN MANUAL AND THE CONDUCT RULES

36.1. The Board or the Managing Agent may on behalf of and in the name of the Association institute legal proceedings against any Members or Occupants who are in breach of any of the provisions of this Constitution, the Design Manual, or the Conduct Rules.

36.2. If a Member commits a breach of any provision of this Constitution, the Design Manual, or the Conduct Rules by failing to pay on due date any Levies, penalties, or any other amounts payable by such Member to the Association, the Board or the Managing Agent may give notice to such Member requiring him to remedy such breach within a period of 10 (ten) days from the date of the notice. Should the Member fail to timeously remedy the breach, the Board may on behalf of the Association institute legal proceedings against the Member without further notice in any court of competent jurisdiction for the payment of the overdue Levies, penalties, and/or other amounts.

36.3. Save for clause 36.2 above, if a Member commits any other breach of any provision of this Constitution, the Design Manual or the Conduct Rules and fails to commence to remedy that breach within a period of 10 (ten) days from the date of the written notice to that effect by the Board or the Managing Agent, and to complete the remedying of such breach within a reasonable time or as may be specified in the notice, then the Board or the Managing Agent shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the Association, or the Board or any other Member, may have in terms of the Constitution, or in law, including the right to claim damages, to:

36.3.1. enter upon the Erf or the BC Common Property to take such action as may reasonably be required to remedy the breach and the Member shall be liable to the Association for all costs so incurred, which costs shall be due and payable upon demand and may be added to the levy account of the Member; and/or

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- 36.3.2. impose a fine on the Member in terms of clause 38 of the Constitution; and/or
- 36.3.3. institute legal proceedings in any court of competent jurisdiction for such relief as the Board may consider necessary; and/or
- 36.3.4. apply in terms of the CSOS Act for an appropriate order as the Board may consider necessary.
- 36.4. In the event that the Board institute proceedings against a Member in terms of the foregoing provisions, the Board shall be entitled to recover from such Member all costs, including all legal costs on the scale as between attorney and own client together with collection commission, advocate's fees, tracing fees, collection fees, administrative costs and all other expenses and charges incurred by the Association in obtaining recovery of arrear Levies or other amounts due to the Association, or in enforcing compliance with the provisions of this Constitution, the Design Manual or the Conduct Rules.
- 36.5. Should any Member fail to pay any amount due by that Member to the Association on the due date, then such Member shall pay interest on the amount outstanding from time to time at the Prime Rate plus 5% (five percent) per annum.
- 36.6. In the event of any breach of this Constitution, the Design Manual or the Conduct Rules by an Occupant or Invitee, such breach shall be deemed to have been committed by the Owner but, without prejudice to the foregoing, the Board shall be entitled to take or cause to be taken such steps against the person who committed the breach as they may in their discretion deem fit, with or without proceedings against the Owner.
- 36.7. Nothing in this clause shall be construed as prohibiting or preventing the Board, if considered necessary by them, from applying to court for an interdict or other urgent relief against any Member in breach of this Constitution, the Design Manual, or the Conduct Rules or in the event of a threatened or impending or ongoing breach by such Member of this Constitution, the Design Manual, or the Conduct Rules.
- 36.8. Nothing in this clause shall derogate from or in any way diminish the right of the Board (as they may, in their sole and absolute discretion resolve) to refer a dispute for dispute resolution proceedings in terms of clause 37 of the Constitution.
- 36.9. Aforesaid provisions may, where applicable, also be applied mutatis mutandis (with the necessary changes having been made) to Occupants and Invitees.

37. DETERMINATION OF DISPUTES

- 37.1. Should any deadlock or dispute (other than a dispute in respect of which urgent relief may be obtained from a court of competent jurisdiction) arise or a deadlock exist in relation to any matter which requires consensus between a Member or Members and/or between a Member and the Board in the widest sense (hereinafter collectively referred to as a "dispute") in connection with-
- 37.1.1. the interpretation of;
- 37.1.2. the effect of;
- 37.1.3. their respective rights or obligations under;
- 37.1.4. a breach of (save for non-payment of Levies or any other amount due by a Member in terms of the Constitution),

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this Constitution, the Design Manual or the Conduct Rules such dispute will, ~~or by an internal dispute resolution mechanism~~, be referred to and be determined by mediation or arbitration in terms of this clause 37, provided that a person to the dispute has demanded the dispute resolution by written notice to the other persons (to the dispute) and provided further that the person desiring such dispute resolution has first resorted to the internal dispute resolution mechanism in terms of clause 37.2, before either proceeding with mediation and arbitration procedures in terms of the ensuing provisions of clause 37.

- 37.2. In the event of any dispute arising, the parties to the dispute must in the first instance engage each other in good faith with a view to resolving the dispute within a period 7 (seven) Business Days after the date on which the dispute was referred to them. For the purpose of engaging and as an internal dispute mechanism the parties to the dispute may engage telephonically, and/or in writing and/or schedule a joint meeting and/or refer the dispute to the Board for consideration at a Board meeting, which meeting/s must be recorded in writing.
- 37.3. Only in the event of the dispute not being resolved by the internal dispute mechanism as contemplated in clause 37.2 may the dispute be referred to a mediator and/or arbitrator as contemplated in the ensuing provisions of clause 37.
- 37.4. Prior to any dispute as aforesaid being determined by arbitration, immediately upon any person (to the dispute) requesting such arbitration, the dispute will be referred forthwith to a mediator for attempted resolution by such mediator, on the following basis:
- 37.4.1. the mediation will be conducted by a mediator selected by agreement between the persons (to the dispute) and failing such agreement within seven (7) Business Days after a written request by the aggrieved person (to the dispute) to the others for such mediation, nominated on the application of either person by the chairperson for the time being of the Legal Practice Council Western Cape, or its lawful successor;
- 37.4.2. the persons (to the dispute) will not be entitled to be represented at any hearing before or at any meeting or in any discussion with the mediator except personally if an individual Member, or by a director of the company or member of a close corporation or trustee of a trust, who is the Member, or by a Trustee in the instance of the Association;
- 37.4.3. the mediator will, as he deems fit, follow formal and/or informal proceedings and receive evidence on submission, orally or in writing, sworn or unsworn, at joint meetings, with the persons (to the dispute) or separately as from any person whom he considers can assist in the formulation of his opinion, provided that:
- 37.4.3.1. each person (to the dispute) will be given reasonable opportunity of presenting evidence and submissions and of responding to evidence and submissions of any other person (to the dispute); and
- 37.4.3.2. each person (to the dispute) will be given full details of any evidence on submission received by the mediator from any other person (to the dispute) or any other person otherwise than at a meeting where all the persons (to the dispute) are present;
- 37.4.3.3. the mediator will have the power to propose to the persons (to the dispute) compromise settlements or agreements for the whole or portion of the dispute;

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- 37.4.4. the mediator will as soon as is reasonably practicable give to each of the persons (to the dispute) his written opinion on the dispute, recording the details of any agreement reached between the persons (to the dispute) during the mediation;
- 37.4.5. the mediator's opinion will become binding on the persons (to the dispute) only to the extent correctly recorded as being agreed by the persons in the mediator's written opinion or otherwise as recorded in writing to the persons (to the dispute) subsequent to the receipt of the mediator's opinion;
- 37.5. the disputes on any matter still unresolved after the application of the foregoing provisions will be resolved by arbitration as set out below;
- 37.5.1. save for reference to any portion of the mediator's opinion which has become binding in terms of clause 37.4.5 no reference will be made by or on behalf of any person (to the dispute) in any proceedings after mediation, to the mediator's opinion, or to the fact that any particular evidence was given, and to any submission statement or admission made in the course of the mediation; and/or
- 37.5.2. in respect of the nature of the mediator's opinion, each of the persons will pay his own costs arising from this mediation and the persons (to the dispute) will pay in equal shares the fees and disbursements of the mediation based upon a scale of fees as agreed between the mediator and the persons (to the dispute) before the commencement of the mediation, and failing which agreement as determined by a nominee of the chairperson for the time being of the Legal Practice Council Western Cape, or its lawful successor, as being fair and reasonable regard being had to the work done by the mediator.
- 37.6. Any person subject to the provisions of this Constitution may demand that a dispute be determined by arbitration by written notice given to any other person subject to this Constitution.
- 37.7. This clause 37 will not preclude any party (subject to the provisions of this Constitution) from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 37.8. The arbitration will be held –
- 37.8.1. at a mutually acceptable place or venue in Franschhoek, Stellenbosch or in Cape Town;
- 37.8.2. with only the legal and other representatives of the persons to the dispute present thereat;
- 37.8.3. mutatis mutandis in accordance with the provisions of the Superior Courts Act, as amended, the rules promulgated in terms of that Act and the practice of the Western Cape High Court otherwise in terms of the Arbitration Act, 1965 (Act No. 42 of 1965), as amended;
- it being the intention that the arbitration will be held and completed within 21 (twenty-one) Business Days after it was demanded.
- 37.9. The arbitrator, who will be a single arbitrator, will be, if the matter in dispute is principally-
- 37.9.1. a legal matter, a practising advocate or attorney of at least ten (10) years' standing;

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- 37.9.2. an accounting matter, a practising chartered accountant and registered auditor of at least ten (10) years' standing;
- 37.9.3. any other matter, any independent person; agreed upon between the persons to the dispute.
- 37.10. Should the persons to the dispute fail to agree whether the dispute is principally a legal, accounting, or other matter within 7 (seven) Business Days after the arbitration was demanded, the matter will be deemed to be a legal matter.
- 37.11. Should the persons to the dispute fail to agree on an arbitrator within 7 (seven) Business Days after the expiry of the period referred to in clause 37.10, the arbitrator will be appointed at the request of any person to the dispute by the provincial director for the time being of the Legal Practice Council Western Cape, or its lawful successor or nominee.
- 37.12. The decision of the arbitrator will be final and binding on the persons to the dispute and may be made an order of the High Court of South Africa, Western Cape Division at the instance of any of the persons to the dispute.
- 37.13. The persons to the dispute are deemed to have consented to the jurisdiction of the Western Cape High Court in respect of any proceedings referred to in clause 37.12.
- 37.14. The persons to the dispute must and will keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential and not disclose it to anyone except for purposes of an order to be made in terms of clause 37.12.
- 37.15. The provisions of this clause 37 -
- 37.15.1. constitute an irrevocable consent by the persons to any proceedings in terms of this Constitution and no person (subject to this Constitution) will be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and
- 37.15.2. are severable from the rest of this Constitution and will remain in effect despite the termination of or invalidity for any reason of this Constitution.
- 37.16. The above remedies subsist without prejudice to the right of the Board or any other party to the dispute to institute legal proceedings by an application, action or otherwise in any court having jurisdiction for any matter relating to this Constitution or relating to the Development and Association.
- 37.17. The above remedies subsist without prejudice to the right of any part to apply to CSOS in terms of the CSOS Act for an appropriate order, upon the failure of the internal dispute resolution mechanism referred to in clause 37.2 above.
- 37.18. Aforesaid provisions may, where applicable, also be applied mutatis mutandis (with the necessary changes having been made) to Occupants.

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38. IMPOSITION OF PENALTIES

- 38.1. If the conduct of a Member, Occupant or Invitee constitutes a nuisance in the opinion of the Board or a contravention of a provision of this Constitution, the Design Manual or the Conduct Rules, the Board may by written notice inform the Member of the nuisance or contravention and warn the Member that if the Member or the Occupant fails to remedy the contravention, or persists in, or repeats such conduct or contravention, a penalty will be imposed on the Member concerned.
- 38.2. If, notwithstanding the written notice in terms of clause 38.1 above, the Member or Occupant fails to remedy the contravention or persist in or repeats such conduct or contravention, the Board may, by written notice impose a penalty on the Member. A written notice must be addressed to the Member specifying the penalty imposed, the reasons for imposing the penalty and informing the Member that if he disputes the decision of the Board, he must submit a signed and motivated complaint to the Board within 10 (ten) days after the date of the written notice.
- 38.3. The penalty imposed under clause 38.2 above, shall become due on the date of the written notice and must be paid within 10 (ten) days after the date of the written notice. Should the penalty remain unpaid, it shall be added to the Member's levy statement and shall be recovered from the Member in the same manner as applies to arrear Levies, together with interest at the interest rate applicable to arrear Levies.
- 38.4. The Board shall, from time to time, determine the amounts of penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to the directions given or restrictions imposed by the Members on the Board by Ordinary Resolution passed at General Meetings of the Association.
- 38.5. A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Member shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and may be liable for a penalty in respect of each such separate contravention.
- 38.6. A Member may at every step of the process as defined in this clause submit a signed and motivated complaint to the Board. If a Member disputes the decision of the Board to impose a penalty or the amount of the penalty imposed, the Member must within 10 (ten) days after the date of the written notice in terms of clause 38.2 submit a signed and motivated complaint to the Board.
- 38.7. Upon receipt of the complaint, the Board may:
- 38.7.1. withdraw or reduce the penalty; or
 - 38.7.2. schedule a Board meeting for the purpose of considering the objection and invite the Member to attend the meeting and/or to be represented at the meeting.
- 38.8. At the said Board meeting referred to in clause 38.7.2 above, the Member shall have the right to:
- 38.8.1. present his case and any evidence, including the calling of witnesses to substantiate his case;
 - 38.8.2. cross-examine any person called as a witness in support of the charge;
 - 38.8.3. have access to documents produced in evidence; and

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38.8.4. produce mitigating factors.

38.9. The failure of the Member charged to attend the Board meeting referred to in clause 38.7.2 and 38.8 shall not render the proceedings at the meeting void. Should the Member or his representative not attend the Board meeting without providing a reasonable request for postponement, the Board may in their sole discretion continue with the Board meeting and consider the objection in the absence of the Member.

38.10. Upon the conclusion of the Board meeting, the Board shall deliberate the evidence, and if so resolved, they may:

38.10.1. uphold the penalty; or

38.10.2. withdraw or reduce the penalty.

38.11. The aforementioned provisions may, where appropriate, also be applied mutatis mutandis (with the necessary changes having been made) to Occupants and Invitees

39. DEFAMATION PRIVILEGE

Every Member shall be deemed to have waived as against every other Member, and Trustee, and the Board, or any committee appointed by the Association, all claims and rights of action which such Member, or Trustee might otherwise have had in law arising as a result of any statement, report, complaint, or notice of or concerning such Member, or Trustee, or any reference to such Member, or Trustee, made at any Board meeting, or at a General Meeting, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of this Constitution, being a statement, report, complaint, notice or reference defamatory to such Member, or Trustee, or otherwise injurious to the dignity, reputation, business or financial interest of such Member, or Trustee, whether such statement be true or false, unless made in bad faith or in gross negligence.

40. EXCLUSION OF LIABILITY

40.1. Any Owner, Occupant, Invitee, or any other persons present in the Development or on the Common Property or using the Common Property or any facilities or services of the Association does so entirely at his own risk. The right of admission to the Development is reserved in favour of the Association.

40.2. Subject to clause 40.4 an Owner, Occupant, Invitee, or any other person in the Development shall not have any claim against the Association, the Board, the Managing Agent, or any of their agents, employees or contractors of whatsoever nature arising from the use of the Common Property or the facilities or services of the Association.

40.3. Subject to clause 40.4 the Association, the Board, the Managing Agent, the Owners, and the employees, agents or contractors of the Association shall not be liable for any loss (including consequential loss), any injury to any person (including loss of life) or loss of, or damage to, any property, which a person may suffer or sustain whether directly or indirectly in the Development:

40.3.1. by reason of any defect in or state of disrepair of the Common Property, the facilities or services, or any part thereof, or any fittings, fixtures, equipment, or appurtenances of whatsoever nature therein, notwithstanding that such defect or state of disrepair may be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the Association, the Board, the Managing Agent, or any of their agents, employees, or contractors;

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40.3.2. whether such injury, loss or damage be due to the action of rain, hail, lightning, explosion, spontaneous combustion, gas, fire, water, leakage, seepage, cessation or interruption of or defect in any electric, gas, fuel, water, sanitary, telephone, air conditioning or other services to the Development (irrespective of the cause thereof), or be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the Association, the Board, the Managing Agent, or any of their agents, employees or contractors, or be due to riots, strikes, civil commotion or any other cause whatsoever

40.4. Any claim by an Owner, Occupant, Invitee, or other person shall be limited to the amount recovered by the Association from the receipt of proceeds of the public liability insurance of the Association, if any. If and to the extent that the Association does not have any such public indemnity liability insurance or the proceeds received are insufficient, no such person shall have any claim against the Association, except in the case of bad faith or gross negligence.

41. AMENDMENT OF THE CONSTITUTION

41.1. The provisions of this Constitution may be added to, amended, substituted, or repealed from time to time by a Special Resolution of the Members of the Association. The notice of the meeting shall specify the proposed addition, amendment, or substitution or the provision to be repealed.

41.2. The amendment, addition, substitution, or repeal of any clause of this Constitution by the Members shall be effective on the adoption of a Special Resolution. An amendment of the Constitution concerning a matter in section 29(3) of the MPBL becomes effective only when certified by the Municipality.

41.3. Any amendment, addition, substitution, or repeal of any clause of this Constitution shall, on becoming effective, be submitted to the Commissioner, Tax Exemption Unit of the South African Revenue Services for the purpose of re-evaluating the status of the Association as tax exempt.

42. ASSOCIATION CEASES TO FUNCTION

42.1. If the Association ceases to function or carry out its obligations, any affected person, including a Member of the Association may in terms of section 30(1) of the MPBL apply:

42.1.1. to disestablish the Association subject to the amendment of the conditions of approval to remove the obligation to establish an owners' association, and the amendment of the title conditions pertaining to the Association, to remove any obligation in respect of an Association.

42.1.2. for appropriate action by the Municipality to rectify a failure of the Association to meet any of its obligations in respect of the control over or maintenance of services contemplated in subsection 29(3)(b) of the MPBL; or

42.1.3. to the High Court to appoint an administrator who must exercise the powers of the Association to the exclusion of the Association.

42.2. In considering an application in terms of the section 30(1)(a) of the MPBL, the Municipality must have regard to:

42.2.1. the purpose of the Association;

42.2.2. who will take over the control over and maintenance of services for which the Association is responsible; and

CONSTITUTION OF VILLAGE ARTISAN AT CABRIERE FRANSCHHOEK PROPERTY OWNERS' ASSOCIATION

- 42.2.3. the impact of the disestablishment of the Association on the Members of the Association and the community concerned.
- 42.3. The Municipality or the affected person may recover from the Members of the Association the amount of any expenditure incurred by the Municipality or that affected person, as the case may be, in respect of any action taken in terms of this section 30(1) of the MPBL. The amount of any expenditure so recovered is considered to be expenditure incurred in connection with the Association.
- 42.4. In the event that the Association has ceased to function, and an Owner wishes to transfer an Erf or Unit in that event, the Owner must obtain the consent of the Auditors of the Association, which consent is deemed to be the consent of the Association, unless the Owner has been duly authorised in terms of clause 43 of the Constitution.

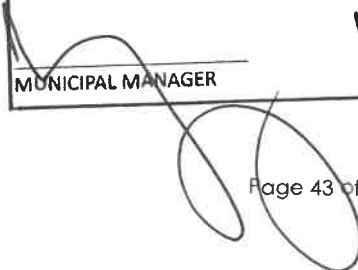
43. WINDING UP OF ASSOCIATION

- 43.1. The Association may be wound up by Special Resolution of the Members passed at a General Meeting or by an order of the High Court. The Special Resolution or order may provide for the consent required for the transfer of an Erf or Erven.
- 43.2. In the event of such winding up, it shall be the duty of the Board to comply with the conditions imposed in terms of the Special Resolution or in terms of the order of the High Court and with applicable legislation and with any requirements imposed by the Municipality.



ANNEXURE A – TYPES OF LIGHT INDUSTRIAL ACTIVITIES AND CRAFTS

Advertising Services	Interior Decorator and Allied Services
Agricultural Services	Jewellery and Goldsmith
Agricultural Food Services	Landscaping Services
Animator Services	Laundry
Antique Restoration and Allied Lines	Lithography
Architectural Services	Locksmith
Bakery	Mechanical Engineering
Bookbinding	Medical laboratory
Building Contractor and Allied Services	Metallurgical Services
Butchery	Microbiology Services
Carpentry	Model Builder (Architecture)
Carpets and Allied Services	Occupational Therapy Services
Cartography	Optical Technology
Catering and Allied Services	Paint Technology
Ceramics	Painter and Decorator
Chemist Laboratory	Patternmaker
Chocolatier and Allied Lines	Pest Control Services
Clinical Technology	Photographic Services
Clothing Fashion and Allied Lines	Photo-Lithography
Computers and Allied Lines	Plastic Technology
Decor Sets and Allied Lines	Plumbing Services
Die Stamp and Engraving	Process Engineering
Draughting Office and Allied Lines	Publishing
Electrical and Allied Lines	Radio and Television Services
Electronics and Laboratory Engineering Services	Refrigeration Services
Fashion Designs	Restaurateur
Film Productions	Sign writer
Film Television Productions	Soil Scientist
Financial and Investment Services	Stained Glass Services
Fitter and Turner	Storage
Florist	Technician
Food Science and Technology	Telecommunications
Food Services	Terminologist Services
Graphic Designs (Computer)	Textile Designs
Health and Beauty Services	Tiler and Services
Horticulturist	Timber Technology
Human Resource Services	Tool Designs and Services
Industrial Designer and Allied Services	Veterinary Clinic

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.	
 MUNICIPAL MANAGER	16/2/2026. DATE

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ANNEXURE B - LEVY FORMULA SCHEDULE

ERF / SCHEME	ERF AREA (SQUARE METRES)	LEVY FORMULA
ERF 3241 FRANSCHHOEK	393	7,35
ERF 3242 FRANSCHHOEK	395	7,39
ERF 3243 FRANSCHHOEK	422	7,89
ERF 3244 FRANSCHHOEK	333	6,23
ERF 3245 FRANSCHHOEK	443	8,28
ERF 3246 FRANSCHHOEK	350	6,54
ERF 3247 FRANSCHHOEK	349	6,53
ERF 3248 FRANSCHHOEK	309	5,78
ERF 3249 FRANSCHHOEK	312	5,83
ERF 3250 FRANSCHHOEK	312	5,83
Remainder of ERF 3251 FRANSCHHOEK	713	13,33
ERF 3252 FRANSCHHOEK	325	6,08
ERF 3253 FRANSCHHOEK	330	6,17
ERF 3270 FRANSCHHOEK	362	6,77
Total	5348	100

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MUNICIPAL MANAGER	DATE

16/2/2021