STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/13534
Our File Reference Number: Farm 748/41, Paarl Division
Your Reference Number: None
Enquiries: Ulrich von Molendorff
Contact No: 021 – 808 8682
Email address: Ulrich.Vonmolendorff@stellenbosch.gov.za

PER E-[redacted]

Sir / Mada[redacted]

APPLICATION FOR THE ESTABLISHMENT OF A HOME OWNERS ASSOCIATION FOR ANURA VINEYARDS: FARM 748/41, KLAPMUTS, PAARL

1. The above application refers.

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

   2.1 Application for a Permission on Farm 748 Portion 41 in terms of Section 15(2)(l) of the Stellenbosch Municipal Land Use Planning Bylaw 2023 in order to:

   2.1.1 Approve the Constitution of the **Vini Fera Estate Master Owners Association**, dated 12/2021.
   2.1.2 Approve the Constitution of the **Vini Fera Estate Phase One, Sub-Association**, dated 12/2021.

   Attached as **Annexure A & B**.

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

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

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

3.2 The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed use.

3.3 The Anura owners' association be subject to the endorsed Anura Master Owners Association Constitution, **dated 12/2021**.

3.4 The **Vini Fera Estate Phase One, Sub-Association, dated 12/2021,** be subject to the endorsed **Vini Fera Estate Master Owners Association** Constitution of Anura, dated 12/2021 and approved 2019 Design Guidelines applicable to the Vini Fera Estate for the various residential components of Anura.

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

4.1 The application complies with all the requirements of Section 29 of the Stellenbosch Municipality Land Use Planning By-Law.

5. 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.

6. 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.

7. **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**

8. 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.

9. 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.

10. 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.

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

12. 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

23/11/2026.
DATE

CONSTITUTION

OF

VINI FERA ESTATE

MASTER 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 [redacted] DATE 23/11/2026

TABLE OF CONTENTS

1	PREAMBLE	4
2	DEFINITIONS	4
3	INTERPRETATION	12
4	CREATION OF ASSOCIATION	13
5	STATUS OF THE ASSOCIATION	13
6	MAIN OBJECTS AND POWERS OF THE ASSOCIATION	14
7	FINANCIAL YEAR END	17
8	MEMBERSHIP OF THE ASSOCIATION	17
9	SUB-ASSOCIATIONS	18
10	PHASES	19
11	ALIENATION AND OCCUPATION	20
12	ARCHITECTURAL GUIDELINES AND LANDSCAPE MASTER PLAN	22
13	DEPOSIT FOR DAMAGES	23
14	OBLIGATIONS TO BUILD	24
15	SOLID WASTE COLLECTION	26
16	FIBRE OPTIC NETWORK	26
17	LEVIES	27
18	THE COMMON PROPERTY	31
19	COMMUNAL SERVICES	31
20	GOVERNING RULES	31
21	ESTATE MANAGER	33
22	ON-SITE ESTATE AGENT	34
23	BREACH	34
24	TRUSTEES	36
25	REMOVAL AND ROTATION OF TRUSTEES	38
26	FUNCTIONS, POWERS AND DUTIES OF TRUSTEES	39
27	PROCEEDINGS OF TRUSTEES	41
28	GENERAL MEETINGS OF THE ASSOCIATION	43
29	NOTICE OF MEETINGS OF THE ASSOCIATION	44

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 [redacted] DATE 23/11/2021

30	QUORUM FOR GENERAL MEETINGS	45
31	AGENDA AT GENERAL MEETINGS	45
32	PROCEDURE AT GENERAL MEETINGS	47
33	PROXIES FOR GENERAL MEETINGS	46
34	VOTING	47
35	SPECIAL RESOLUTION	50
36	OTHER PROFESSIONAL OFFICERS, CONTRACTORS & EMPLOYEES	50
37	ACCOUNTS OF THE ASSOCIATION	51
38	SERVICE OF NOTICES	51
39	INDEMNITY	52
40	DEFAMATION PRIVILEGE	53
41	OWN RISK AND EXCLUSION OF LIABILITY	54
42	RELATIONSHIP BETWEEN OWNERS AND THE FARM	54
43	ARBITRATION	54
44	AMENDMENTS TO CONSTITUTION	56
45	INCORPORATION OF FURTHER PHASES	56
46	ERVEN BOUNDING ON WATER BODIES / LAKES	57
47	DISSOLUTION OF THE ASSOCIATION	57
48	STATUS OF DEVELOPER	57
ANNEXURES		61
ANNEXURE "A"		
	DIAGRAM NO. 2031/2000	62
ANNEXURE "B"		
	SITE DEVELOPMENT PLAN	63

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 [redacted] DATE 23/11/2021

1 **PREAMBLE**

1.1 An application for the rezoning of the Land from "Agricultural Zone 1" and "Agricultural Zone 2" to Subdivisional Area has been approved to allow for a "Residential Zone 1" (single residential), "Residential Zone III (farm village development), "Residential Zone V" (boutique hotel and spa), "Agricultural Zone 1" (remainder) and "Agricultural Zone II" (existing winery) ;

1.2 An application for the Subdivision of the Land to allow for 54 Residential Zone 1 portions (16ha), 100 Residential Zone III portions (18ha), 1 Residential Zone V portion (4ha), Agricultural Zone I portion (15ha), Agricultural Zone II portion (4ha) and the Remainder portion 160.5ha) of Agricultural Zone I has been approved.

1.3 The Association is constituted by agreement between the Developer, the Farm Owner, the Sub-Associations and the Owner(s) of the Non-Residential Erven.

1.4 The Association is a statutory body established in terms of Section 28 of the Stellenbosch Municipality Land Use Planning By-Law ,2015 , given that the creation of an home owners association was imposed as a condition of subdivision of the Land

STELLENBOSCH MUNICIPALITY
THE ASSOCIATION'S CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.
MUNICIPAL MANAGER
DATE
23/11/2026

2 **DEFINITIONS**

In this Constitution :

2.1 The following words shall, unless the context indicates the contrary, have the meanings assigned to them below :

2.1.1 "Alienate" means alienate any Erf or part thereof or Non-Residential Erf or part thereof and includes by way of sale, exchange, donation, deed, intestate, will, cession, assignment, Court Order, or insolvency, irrespective whether such alienation is subject to a suspensive or resolutive condition, and Alienation shall have a corresponding meaning;

2.1.2 "Annual General Meeting" means the Annual General Meeting of the Association held in terms of the provisions of this Constitution ;

2.1.3 "Architect" means an architect who shall be registered with the South African Council for Architects Profession (SACA) or the South African Institute of Architects (SAIA) or other appropriate body and approved by the Developer during the Development Period and thereafter the Association in terms of criteria

determined by the Developer / the Association from time to time;

2.1.4 "Architectural Guidelines" means the design guidelines to control all aspects of construction and architectural design on all Erven and Non-Residential Erven within the Estate, as amended from time to time ;

2.1.5 "Association" means the Vini Fera Estate Master Property Owners Association, an association not for gain, constituted in terms hereof ;

2.1.6 "Auditors" means the auditors of the Association appointed by the Developer during the Development Period and thereafter by the Association from time to time ;

2.1.7 "Business Day" means weekdays other than Saturdays, Sundays or public holidays as officially recognised in the Republic of South Africa ;

2.1.8 "Clear Days" means in a computation of days, the exclusion of the first and last day of the period to be calculated ;

2.1.9 "Chairperson" means the Chairperson of the Trustees;

2.1.10 "Common Property" means the servitude areas (in respect of which servitudes are registered in favour of the Association), private roads, private open spaces, lakes, waterways, pathways and areas which are designated by the Developer during the Development Period and thereafter by the Association as Common Property of the Association and the related or associated services and facilities thereon ;

2.1.11 "Communal Property" means the Main Entrance together with all paved roads, which are or will be located on the Farm, together with all stormwater drainage, bridges and street lighting servicing such paved roads. The Communal Property will be owned by the Farm Owner but maintained and managed

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 [redacted] DATE 23/11/2026

by the Association for the benefit of, inter alia, the Association, its Members and the Sub-Members ;

2.1.12 "Communal Services" means the system(s) for the provision of water, electricity, communications, storm water drainage, the collection and removal of solid waste or sewerage in respect of the Estate and any related infrastructure systems and/or processes which serve the Estate as a whole and which must be operated and maintained by the Association;

2.1.13 "Community Schemes Ombud Service Act" means the Community Schemes Ombud Service Act, 9 of 2011, as amended from time to time, and any regulations promulgated thereunder ;

2.1.14 "Constitution" means the Constitution set out in this document, as may be amended from time to time including the Governing Rules in force from time to time ;

2.1.15 "Contractor" means a building contractor approved by the Developer during the Development Period and thereafter the Association in terms of criteria determined by the Developer / the Association from time to time ;

2.1.16 "Contractor's Code of Conduct Agreement" means the agreement to be entered into between the Association and a Contractor in the standard form issued by the Association from time to time;

2.1.17 "Developer" means Anura Vineyards (Pty) Ltd, Registration number 2005/038761/07 or its respective successor(s) in title or assigns ;

2.1.18 "Development" means the phased development to be established on the Land in accordance with approvals obtained from the Local Authority, generally in accordance with the Site Development Plan, and includes any extensions or amendments thereto as approved by the Local Authority on application by the Developer ;

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
DATE 23/11/2026

2.1.19 "Development Period" means the period commencing on the date of establishment of the Association and terminating on the date that all of the Erven and the Non-Residential Erven in the Estate have been sold and transferred by the Developer, and/or improved by the Developer or until the Developer notifies the Association in writing that the Development Period has ceased, whichever occurs first;

2.1.20 "Dwelling" means an Improvement effected on an Erf suitable for occupation and use for residential purposes by natural persons ;

2.1.21 "Erf" / "Erven" means any residential Erf located in either Phase 1 (a) and (b) or Phase 3 together with all Improvements thereon;

2.1.22 "Estate" means the Vini Fera Estate to be established on the Land, comprising the Erven, the Common Property, the Non-Residential Erven, any common property registered in the name of a Sub-Association, any property afforded to a Sub-Association as an exclusive use area and all such additional areas as may be incorporated therein;

2.1.23 "Estate Agents" means estate agents approved and listed by the Developer during the Development Period and thereafter the Association in terms of a criteria determined by the Developer / the Association from time to time;

2.1.24 "Estate Manager" means any person or entity appointed by the Developer during the Development Period and thereafter by the Association to provide management services to the Association, and any Sub-Association, subject to and in terms of the provisions of this Constitution ;

2.1.25 "Farm" means the working farm situated on Remainder Erf zoned Agricultural Zone I, measuring approximately 160.5ha more particularly as set out in the Site Development Plan ;

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW

21/26

MUNICIPAL MANAGER

DATE 23/11/2026

2.1.26 "Farm Owner" means the registered owner of the Farm as represented by its duly authorised representative from time to time ;

2.1.27 "General Meeting(s)" means a collective reference to the Annual General Meeting and all Special General Meetings ;

2.1.28 "Governing Rules" means such rules as are made and amended from time to time by the Association to govern, amplify and/or implement the provisions of this Constitution ;

2.1.29 "Improvement(s)" means any building or structure of whatever nature constructed or erected or to be constructed or erected on an Erf or a Non-Residential Erf and includes a Dwelling as also any alterations, additions or attachments to an existing Dwelling, building or structure ;

2.1.30 "Invitees" shall mean the family members, visitors, guests, employees, servants, workers, contractors, agents, service providers or other invitees of Owners or Occupants ;

2.1.31 "Land" means Portion 41 of the Farm Bronkhorst No. 748, situated at Klapmuts, Paarl, as identified on Diagram No. 2031/2000 annexed, marked "A" ;

2.1.32 "Landscape Master Plan" means the Landscape Master Plan prescribed by the Developer, as amended from time to time in terms of this Constitution, or as approved by the Local Authority, if so required;

2.1.33 "Levy / Levies" means the Levies imposed, calculated and payable in terms of the provisions of this Constitution and more specifically, but not limited to, Clause 17, but excluding any Special Levies ;

2.1.34 "Local Authority" means the Stellenbosch Municipality or its successor in title and/or the Government of the Western Cape Province and "Municipality" shall have the same meaning ;

2.1.35 "Main Entrance" means the main entrance to the Farm, situated on the Klapmuts-Simondium Road, consisting of the paved

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 DATE 23/11/2021

security entrance, the security buildings, the electronic gate and all surrounding lawns, gardens and, water features ;

2.1.36 "Member" means a Member of the Association as provided for in Clause 8 of this Constitution ;

2.1.37 "Non-Residential Erf / Erven" means any erf located in Phases 2, 4 and 5 of the Development together with all Improvements thereon ;

2.1.38 "Occupant" means any person occupying an Erf or a Non-Residential Erf whether as a Tenant or otherwise ;

2.1.39 "Ordinary Resolution" means a resolution taken at a General Meeting, where a quorum is present, by more than 50% (fifty percent) of the Members and Sub-Members of the Association present at that General Meeting, personally or by means of a proxy, and entitled to vote at such a General Meeting in terms of the provisions of this Constitution ;

2.1.40 "Owner" means the registered owner of an Erf or a Non-Residential Erf ;

2.1.41 "Phase 1(a) and (b)" means that part of the Development consisting of 100 Erven more particularly as depicted in the General Plan/s of Subdivisions of Erf 3965 and Erf 3966 Klapmuts ;

2.1.42 "Phase 2" means that part of the Development consisting of an Agritourism node more particularly as depicted in the Site Development Plan of Subdivisions of Erf 3967 Klapmuts ;

2.1.43 "Phase 3" means that part of the Development consisting of 54 Erven more particularly as depicted in the General Plan of Subdivisions of Erf 3968 Klapmuts ;

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 DATE 23/11/2026

2.1.44 "Phase 4" means that part of the Development consisting of the Farm homestead within 15ha of agriculturally zoned land more particularly as depicted in the Site Development Plan of;

2.1.45 "Phase 5" means that part of the Development consisting of a Hotel and 28 wellness dwellings more particularly as depicted in the Site Development Plan ;

2.1.46 "Phase One Sub-Association" means the Home Owners Sub-Association to be established in regard to the residential development in Phase 1(a) and (b) ;

2.1.47 "Phase Three Sub-Association" means the Home Owners Sub-Association to be established in regard to the residential development in Phase 3 ;

2.1.48 "Preferred Architect" means Christo Bothma of MB Architects and shall include his nominee(s) who shall also be so registered;

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

2.1.50 "Special General Meeting" means a Special General Meeting held by the Association as provided for and held in terms of this Constitution ;

2.1.51 "Special Levy" means any Special Levy / Levies imposed by the Association, over and above the Levies as referred to in Clause 17 but also calculated and payable in terms of the provisions of clause 17 ;

2.1.52 "Special Resolution" means a resolution passed at a General Meeting at which a quorum is present and in respect of which not less than 21 (Twenty One) Clear Days' notice has been given specifying the intention to propose the resolution as a Special Resolution, the terms and effect of the resolution and the reasons for it, and passed on a show of hands by not less than 75% (Seventy Five percent) of the total number of Members and [redacted] of the Association present at that General Meeting personally or by means of a proxy, and entitled to vote

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
DATE 23/11/2020

at such a General Meeting in terms of the provisions of this Constitution ;

2.1.53 "Sub-Association(s)" means the Phase One Sub-Home Owners Association and/or the Phase Three Sub-Home Owners Association ;

2.1.54 "Sub-Association Constitution" means the constitution of any Sub-Association, approved by the Developer during the Development Period and thereafter by the Association, which constitution may never be in conflict with or alter any provisions of this Constitution and/or the Governing Rules ;

2.1.55 "Sub-Members" means each and every Owner of an Erf, which Sub-Members collectively form the respective Sub-Associations;

2.1.56 "Scrutiny Architect" means an architect who shall be registered with the South African Council for Architects Profession (SACA) or the South African Institute of Architects (SAIA) or other appropriate body and as appointed by the Developer during the Development Period and thereafter the Trustees from time to time and shall include such Architect's nominee(s) who shall also be so registered ;

2.1.57 "Tenant" means a person leasing an Erf or a Non-Residential Erf;

2.1.58 "Trustee" means a member on the Board of Trustees of the Association and includes alternate and co-opted Trustees;

2.1.59 "Trustees" means the Board of Trustees of the Association from time to time and "Board" shall have a corresponding meaning ;

2.1.60 "Unanimous Resolution" means a resolution taken at a General Meeting where a quorum is present, passed by all the Members and Sub-Members of the Association present at such General Meeting personally or by means of a proxy, and entitled to vote at such General Meeting in terms of the provisions of this Constitution ;

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 [redacted] DATE 23/11/2026

2.1.61 "in writing" means written or printed or partly one and partly another, and other modes of representing or producing words in a visible form, including electronic communication ;

2.1.62 "Year" means any calendar year.

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 [redacted] DATE 23/11/2024

3 INTERPRETATION

3.1 The clause headings are for convenience and shall be disregarded in construing this Constitution.

3.2 Unless the context clearly indicates a contrary intention :

3.2.1 the singular shall include the plural and vice versa ; and

3.2.2 a reference to any one gender shall include the other genders ; and

3.2.3 a reference to natural persons includes legal persons and vice versa.

3.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.

3.4 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.

3.5 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

3.6 If any provision of this Constitution is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Constitution.

3.7 If any provision in a definition in this Constitution is a substantive provision conferring rights or imposing obligations on any of the Members or Sub-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.

3.8 The annexures to this Constitution are deemed to be incorporated in and form part of this Constitution.

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

3.10 This Constitution shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

4. CREATION OF THE ASSOCIATION

The Association will come into existence simultaneously with the first registration of transfer of an Erf or a Non-Residential Erf from the Developer to an Owner.

5. THE MAIN BUSINESS OF THE ASSOCIATION

5.1 The main business of the Association is to acquire ownership, where possible, of the Common Property, to maintain and control the Common Property and to carry on the promotion, advancement and protection of the Members and the Sub-Members of the Association and to manage, control and regulate the Estate to the best advantage and in the collective mutual interests of the Members and the Sub-Members.

5.2 In order for the Association to qualify for exemption in respect of the income received by the Association from the Levies and Special Levies or other sources in terms of Section 10(1)(e)(iii) of the Income Tax Act, the following conditions shall apply :

5.2.1 the main objective of the Association is to manage the collective interest common to all its Members and Sub-Members, which includes expenditure applicable to the Common Property, the Communal Property, the Communal Services and the collection of Levies and Special Levies for which Members are liable ;

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

5.2.3 on dissolution, the remaining assets of the Association 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 ;

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
DATE
23/11/2026

5.2.4 any amendments to the Constitution must be submitted to the Commissioner for the South African Revenue Services ;

5.2.5 funds available for investment may only be invested with registered financial institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984, and in securities listed on a stock exchange as defined in Section 1 of the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985) ;

5.2.6 the Association may not be 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 become payable by any person under this Act or any other law administered by the Commissioner for the South African Revenue Services ;

5.2.7 must submit annual returns of income together with financial statements to the South African Revenue Services, Cape Town ;

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
DATE 23/11/2021

6. MAIN OBJECTS, POWERS AND STATUS OF THE ASSOCIATION

6.1 The Association shall have as its main objects the following :

6.1.1 to formally represent, promote, advance and protect the collective mutual interests of all its Members and Sub-Members ;

6.1.2 to oversee, regulate and control the harmonious development of the Estate and to ensure and promote the general high standard of the Estate ;

6.1.3 to take transfer of and acquire ownership of the Common Property, where possible ;

6.1.4 the control over, management and maintenance of :

6.1.4.1 the Common Property ;

6.1.4.2 all buildings and/or structures on the Common Property, including but not necessarily limited to perimeter walls and fences and entrance facilities ;

6.1.4.3 all services, landscaping, irrigation and amenities on the Common Property ;

6.1.5 to institute, control and pay for measures relating to the security of Members, Sub-Members and the Estate ;

6.1.6 to control, manage and maintain the further distribution of all Communal Services including individual metering, after bulk metering points ;

6.1.7 to establish a Levy fund for all expenses of the Association, including provision for future expenses and contingencies and to determine and collect Levies and Special Levies for the purpose of the said fund from the Members;

6.1.8 to monitor and enforce compliance with the Landscape Master Plan;

6.1.9 to monitor and enforce compliance with the Architectural Guidelines and all other building and/or design guidelines as may be introduced in terms of this Constitution;

6.1.10 to pay any bulk Communal Services and other suchlike accounts;

6.1.11 to monitor and enforce compliance by the Members and the Sub-Members with the relevant subdivision conditions imposed by the Local Authority in respect of the Estate and any management plans listed therein;

6.1.12 to bear the running cost of all external street lighting within the Estate, along with all external street and other lighting servicing the Communal Property;

6.1.13 to enter into agreements with the Local Authority or any other authority or supplier of services in regard to the supply of services to the Estate;

6.1.14 to accept the cession of any rights and delegation of any duties to the Association under any other agreement(s) entered into by the Developer for the benefit of the Association;

6.1.15 to prescribe measures for the landscaping and for the architectural design and construction of Improvements on Erven and Non-Residential Erven so as to ensure a harmonious and aesthetic development of the Estate, and to prescribe measures for the maintenance of such standards of development;

6.1.16 to register, where necessary, various service or other servitudes over the Common Property in favour of the Local Authority and to register servitudes in favour of Erven and/or Non-Residential Erven over any land owned by the Association as are from time to time required and to register servitudes in favour of the Association over certain

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 DATE 23/11/2021

Erven and/or Non-Residential Erven to protect Communal Services ;

6.1.17 to acquire and hold servitudes in the Association's favour for access to the Estate and also for the supply of Communal Services to the Estate;

6.1.18 to formulate, enforce, modify, amend, add and/or delete the Governing Rules;

6.1.19 to enforce the provisions of the Constitution;

6.1.20 to appoint an Estate Manager and any other personnel to manage the affairs of the Association;

6.1.21 to approve Scrutiny Architects, Architects and Contractors in accordance with such criteria as the Association may stipulate from time to time;

6.1.22 to accredit Estate Agents to be appointed by Owners in respect of the sale or lease of their Erven or their Non-Residential Erven, in accordance with such criteria as the Association may stipulate from time to time;

6.1.23 to accredit service providers in respect of services to be rendered to Members and Sub-Members, including but not limited to, pool cleaning and garden services ;

6.1.24 to regulate Annual General Meetings with its Members and Sub-Members ;

6.1.25 to provide for procedures to obtain the consent of Members and Sub-Members to transfer an Erf or a Non-Residential Erf in the event that the Association ceases to function ;

6.1.26 to control the alienation, transfer, letting and use of Erven and Non-Residential Erven within the Estate ;

6.1.27 to service, maintain, upgrade and install (where applicable) the Communal Property and the Communal Services ;

6.1.28 to regulate the conduct of any person and the prevention of nuisance of any nature to any person within the Estate ;

6.1.29 to impose fines and other penalties that may be payable by and enforced against Members, Sub-Members, Occupants and/or Invitees and to institute legal proceedings in any competent court of law in relation to the non-compliance by any Member / Sub-Member / Occupant / Invitee with any of the requirements of this Constitution and/or the Governing Rules ;

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 DATE 23/11/2021

6.1.30 to exercise control over the maintenance of all Improvements on Erven and Non-Residential Erven, which maintenance is to be carried out by and at the expense of the respective Owner ;

6.1.31 to approve the Sub-Association Constitution(s) ;

6.1.32 to liaise and communicate with the Farm Owner insofar as access to the Farm by Members, Sub-Members, Occupants and Invitees is concerned and the conditions under which such access may be exercised ;

6.2 The Association is a legal persona and as such –

6.2.1 its assets, liabilities, rights and obligations shall vest in the Association independently of its Members and Sub-Members ;

6.2.2 it shall have perpetual succession ;

6.2.3 all legal proceedings shall be brought by or against the Association, in the name of the Association, and the Trustees 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

6.2.4 its Members and Sub-Members shall not, by reason of their membership, be liable for the liabilities and obligations of the Association.

7. FINANCIAL YEAR END

The financial year-end of the Association is the end of February each year or such other date as the Trustees may decide from time to time.

8. MEMBERSHIP OF THE ASSOCIATION

8.1 Membership of the Association shall be limited to and compulsory for the following persons :

8.1.1 the Farm Owner ; and

8.1.2 the Developer, for the duration of the Development Period; and

8.1.3 the Owner of each Non-Residential Erf as from the date on which such Non-Residential Erf is transferred from the Developer to an Owner ; and

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 [redacted] DATE 23/11/2026

8.1.4 every Sub-Association in respect of which an Erf has been transferred from the Developer to an Owner.

8.2 Owners of Erven shall be Sub-Members of the Association and shall be represented at the Association by their respective Sub-Associations.

8.3 The Developer shall act as the Chairperson of the Association during the Development Period.

8.4 Neither the Farm Owner nor a Sub-Association nor an Owner of a Non-Residential Erf may at any time resign as a Member of the Association.

8.5 The provisions of this Constitution shall be binding on all Members, Sub-Members and Tenants and, insofar as they may be applicable, on all Occupants, whatsoever the nature of such occupation and all Invitees.

8.6 All Erven and Non-Residential Erven are subject to the following condition :

"The property may not be transferred without the written consent of the Association, of which the transferee or his successors in title shall become a member or a sub-member".

Accordingly, no Owner may apply to the Registrar of Deeds, Cape Town, for the registration of, and the Registrar of Deeds, Cape Town, may not register an Erf or a Non-Residential Erf without the written consent of the Association, which consent, subject to the provisions contained in Clause 11 of this Constitution, may not be unreasonably withheld.

8.7 No Owner, ceasing to be a Member or a Sub-Member shall for any reason (nor shall any such Member's/Sub-Member's executor, curators, trustees or liquidators) have any claim upon or interest in the funds or other assets of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such Member or Sub-Member or his estate any arrears of Levies or Special Levies or other sums due by him to the Association at the time of his ceasing to be a Member or a Sub-Member.

9. SUB-ASSOCIATIONS

9.1 The Developer intends to subdivide the Land into various land units which may be developed and will be subject to this Constitution, the relevant Sub-Association Constitution (where applicable) and the Governing Rules.

9.2 Membership of the First Phase Sub-Association will comprise the Owners of the Phase 1(a) and (b) Erven.

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 DATE [redacted] 23/11/2026

9.3 Membership of the Third Phase Sub-Association will comprise the Owners of the Third Phase Erven.

9.4 Each Sub-Association will be a Member of the Association, represented at any meeting of the Association by a representative nominated by the Trustees of each such Sub-Association from time to time.

9.5 An Owner will become a member of the relevant Sub-Association and a Sub-Member of the Association upon taking transfer of an Erf.

9.6 An Owner may never resign as a member of the relevant Sub-Association or as a Sub-Member of the Association.

9.7 The terms and conditions of a Sub-Association Constitution may never be in conflict with or alter any provisions of this Constitution or the Governing Rules. In the event of any conflict, the terms and conditions of this Constitution and the Governing Rules will prevail.

9.8 The terms and conditions of a Sub-Association Constitution may not deviate from the definitions of Ordinary Resolution, Special Resolution and/or Unanimous Resolution as provided for in terms of this Constitution. A Sub-Association Constitution may never require a lesser approval percentage for any matter provided for in this Constitution and must follow this Constitution as far as resolution requirements are concerned.

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
DATE 23/11/2021

10. PHASES

10.1 The Developer intends to establish and market the Development in phases as the Developer deems fit and, for as long as the Developer is a Member of the Association, the Developer shall enjoy unrestricted rights with regard to the marketing of the Development and, in particular, the right to erect signage within and outside the Development, provided that all signage shall be subject to approval required in terms of all relevant provincial and municipal legislation.

10.2 The Developer shall, in its absolute discretion, be entitled to apply for and, subject to approval by the Local Authority, vary the layout and/or boundaries of Erven and/or Non-Residential Erven and/or the extent and position of roads within and comprising the Development and Members and Sub-Members shall be bound thereby and shall have no claim of whatsoever nature against the Developer arising therefrom : provided that the Developer shall not be entitled to change an Erf or a Non-Residential Erf which has been sold by the Developer in any other way than that provided for in the deed of sale in respect of such Erf/Non-Residential Erf. Insofar as the consent of a Member and/or a Sub-Member is required for any of the aforegoing, the Developer (represented by one of its Directors) is irrevocably

granted a power of attorney to grant any/all such consents on behalf of Members and/or Sub-Members as may be required.

11. ALIENATION AND OCCUPATION

11.1 Alienation by Members and Sub-Members :

11.1.1 Neither a Member nor a Sub-Member may in any manner whatsoever, alienate a Non-Residential Erf or an Erf unless :

11.1.1.1 the proposed transferee has irrevocably bound himself to become a Member or a Sub-Member of the Association (as the case may be) and to observe the Constitution for the duration of his ownership of his Non-Residential Erf/Erf ; and

11.1.1.2 in the case of an Erf, the proposed transferee has irrevocably bound himself to become a member of the relevant Sub-Association and to observe the said Sub-Association's Constitution and rules for the duration of his ownership of such Erf ; and

11.1.1.3 the Association has given its written consent thereto and has issued a written clearance that all amounts owing to the Association by such Member/Sub-Member have been paid and that the Member/Sub-Member is not in breach of any of the provisions of this Constitution ; and

11.1.1.4 in the case of an Erf, the relevant Sub-Association has given its written consent thereto and has issued a written clearance that all amounts owing to the said Sub-Association by such Sub-Member have been paid and that the Sub-Member is not in breach of any of the provisions of the said Sub-Association Constitution ; and

11.1.1.5 he pays to the Association and the relevant Sub-Association (where applicable) the fees pertaining to such written clearance(s) as determined by the Association and the said Sub-Association (where applicable) from time to time ; and

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 DATE 23/11/2026

11.1.1.6 the proposed transferee acknowledges that upon the registration of transfer of the Non-Residential Erf/Erf into his name, he shall *ipso facto* become a Member/Sub-Member of the Association and a member of the relevant Sub-Association (where applicable);

11.1.2 The Alienation by a shareholder of any of his shares in a company owning a Non-Residential Erf or an Erf or by a person of any of his members interest in a Close Corporation owning a Non-Residential Erf or an Erf, or by a beneficiary of any of his interest in a Trust owning a Non-Residential Erf or an Erf shall be deemed to be an Alienation of a Non-Residential Erf or Erf and the provisions of clause 11.1.1 above shall apply *mutatis mutandis* to such a transaction;

11.1.3 The provisions of clause 11.1.1 shall also apply *mutatis mutandis* to any alienation of any undivided share in a Non-Residential Erf or an Erf ;

11.1.4 As this Constitution shall also bind Tenants, Occupants and/or or Invitees, no Member or Sub-Member shall let or otherwise part with occupation of his Non-Residential Erf or Erf whether temporarily or otherwise, unless the proposed occupier has agreed to be bound by the terms of this Constitution. Notwithstanding the aforementioned, an Owner shall always remain bound by the provisions of this Constitution and as such be required to ensure compliance therewith by any party occupying his Non-Residential Erf or his Erf ;

11.1.5 An Owner may not at any time resign as a Member of the Association or as a Sub-Member of a Sub-Association ;

11.1.6 Such restrictions as are registrable will be registered against the title deeds of all Non-Residential Erven and Erven in order to give effect to the terms of this clause. All Members and Sub-Members shall be bound by this clause whether or not such restrictions are registered ;

11.1.7 Owners shall only be entitled to sell or lease their Non-Residential Erven or Erven using the services of the Estate Agents.

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 DATE 23/11/2021

12. ARCHITECTURAL GUIDELINES, LANDSCAPE MASTER PLAN AND CONTRACTOR'S CODE OF CONDUCT AGREEMENT

12.1 All Improvements on all Non-Residential Erven and Erven shall comply with the provisions of the Architectural Guidelines.

12.2 All landscaping on Non-Residential Erven and Erven and on the verges of Non-Residential Erven and Erven shall comply with the provisions of the Landscape Master Plan.

12.3 No party shall be entitled to :

12.3.1 erect any Improvements of any nature whatsoever on any Non-Residential Erf or Erf in the Estate ; or

12.3.2 make any changes to the external colour scheme of any Improvements,

without first signing the Contractor's Code of Conduct Agreement and obtaining the prior written approval of the Developer, during the Development Period and thereafter the Trustees.

12.4 The approval of the Developer or the Trustees as contemplated in clause 12.3.1 above shall only be given :

12.4.1 after a full set of proposed building plans, which indicate both construction and design detail, have been submitted to the Developer during the Development Period and thereafter the Trustees for consideration and approval by the Scrutiny Architect ; and

12.4.2 the Scrutiny Architect is satisfied that the proposed work is in accordance with the Architectural Guidelines ; and

12.4.3 the Owner concerned has made payment of the scrutiny fee payable to the Scrutiny Architect, which scrutiny fee will be determined by the Developer during the Development Period and thereafter the Trustees from time to time ; and

12.4.4 the Owner concerned has paid to the Association a damages deposit in such amount as the Developer during the Development Period and thereafter the Trustees may from time to time determine in their sole discretion, as security for any damage to any of the Common Property, the Communal Property, the Land or any improvements on the Land, which amount shall be held by the Association, subject to the provisions of clause 13 below,

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

DATE 23/11/2021

provided the aforegoing shall not be interpreted as detracting from the sole and final responsibility of the Local Authority to approve or reject building plans.

12.5 The Scrutiny Architect shall be the sole arbiter in establishing whether the proposed work is in accordance with the Architectural Guidelines and his decision in this regard shall be final and binding on the Owner concerned.

12.6 The Developer shall, during the Development Period, be entitled to amend the Architectural Guidelines, the Landscape Master Plan and/or the Contractor's Code of Conduct Agreement after consulting with the Trustees in regard thereto.

12.7 After the termination of the Development Period, subject to the provisions of clause 12.8 and subject to the restrictions imposed or directions given at a General Meeting of the Association, the Trustees may from time to time amend, amplify, substitute or add to the provisions of the Architectural Guidelines, the Landscape Master Plan and/or the Contractor's Code of Conduct Agreement.

12.8 Any such amendment, amplification, substitution or addition contemplated in clause 12.7 above, shall be subject to a Special Resolution passed by the Trustees.

12.9 The provisions of clauses 12.1, 12.2, 12.3 and 12.4 above shall not apply to the Developer provided that the Developer shall comply with any conditions imposed by the Local Authority when approving the development of the Land.

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
DATE 23/11/2026

13. DEPOSIT FOR DAMAGES

13.1 Each Owner shall, when submitting to the Developer during the Development Period and thereafter the Trustees for consideration and approval by the Scrutiny Architect, the detailed plans for the construction of Improvements, pay to the Association a building deposit in an amount to be determined from time to time by the Developer during the Development Period and thereafter the Trustees, which amount shall be retained by the Association in trust until completion by the Owner and/or his Contractor of such work. Any interest earned on the building deposit shall accrue for the benefit of the Association.

13.2 Upon completion of the construction of Improvements, the Developer during the Development Period and thereafter the Trustees shall, if they are satisfied that no damage has been effected by the Owner or his Contractor to the Common Property and/or the Communal Property and/or the Land or any improvements thereon, and that the

construction of Improvements has been carried out in accordance with the duly approved plans, cause the building deposit to be released / release the building deposit to the Owner, subject to the provisions of clause 13.3, less any fines or penalties payable in terms of the Contractor's Code of Conduct Agreement.

13.3 In the event of the Common Property and/or the Communal Property and/or the Land and/or any improvement thereon being damaged due to any such work, the Owner shall within 15 (fifteen) days of having been notified to do so in writing by the Developer during the Development Period and thereafter the Trustees, rectify the damage to the satisfaction of the Developer during the Development Period and thereafter the Trustees, failing which the Developer during the Development Period and thereafter the Trustees shall be entitled to appoint an independent contractor or contractors to repair the damage and the amount paid to the Association as a building deposit shall be utilised to pay all costs of such repair. If the amount paid to the Association as a building deposit is not sufficient to cover the cost of such repairs, the Association shall be entitled to recover the shortfall from the Owner.

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 DATE 23/11/2021

14. OBLIGATIONS TO BUILD

14.1 The Preferred Architect has conceptualised the architectural vision for the Estate and has created the design philosophy that is to guide and inform the design, positioning and constructions of all Dwellings within the Estate ;

14.2 As such, Owners are encouraged to utilise the services of the Preferred Architect so as to ensure that the positioning, design and construction of their Dwelling compliments the architectural vision and design philosophy associated with the Estate and complies with the Architectural Guidelines ;

14.3 Only an Architect may prepare, draft and submit building plans in regard to proposed Improvements on an Erf. No Improvements may be erected or constructed on an Erf other than by a Contractor. The Developer during the Development Period and thereafter the Association shall, from time to time, circulate lists of approved Contractors.

14.4 An Owner of an Erf will not have a claim against the Developer or the Association for damages or loss due to any acts or omissions of the Preferred Architect or a Contractor howsoever caused and howsoever arising and hereby indemnifies the Developer and the Association against any claim by any third party arising from the

planning and / or construction of Improvements on his Erf utilising the services of the Preferred Architect and a Contractor.

14.5 An Owner of an Erf is obliged to commence construction of his Dwelling within 3 (three) years from the date on which such Erf was first transferred from the Developer into the name of the first purchaser ("the first transfer date") and to complete construction of such Dwelling within 1 (one) year of the date on which he commences construction.

14.6 The resale of an Erf does not alter or effect the time periods reflected in 14.3 above.

14.7 An Owner is deemed to have commenced construction of his Dwelling the moment he commences digging a foundation on his Erf,

14.8 An Owner shall be deemed to have completed the construction of his Dwelling when a Scrutiny Architect certifies in writing that the Owner has completed same in accordance with the approved plans and the Architectural Guidelines. The Scrutiny Architect's certificate shall be final and binding on the Owner.

14.9 Should the Owner of an Erf fail to commence construction of his Dwelling within 3 (three) years of the first transfer date, then the Owner shall pay a monthly penalty to the Association in an amount equal to 50% (fifty percent) of the then current monthly Levy payable in respect of each month or part thereof until such time as the Owner commences construction on the Erf or a period of 4 (four) years has lapsed as calculated from the first transfer date, whichever occurs first.

14.10 Should the Owner of an Erf fail to commence construction within 4 (four) years of the first transfer date, then the Owner shall pay a monthly penalty levy to the Association in an amount equal to 100% (one hundred percent) of the then current monthly Levy payable in respect of each month or part thereof until such time as the Owner commences construction on the Erf or a period of 5 (five) years has lapsed as calculated from the first transfer date, whichever occurs

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
DATE 23/11/2021

14.11 Should the Owner of an Erf fail to commence construction within 5 (five) years of the first transfer date, then the Owner shall pay a monthly penalty levy to the Association in an amount equal to 200% (two hundred percent) of the then current monthly Levy payable in respect of each month or part thereof until such time as the Owner commences construction of his Dwelling.

14.12 Should the Owner fail to complete construction of his Dwelling within 1 (one) year of the date on which he commenced construction, then the Owner shall pay a monthly penalty levy to the Association in an amount equal to 100% (one hundred percent) of the then current

monthly Levy payable in respect of each month or part thereof beyond the date on which the Owner was obliged to have completed construction ("the construction due date"), which penalty levy shall be payable until the date on which the Owner completes construction or until a period of 1 (one) year has lapsed as calculated from the construction due date, whichever occurs first.

14.13 Should the Owner fail to complete construction within 1 (one) year of the construction due date, then the Owner shall pay a monthly penalty levy to the Association in an amount equal to 200% (two hundred percent) of the then current monthly Levy payable in respect of each month or part thereof until the date on which the Owner completes construction.

14.14 Any penalty levy payable in terms of this clause shall be paid in addition to the Levy payable by the Owner in terms of clause 17.

14.15 No Owner shall be entitled to take occupation of or allow any other person to take occupation of any Dwelling or part thereof erected on his Erf until such time as the Local Authority has issued a Certificate of Occupation and the Scrutiny Architect has issued a Certificate of Completion in respect of such Dwelling. In the event that an Owner should take occupation of his Dwelling or part thereof without first obtaining such Certificate of Occupation and a Certificate of Completion from the Scrutiny Architect, then and in such event the Association shall be entitled, without prejudice to any other rights that it may have, to have the Owner and/or all persons occupying the Dwelling or part thereof, evicted therefrom or to refuse the Owner and/or all persons occupying the Dwelling or part thereof access to the Estate.

14.16 The provisions of this clause 14 shall not be applicable in relation to any Improvement(s) to be undertaken by the Developer on any of the Erven.

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 [redacted] DATE 23/11/2023

15. SOLID WASTE COLLECTION

All Owners shall ensure that their solid waste is separated into recyclable waste and non-recyclable waste, housed in appropriate bins and placed in designated collection areas on such collection days as may be determined by the Association from time to time.

16. FIBRE OPTIC NETWORK

16.1 A fibre based, carrier neutral open access network will be deployed for the purposes of carrying telecommunications and multimedia signals and services within the Estate.

16.2 The Developer will provide a branch duct to the boundary of each Phase and the requisite ducting from the boundary termination point to the designated point of connection to each Erf in regard to Phase 1(a) and (b) and Phase 3.

16.3 Members (where applicable) and Sub-Members are obliged to maintain a connection to the fibre network and to contract with the internet service provider(s) as appointed by the Developer during the Development Period and thereafter the Association. Members and Sub-Members shall be liable for the cost to connect to this fibre network and are furthermore obliged to comply with all of the requirements of the appointed internet service provider(s) in respect of telecommunications and multimedia signals and services within the Estate.

16.4 The provision of the fibre based carrier neutral open access network ought to negate the need for and use of television antennae, satellite dishes, radio antennae, microwave dishes and other communication devices attached to Improvements within the Estate.

16.5 Should the connectivity provided by this network not provide the technical solution for an Owner's requirements, application must be made to the Association for approval prior to the installation of any other connection method. Such application must be motivated on technical grounds and will be subject to technical assessment by the Association. Further, pursuant to the technical approval being obtained from the Association for the installation of television antennae, satellite dishes, radio antennae, microwave dishes and other communication devices, such installation must first obtain the Architect's written approval. Appropriate screening of such devices will be necessary. The Owner will also be obliged to obtain all other approval(s) that may be required in this regard.

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 DATE 23/11/2021

17. LEVIES

17.1 The Trustees must :

17.1.1 establish and maintain a Levy fund for the purposes of meeting all expenses of the Association for the control, management, administration, maintenance and improvement of the Common Property and the amenities thereon, the management, maintenance and administration of the Communal Property the repair and maintenance, including the renewal and replacement of Communal Services, and for the payment of rates, levies and other expenses to the Local Authority for services rendered, and for the payment of all expenses necessarily

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 DATE 23/11/2022

and reasonably incurred in connection with the management of the Association and the affairs of the Association in general.

17.1.2 estimate the amount which will be required by the Association to meet its expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature ;

17.1.3 require Members whenever necessary to make contributions to such fund for the purposes of satisfying the expenses referred to in clauses 17.1.1 and 17.1.2, equal as nearly as is reasonably practical to such estimated amount ;

17.2 The Trustees may, from time to time, determine Special Levies which will become payable by Members with effect from such date as the Trustees shall determine in respect of such expenses referred to in clause 17.1 (which are not included in any estimate made in terms of clause 17.1.2) and such Special Levies may be imposed and shall be payable in one sum or by such instalments and at such time or times as the Trustees may deem fit.

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

17.4 In calculating Levies, the Trustees shall take into account the income, if any, earned by the Association.

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

17.6 In calculating the Levy payable by any Member, the Trustees shall as far as reasonably possible :

17.6.1 assign those costs arising directly out of the Non-Residential Erf itself to the Member r owning such Non-Residential Erf;

17.6.2 assign those costs arising directly out of Phase 1(a) and (b) to the Phase One Sub-Association ;

17.6.3 assign those costs arising directly out of Phase 3 to the Phase Three Sub-Association ;

17.6.4 assign those costs arising directly out of the Farm to the Farm Owner ;

17.6.5 assign those costs relating to the Estate, the Common Property and the Communal Property generally to the Members equally provided, however, that the Trustees may in any case where they consider it equitable to do so;

17.6.5.1 assign to any Member any greater share of the costs and expenses as they may consider to be reasonable in the circumstances ;

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 DATE 23/11/2026

17.7 The Association may come to an agreement with the Developer for the repayment by the Association to the Developer of ongoing costs or expenses incurred by the Developer for the provision of services and the facilities within the Estate.

17.8 No Member shall be entitled to any of the privileges of membership unless and until he shall have paid every Levy and other sum (if any) which shall be due and payable to the Association.

17.9 All Levies, other than Special Levies which will be payable in accordance with the provisions of clause 17.3, are due and payable monthly in advance on the first day of each and every month free of any deductions or set-off of any nature, commencing from such date as the Trustees will determine.

17.10 Members shall be liable for payment of interest on outstanding amounts at a rate determined by the Trustees from time to time but not exceeding the maximum annual rate permitted by law. Interest calculated at the determined rate is recoverable from the date on which the amount is due and payable to the date of payment provided that any portion of a month will be regarded as a full calendar month for the purposes of this calculation.

17.11 The Developer shall <u>not</u> be obliged to pay Levies in respect of any portion of the Estate and, without detracting from the generality of the aforegoing, specifically including any Non-Residential Erf, for as long as he remains the Owner thereof.

17.12 During the Development Period, the Developer shall be liable to pay to the Association any shortfall between the Levies paid to the Association by its Members and the Association's operational expenses ("the operating losses"). The operating losses (if any) will be calculated retrospectively by the Association's auditors at the end of each financial year of the Association and will be payable by the Developer to the Association within 30 (thirty) days from date of demand for payment by the Trustees.

17.13 Levy income will be exempt from tax in terms of the provisions of Section 10(1)(e) of the Income Tax Act No 58 of 1962, as amended, provided that :

17.13.1 the sole object of the Association is to manage the collective interest common to all its Members and Sub-Members, which includes expenditure applicable to the Common Property and the Communal Property and the collection of levies for which Members are liable ; and

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

17.14 Where any Non-Residential Erf is owned by more than one Owner, all the Registered Owners of that Non-Residential Erf shall be jointly and severally liable for the due performance of any obligations, including the payment of Levies to the Association ;

17.15 Where any Non-Residential Erf is owned by a Company, Close Corporation or Trust, the shareholders, members or trustees respectively thereof shall be jointly and severally liable for the due performance of any obligation, including the payment of the Levies and other amounts due to the Association ;

17.16 A Member shall be liable for and pay the Association's legal costs on a scale as between attorney and client which costs shall include collection commission (calculated at 10% per payment subject to a maximum amount of R1 000.00 plus VAT per payment) and Counsel's fees (as charged by Counsel but subject to the Cape Bar Council Fee Parameters) in the event that the Association elects to pursue legal action against such Member due to a breach of the provisions of this Constitution or the Governing Rules. Such costs may be added to the Member's Levy account and recovered in the same manner as applies to Levies, together with interest at the rate applicable to Levies.

17.17 All monies received from a Member towards his Levy account shall be apportioned firstly towards interest, then towards legal costs and then towards Levies.

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 [redacted] DATE 23/11/2026

18. THE COMMON PROPERTY

18.1 After transfer to the Association, neither the whole nor any portion of the Common Property shall be :

18.1.1 sold, subdivided or transferred ; or

18.1.2 mortgaged ; or

18.1.3 subjected to any rights, whether registered in a deeds registry or not, of use, occupation or servitude other than servitudes in favour of the Local Authority for services and those referred to in this Constitution,

without the approval of the Members and Sub-Members by way of a Special Resolution and the prior written consent of the Local Authority.

18.2 The Association is hereby empowered to take transfer and shall take title to the Common Property at no consideration as soon as is legally possible. In this regard, the Developer or the Chairperson of the Trustees shall be entitled to sign any documents that may be required to enable the registration of transfer of the Common Property in the name of the Association.

19. COMMUNAL SERVICES

With effect from the date upon which the Association is created in terms of clause 4, the obligation to maintain, repair and replace Communal Services shall pass from the Developer to the Association.

20. GOVERNING RULES

20.1 Subject to any restrictions imposed or directions given at a General Meeting of the Association, and subject to the conditions imposed by the Local Authority in approving the rezoning and subdivision of the Land, the Trustees may from time to time :

20.1.1 make rules governing, inter alia :

20.1.1.1 the management of the Estate ;

20.1.1.2 the Members' and/or the Sub-Members' rights of use, occupation and enjoyment of the Common Property ;

20.1.1.3 the external appearance of and the maintenance of the Common Property and the buildings or other structures erected on the Common Property;

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 [redacted] DATE 23/11/2026

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 20.1.4 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.

MUNICIPAL MANAGER [redacted] DATE 23/1/2026

the erection of any Improvements on Non-Residential Erven and on Erven, subject always to the Architectural Guidelines, the Landscape Master Plan and the requirements of the Local Authority ;

20.1.1.5 compliance with the Architectural Guidelines and the Landscape Master Plan ;

20.1.1.6 the external appearance of Non-Residential Erven and Erven and Improvements thereon ;

20.1.1.7 the conduct of Members and Sub-Members generally as also the conduct of Tenants, Occupants and Invitees ;

20.1.1.8 the siting of all buildings and Improvements on Non-Residential Erven and Erven ;

20.1.1.9 the use of all roads within the Estate and the parking of all vehicles including trucks, caravans, trailers and boats ;

20.1.10 the use of Common Property and the restrictions for the use and enjoyment thereof including the preservation of the natural environment, vegetation, flora and fauna on the Estate ;

20.1.11 the right to prohibit, restrict or control the keeping of any animals which they regard as dangerous or a nuisance ;

20.1.12 the control of the number of occupiers permitted on any one Erf ;

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

20.1.14 use of waterways, lakes and the amenities relating thereto ;

20.1.15 the operation of business operations and the restrictions relating thereto ;

20.1.16 littering ;

20.1.17 responsibility of Members and Sub-Members for the activities of their Tenants, Occupants or Invitees ;

20.1.18 security ;

20.1.19 letting and selling of Non-Residential Erven and Erven.

20.1.2 enter into agreement(s) with the Local Authority governing the matters set out in clause 20.1 and any other incidental matters ;

20.1.3 enter into agreement(s) with the Local Authority and other parties for the provision of Communal Services on the Estate.

20.1.4 impose fines and/or penalties which it considers appropriate in its sole discretion against Members and Sub-Members (and, where applicable, against Occupants, Tenants and/or Invitees) who are in default of any of their obligations in terms of this Constitution and/or any applicable Governing Rules, including the terms of payment of such fines and/or penalties.

20.2 The Trustees (on behalf of the Association) shall monitor and enforce compliance by the Owners and by the Association with the Architectural Guidelines and the Landscape Master Plan.

20.3 Each Member and Sub-Member shall be obliged to comply with :

20.3.1 the provisions of this Constitution ;

20.3.2 the Architectural Guidelines ;

20.3.3 the Landscape Master Plan ;

20.3.4 any rules made in terms of clause 20.1.1 ;

20.3.5 any agreements referred to in clause 20.1.2 and 20.1.3 above insofar as those agreements either directly or indirectly impose obligations on him ;

20.3.6 pay such fines as may be imposed in terms of clause 20.1.4 above.

20.4 Each Member and Sub-Member undertakes to the Developer and the Association that he shall not object to any application for land use rights.

20.5 All officials, employees and contractors employed by the Association, the Local Authority, any public service company and the Developer shall, at all times, have reasonable access to the Non-Residential Erven, the Erven, the Common Property and the Land for purposes of inspecting and/or maintaining all Communal Services supplying and/or traversing any part thereof.

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 DATE 23/10/2020

21. ESTATE MANAGER

21.1 During the Development Period, the Developer shall be entitled to appoint an Estate Manager to manage the affairs of the Association. It shall be within the absolute discretion of the Developer to determine the terms and conditions of the appointment of such Estate Manager, including the fees and/or remuneration payable.

21.2 Any fees and/or remuneration payable to the Estate Manager shall be paid by the Association and not the Developer.

21.3 The appointment of the Estate Manager may extend beyond the Development Period, provided that the Developer shall endeavour to procure, when making such appointment, that the appointment may, if so required by the Association at a General Meeting, and subject to the requirements of the law, be terminated on reasonable notice after the end of the Development Period.

21.4 After the Development Period, the Association shall be responsible for the appointment of any successive Estate Manager, it being contemplated that the affairs of the Association shall at all times be entrusted to a professional manager with appropriate executive powers so as to conform to the requirements of good corporate governance.

21.5 Subject to this Constitution, and the terms of his appointment, the Estate Manager shall manage and control the business and affairs of the Association under instruction and guidance of the Trustees.

22. ON-SITE AGENT

22.1 The Developer has entered into or shall enter into an On-Site Sales Agent Agreement in terms of which it appoints an estate agent to provide estate agency services to Members and Sub-Members ("the Appointed Estate Agent").

22.2 The Appointed Estate Agent shall be physically located on the Estate at the main security entrance or elsewhere as the Developer may determine and the Developer shall be entitled to enter into a servitude agreement, long-term lease or sale agreement with the Appointed Estate Agent in respect of the premises contemplated in this clause 22.2 on such terms and conditions as the Developer in its sole discretion deems appropriate.

23. BREACH

23.1 Should any Member or Sub-Member :

23.1.1 fail to pay on due date any amount due by that Member or Sub-Member in terms of this Constitution or any rule made in terms hereof and remain in default for more than 7 (seven) days after being notified in writing to do so by the Trustees ; or

23.1.2 commit any other breach of the provisions of this Constitution or any rule made in terms of this Constitution and fail to commence remedying that breach within a period of 7 (seven) days after the receipt of written notice to that effect by the Trustees and

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 [redacted] DATE 23/11/2021

complete the remedying of such breach within a reasonable time,

then and in either such event, the Trustees shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the Trustees or the Association or any other Member or Sub-Member may have in law, including the right to claim damages :

23.1.3 to institute legal proceedings on behalf of the Association against such Member or Sub-Member for payment of such overdue amount or for performance of his obligations in terms of this Constitution or any rule made in terms of this Constitution, as the case may be ; or

23.1.4 in the case of clause 23.1.2, to remedy such breach and immediately recover the total costs incurred by the Trustee or the Association in so doing from such Member or Sub-Member.

23.2 Should the Trustees institute any legal proceedings against any Member or Sub-Member pursuant to a breach by that Member or Sub-Member of this Constitution or any regulation, then without prejudice to any other rights which the Trustees or the Association or any other Member or Sub-Member may have in law, the Trustees shall be entitled to recover from such Member or Sub-Member all legal costs incurred by the Trustees or the Association, including attorney and client charges, which charges shall include collection commission (calculated at 10% per payment subject to a maximum amount of R1 000.00 plus VAT per payment and Counsel's fees (as charged by Counsel but subject to the Cape Bar Council's Fee Parameters).

23.3 Without prejudice to all or any of the rights granted to the Trustees Committee under this Constitution, should any Member or Sub-Member fail to pay any amount due by that Member or Sub-Member on due date, then such Member shall pay interest on the amount due at a rate determined by the Trustees from time to time but not exceeding the maximum annual rate permitted by law , from the due date of payment until the actual date of payment of such amount (both dates inclusive).

23.4 In the event of any breach of the provisions of this Constitution or the Governing Rules by any Tenant, Occupant or Invitee of a Member or Sub-Member, such breach shall be deemed to have been committed by the Member or Sub-Member himself, who shall be jointly and severally liable with such wrongdoer to and in favour of the Association. However, without prejudice to the aforegoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.

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 [redacted] DATE 23/11/2026

24. TRUSTEES

2.4.1 There shall be a minimum of 4 (Four) and a maximum of 7 (Seven) Trustees of the Association, appointed or elected as follows :

24.1.1 The Developer shall, during the Development Period, be entitled to appoint 3 (Three) Trustees ; and

24.1.2 The Farm Owner shall be entitled to appoint 1 (One) Trustee ; and

24.1.3 The Phase One Sub-Association shall be entitled to appoint 1 (One) Trustee ; and

24.1.4 The Phase Three Sub-Association shall be entitled to appoint 1 (One) Trustee ; and

24.1.5 The Owners of the Non-Residential Erven shall be entitled to appoint 1 (One) Trustee ; and

241.6 After the Development Period, the 3 (three) Trustees previously appointed by the Developer shall be elected by majority vote at a General Meeting ("Elected Trustees").

24.2 Until the first trustees of the Association are appointed, the Developer shall be entitled to carry out all the functions and the duties of the Trustees in terms of this Constitution.

24.3 The Chairperson of the Trustees shall be appointed by the Developer during the Development Period and thereafter by the Trustees.

24.4 Save as otherwise provided for in this Constitution, the Chairman shall preside at all meetings of the Trustees and all General Meetings of the Association and shall perform all duties incidental to the office of the Chairman and such other duties as may be prescribed by the Trustees and shall allow or refuse to permit guests to speak at any such meetings.

24.5 If the Chairman vacates the chair during the course of a meeting or is not present or is, for any other reason, unable to preside at any meeting, then the Trustees present at such meeting shall choose another Chairman for such meeting.

24.6 If any Chairman vacates his office as Chairman or no longer continues in office for any reason, the Trustees shall elect another Chairman who shall hold office as such for the remainder of the period of office of the first mentioned Chairman.

24.7 A Trustee shall be a natural person who need not necessarily be a Member or a Sub-Member.

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

24.9 A Trustee is required to

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 DATE 23/11/2026

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

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

24.9.3 When appointed or elected, a Trustee shall, within 60 (Sixty) Clear Days after his appointment or election, 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.

24.9.4 No Member or Sub-Member may be appointed or nominated to become a Trustee if he is in breach of any provision of this Constitution, the Architectural Guidelines or the Governing Rules.

24.9.5 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.

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

24.9.7 A Trustee may not, except through the Chairperson and/or the Board :

24.9.7.1 interfere in the management or administration of the Estate, unless mandated by the Board ;

24.9.7.2 give or purport to give any instruction to any employee other than the Managing Agent ;

24.9.7.3 obstruct or attempt to obstruct the Managing Agent or any of the employees of the Association in the implementation of any decision or resolution of the Board ; or

24.9.7.4 encourage or participate in any conduct which would cause or contribute to maladministration by the Board.

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 [redacted] DATE 23/11/2021

24.9.8 The Board may at any time and from time to time investigate and make a finding in respect of any alleged breach by a Trustee(s) of any of the provisions of this Constitution or the Governing Rules or any other rules or regulations made or promulgated by the Association or the Board, or establish a special committee to investigate and make appropriate recommendations to the Board in this respect.

24.9.9 Should the Board find that a Trustee has breached any provision of this Constitution or any of the Governing Rules aforesaid 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 :

24.9.9.1 issue a formal warning to the Trustee concerned ;

24.9.9.2 reprimand the Trustee ;

24.9.9.3 suspend the Trustee ;

24.9.9.4 suspend the Trustee pending the outcome of a forensic audit in the instance of any suspected theft or fraud ; or

24.9.9.5 request the Trustee to resign ; or

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

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.

23/11/2021

MUNICIPAL MANAGER DATE

24.10 No contract concluded on behalf of the Association shall be valid and binding unless it is signed by the Chairman and one Trustee, the latter specifically appointed as an authorised signatory in terms of a resolution of Trustees whereby the Trustees bind the Association.

24.11 Notwithstanding the provisions of this Constitution, the Trustees may formally resolve to ratify and adopt any unauthorised action which may have been taken by any Trustee or any representative of the Trustees on behalf of the Association, if the Trustees deem it to be for the benefit of the Association to do so.

24.12 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as Trustees and/or Chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.

24.13 Trustees may not make loans on behalf of the Association to Members, Sub-Members or themselves.

25. REMOVAL AND ROTATION OF TRUSTEES

25.1 Each appointed Trustee shall, save as set out in clause 25.4, hold office from the date of his appointment until the date on which he is removed from office by the Member(s) who appointed him.

25.2 Should an appointed Trustee vacate his office for any reason whatsoever, then the Member(s) who appointed him shall fill the vacancy without delay by appointing another Trustee in his place and stead.

25.3 After the Development Period, save as set out in clause 25.4, each elected 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 elected Trustee shall be deemed to have retired from office, but shall be eligible for re-election as a Trustee.

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

25.4.1 should he become disqualified to act as a director of a company in terms of the Companies Act ;

25.4.2 should he be removed from office by a resolution of the Board ;

25.4.3 should his estate be sequestrated whether provisionally or finally ;

25.4.4 on his conviction of any offence involving dishonesty ;

25.4.5 on the commission by him of any act of insolvency ;

25.4.6 should he become of unsound mind or being found to be a lunatic ;

25.4.7 on his death ;

25.4.8 on his resignation from such office in writing ;

25.5 Should an elected Trustee vacate his office prior to the next Annual General Meeting, the vacancy in question shall be temporarily filled by a person nominated by those Trustees remaining.

26. FUNCTIONS, POWERS AND DUTIES OF TRUSTEES

26.1 Subject to the express provisions of this Constitution, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs, including the right of appointment and dismissal of any Estate Manager, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by this Constitution required to be exercised or done by the Association in General Meeting subject however to such Governing Rules as may have been made by the Association in General Meeting provided that no Governing Rule made by the Association in General Meeting shall invalidate any prior act of the Trustees which would have been valid if such Governing Rule had not been made.

26.2 The Developer during the Development Period and thereafter the Trustees shall have the right to engage on behalf of the Association the services of accountants, advocates, attorneys, auditors, architects,

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 69 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.
MUNICIPAL MANAGER
DATE 23/11/2026

engineers, land surveyors, town planners or any other professional firm or person whatsoever or any employees for any reason deemed necessary by the Developer during the Development Period and thereafter the Trustees on such terms as the Developer / Trustees shall decide.

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

26.4 The Trustees shall have the right to co-opt any person or persons chosen by them. A co-opted Trustee shall enjoy all the rights and be subject to al the obligations of the Trustees provided that such co-opted Trustee shall only serve until the next Annual General Meeting.

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

26.6 The Trustees may make Governing Rules not inconsistent with this Constitution or any Governing Rules prescribed by the Association in General Meeting and shall be entitled to cancel, vary or amend any of the same from time to time :

26.6.1 as to the resolution of disputes generally ;

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

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

26.6.4 for the advancement of the interests of Members and Sub-Members ;

26.6.5 for the conduct of Trustees at meetings of Trustees and meetings of the Association ;'

26.6.6 to levy and collect contributions from Members in accordance with clause 17 ;

26.6.7 to levy and recover from Members moneys which are necessary to defray the necessary expenses of the Local Authority in the event of the Local Authority imposing any levies and imposts against the Association ;

26.6.8 to assist it in administering and governing its activities generally ;

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

26.7.1 the determination of what constitutes appropriate standards for residential living, maintenance, repairs and Improvements on all Non-Residential Erven and Erven in strict accordance with the provisions of the Architectural Guidelines and the Landscape Master Plan which shall be additional to the powers of the

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
DATE 23/11/2026

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING

MUNICIPAL MANAGER DATE

Developer for as long as the Developer is a Member. The Trustees shall be entitled to require any Member or Sub-Member, who shall be obliged, to repaint or renovate his Improvements if [redacted] reasonable opinion of the Trustees such Improvements [illegible] essential renovation or repairs or have become dilapidated ;

26.7.2 entering into of agreements with third parties on behalf of the Association for any purposes of the Association ;

26.7.3 the employment on behalf of the Association of agents, employees, contractors and any other party and the payment of such persons ;

26.7.4 the taking of steps in all matters of common interest in respect of the Association and, without detracting from the generality thereof, such as sewerage, communications, electricity supply, water supply, landscaping, maintenance of roads, refuse facilities, removal of refuse and suchlike, where applicable ;

26.7.5 the institution or defence of legal proceedings in the name of the Association and to appoint legal representatives for such purpose ;

26.7.6 administrating, inspecting and maintaining all metered connections ;

26.7.7 complying with and enforcing all applicable municipal by-laws including any water restrictions imposed on the Estate by the Local Authority from time to time.

27. PROCEEDINGS OF TRUSTEES

27.1 The Trustees may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provisions of this Constitution.

27.2 Meetings of the Trustees shall be held at least once every quarter, provided that if all the Trustees have waived this requirement in respect of a particular quarter, then no meeting of the Trustees needs to be held for that quarter.

27.3 The Chairman shall always have the right to convene meetings of Trustees.

27.4 A Trustee may, provided he has the support in writing of 3 (three) other Trustees, at any time convene a meeting of Trustees by giving to the other Trustees not less than 14 (fourteen) 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.

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

27.5 A resolution in writing signed by all the Trustees shall be valid and effectual as if it had been passed at a meeting of Trustees duly called and constituted 23/1/2026

27.6 The quorum necessary for the holding of any meeting of Trustees shall be 3 (Three) Trustees present personally if there are 5 (Five) or less Trustees in office and 4 (Four) Trustees present personally if there are 6 (Six) or more Trustees in office, provided that, for as long as the Developer is a Member, no less than 3 (three) Trustees present personally are Trustees appointed by the Developer. 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 day which is not a 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.

27.7 Each Trustee shall have 1 (one) vote. Any resolution of the Trustees, other than a Special Resolution, shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against such resolution, the Chairman shall have a second or casting vote.

27.8 The Chairman shall preside as such at all meetings of Trustees provided that, should at any meeting of Trustees the Chairman not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, those present of the Trustees shall vote to appoint a Chairman for the meeting who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

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

27.10 The instrument appointing a proxy shall be in writing and signed by the Trustee concerned but need not be in any particular form. The proxy shall be deposited with the Chairman at any time before the time appointed for the commencement of a meeting and shall be valid only for such meeting or any adjournment thereof.

27.11 The Trustees shall :

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

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

27.11.3 keep all books of meetings of Trustees in perpetuity ; and

27.11.4 on the written application of any Member or Sub-Member, make all minutes of their proceedings available for inspection by such Member or Sub-Member.

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

27.13 Save as otherwise provided in this Constitution, the proceedings at any meeting of Trustees shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.

27.14 The Trustees may vote upon and pass resolutions by way of e-mail correspondence subject to the following conditions :

27.1.14.1 each of the Trustees must be included in all e-mail correspondence relating to any decision to be taken by the Trustees by e-mail ;

27.1.14.2 no decision shall be taken by e-mail if any of the Trustees requires that the matter be decided at a meeting of the Trustees ;

27.1.14.3 the necessary quorum required for a decision to be taken by e-mail will be achieved if a majority of the Trustees vote in favour of the decision by return e-mail to each of the other Trustees ;

27.1.14.4 all resolutions passed by e-mail shall be recorded in the minute book containing the minutes of the meetings of the Trustees and shall be ratified at the following or any subsequent meeting of the Trustees.

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 DATE 23/11/2021

28. GENERAL MEETINGS OF THE ASSOCIATION

28.1 The Developer shall call the first General Meeting of the Association within 60 (sixty) Clear Days of the transfer of 60% (sixty percent) of the Non-Residential Erven and the Erven or within 2 (two) years of the transfer of the first Non-Residential Erf / Erf, whichever occurs first.

28.2 At the first General Meeting of the Association, the then Members shall be obliged to appoint the Trustees that they are entitled to appoint, more particularly as set out in Clause 24.1.

28.3 The Association shall hold a General Meeting as its Annual General Meeting, in addition to any other General Meetings during that year, as soon as possible after the end of each financial year, it being the

intention that each Annual General Meeting shall take place not later than 4 (four) months after the end of each financial year. Notwithstanding the aforegoing, the first Annual General Meeting of the Association is only required to take place within 12 (twelve) months of the date of the first General Meeting as contemplated in 28.1 above.

28.4 Such Annual General Meeting shall be held at such time and place, subject to the aforegoing provisions, as the Trustees shall decide from time to time.

28.5 All General Meetings other than Annual General Meetings shall be called Special General Meetings.

28.6 The Trustees may whenever they think fit, convene a Special General Meeting for any purpose. A Special General Meeting shall also be convened by the Trustees on a requisition of Members and Sub-Members if such requisition declares the specific purpose for which the meeting is proposed and is made by Members and Sub-Members holding not less than 25% (Twenty Five percent) of the total voting rights of all Members and Sub-Members. Should the Trustees fail to convene such a meeting, same may be convened by the Members and Sub-Members making the requisition provided that notice thereof is given as provided for in clause 28.

29. NOTICE OF MEETINGS OF THE ASSOCIATION

29.1 An Annual General Meeting and a General Meeting called for the passing of a Special Resolution shall be called on not less than 21 (Twenty One) Clear Days' notice in writing and a Special General Meeting other than one called for the passing of a Special Resolution shall be called on not less than 14 (Fourteen) Clear Days' notice in writing.

29.2 In each case, the notice shall specify the place, the day and the hour of the meeting and, in the case of special business, in addition to any other requirements contained in this Constitution, the general nature of that business, and in the case of a Special Resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trustees to such persons as are under this Constitution entitled to receive such notices from the Association provided that a General Meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this Constitution, be deemed to have been duly called if it is so agreed :

29.2.1 in the case of a meeting called as the Annual General Meeting, by all the Members and Sub-Members entitled to attend and vote thereat ; and

29.2.2 in the case of a Special General Meeting, by the Developer during the Development Period, and after the Development

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
DATE 23/11/2026

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 DATE 23/11/2021

period, by a majority in number of the Members and Sub-Members having a right to attend and vote at the meeting, being a majority together holding not less than 75% (seventy five percent) of the total voting rights of all Members and Sub-Members.

29.3 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of this Constitution, or the non-receipt of any such notice, notification or document by any Member, Sub-Member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, the meeting.

30. QUORUM FOR GENERAL MEETINGS

30.1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business.

30.2 The quorum necessary for the holding of any General Meeting shall be Members and Sub-Members holding an aggregate of not less than 25% (twenty five percent) of the total of all Members and Sub-Members entitled to vote present in person or by proxy, provided that there must always be not less than 3 (three) Members and/or Sub-Members personally present, and provided further that, during the Development Period, the Developer is present in person or by proxy.

30.3 If within 30 (thirty) minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Owners, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as the Chairman of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding of the meeting, the Members and/or Sub-Members present shall constitute a quorum, provided that, during the Development Period, the Developer is present in person or by proxy.

31. AGENDA AT GENERAL MEETINGS

In addition to any other matters required by this Constitution to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting :

31.1 the confirmation of the minutes of the preceding Annual General Meeting and of any General Meeting held subsequently ;

31.2 the consideration of the Chairman's report ;

31.3 after the Development Period, the election of the 3 (three) Trustees previously appointed by the Developer ;

31.4 the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting and the voting upon any such resolutions ;

31.5 the consideration of the income statement and balance sheet of the Association for the last financial year of the Association preceding the date of such meeting ;

31.6 the consideration of the report of the Auditors ;

31.7 the consideration of the budget and noting of the Levy for the financial year during which such Annual General Meeting takes place ;

31.8 the consideration and fixing of the remuneration of the auditors for the financial year of the Association preceding the Annual General Meeting; and

31.9 the approval of the appointment of the auditors proposed for the year following the Annual General Meeting.

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.

MUNICIPAL MANAGER DATE 23/11/20

32. PROCEDURE AT GENERAL MEETINGS

32.1 The Chairman shall preside as such at all General Meetings provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Members and Sub-Members present at such meeting entitled to vote shall vote to appoint a Chairman for the meeting who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting, provided that, during the Development Period, the Chairman shall be a Trustee who is appointed by the Developer.

32.2 The Chairman may, with the consent of any General Meeting at which a quorum is present and shall if so directed by the meeting, adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

32.3 Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members and Sub-Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.

32.4 Except as otherwise set forth in this Constitution, all General Meetings shall be conducted in such reasonable manner as the Chairman of the meeting may decide.

33. PROXIES FOR GENERAL MEETINGS

33.1 Both a Member and a Sub-Member may be represented at a General Meeting by a proxy provided that the proxy is either a Member or a Sub-Member of the Association.

33.2 Subject to the provisions of Clause 33.7, the instrument appointing a proxy shall be in writing, and be signed by the Member or Sub-Member concerned or by his duly authorised agent acting on his written authority, but need not be in any particular form provided that where a Member or Sub-Member is more than 1 (One) person, any one of those persons may sign the instrument appointing a proxy on such Member's / Sub-Member's behalf. Where a Member or a Sub-Member is a company, the instrument must be signed by a Director of the company or by its secretary. Where a Member or a Sub-Member is an association of persons the instrument must be signed by the secretary thereof. Where a Member or a Sub-Member is a Close Corporation, the instrument must be signed by any member of such Close Corporation. Where the Member or Sub-Member is a Trust, the instrument must be signed by a trustee of such trust.

33.3 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be deposited at the office of the Association at least 24 (twenty four) hours before the time appointed for the commencement of the meeting or adjourned meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy shall be valid after the expiration of 2 (two) months from the date of its execution.

33.4 A vote given in accordance with the terms of an instrument of 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 Trustees at least 1 (one) hour before the time fixed for the holding of the meeting.

33.5 A proxy may not delegate his authority to act to another person.

33.6 The proxy must vote in accordance with the instructions received from the person who appointed him.

33.7 Notwithstanding the aforegoing, the Chairman of the meeting may agree to accept a proxy tendered at any time before or during the meeting.

34. VOTING

34.1 At every General Meeting :

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.

MUNICIPAL MANAGER [redacted] DATE 23/11/2026

34.1.1 the Developer, during the Development Period, shall have 500 (Five Hundred) votes in addition to its votes in respect of its unsold Non-Residential Erven and Erven ;l

34.1.2 the Farm Owner shall have 75 (Seventy Five) votes ;

34.1.3 every Member that is an Owner of a Non-Residential Erf, including the Developer, in person or by proxy, and entitled to vote, shall have 10 (Ten) votes for each Non-Residential Erf registered in his name ;

34.1.4 If a Non-Residential Erf is registered in the name of more than 1 (One) person, then all such co-owners shall jointly have 10 (Ten) votes ;

34.1.5 every Sub-Member that is an Owner of an Erf, including the Developer, in person or by proxy, and entitled to vote, shall have 1 (One) vote for each Erf registered in his name ;

34.1.6 every Member that is a Sub-Association shall not have any votes;

34.1.7 if an Erf is registered in the name of more than 1 (one) person then all such co-owners shall jointly have 1 (one) vote ;

34.1.8 where 2 (two) or more Erven have been consolidated or 1 (one) Erf has been subdivided into 2 (two) or more Erven, then the Sub-Member in question shall continue to have the same number of votes he held prior to consolidation or subdivision, as if such consolidation or subdivision had not taken place.

34.1.9 save as expressly provided for in this Constitution, no person other than a Member or a Sub-Member, and who shall have paid every Levy and other sum, if any, which shall be due and payable to the Association in the case of a Member and to the Sub-Association in question in the case of a Sub-Member in respect of or arising out of his membership of the Association / Sub-Association, and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any General Meeting;

34.1.10if a Member or a Sub-Member is a company, close corporation, partnership or trust, such Member or Sub-Member shall be represented by such representative as the Member or Sub-Member may determine provided that the Chairman may disallow the vote of such representative unless he is able to produce proof to the satisfaction of the Chairman as to his right to represent the Member or Sub-Member ;

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 [redacted] DATE 23/11/2026

34.2 Unless the Chairman of the meeting otherwise directs, all voting shall be decided on show of hands or in such manner as the Chairman of the meeting may direct.

34.3 Every resolution and every amendment of a resolution proposed for adoption by a General Meeting shall be seconded at the meeting and, if not so seconded, shall be deemed not to have been proposed.

34.4 An Ordinary Resolution (that is a resolution other than a Special Resolution) or the amendment of an Ordinary Resolution, shall be carried on a simple majority of all the votes cast thereon, by Members and Sub-Members present in person or by proxy and entitled to vote at the meeting, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes for an against any resolution, the resolution shall be deemed to have been defeated.

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

34.5.1 written notice of the revocation is received by the Association prior to the meeting concerned ; or

34.5.2 the Chairman of the meeting agrees to accept written or oral notice of such revocation at the meeting.

34.6 No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is cast and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

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

34.8 Read with clause 34.6, unless any Member or Sub-Member present in person or by proxy at a General Meeting shall, before the closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the

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
DATE 23/11/2021

declaration made by the Chairman of the meeting as to the result of any voting at the meeting.

34.9 Any resolution which could be passed at a General Meeting (other than a Special Resolution or a resolution to remove a Trustee or an Auditor) may be passed without a meeting being held if one or more copies of the resolution are signed by or on behalf of all the Members and Sub-Members entitled to vote.

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
DATE 23/1/2026

35. SPECIAL RESOLUTION

35.1 The requirements for the passing of a Special Resolution shall be as follows :

35.1.1 that 21 (twenty one) Clear Days' notice be sent out to all Members and Sub-Members specifying the proposed Special Resolution, the terms and effect thereof, and the reasons therefor ; and

35.1.2 that the Special Resolution be carried at a General Meeting at which Members and Sub-Members holding in aggregate not less than 25% (twenty five percent) of the total votes of all Members and Sub-Members entitled to vote, are present in person or by proxy ; and

35.1.3 that the Special Resolution be passed by not less than 75% (seventy five percent) of the number of Members and Sub-Members entitled to vote, who are present at the General Meeting in person or by proxy;

35.2 If less than 25% (twenty five percent) of the total votes of all the Members and Sub-Members entitled to attend the meeting and to vote thereat, are present, or represented by proxy at a General Meeting called for the purpose of passing a Special Resolution, the meeting shall stand adjourned to a date not earlier than 14 (Fourteen) Clear Days and not later than 30 (Thirty) Clear Days after the date of the meeting and the provisions of Clause 32.3 shall apply in respect of such adjournment.

35.3 Notwithstanding anything to the contrary in this clause 35, during the Development Period, no Special Resolution shall be regarded as having been properly passed, unless the Developer or its proxy, votes in favour of such Special Resolution.

36. OTHER PROFESSIONAL OFFICERS, CONTRACTORS AND EMPLOYEES

Save as specifically provided otherwise in this Constitution, the Developer during the Development Period and thereafter the Trustees shall at all times have the rights to engage on behalf of the Association, the services of accountants, auditors, attorneys, advocates, architects, engineers, property managers and

any other professional person or firm and/or any other contractors and/or employees whatsoever, for any reasons considered necessary by the Developer during the Development Period and thereafter the Trustees and on such terms as the Developer during the Development Period and thereafter the Trustees shall decide, subject to any of the provisions of this Constitution, provided that any expenditure incurred in respect of the above, shall not exceed 5% (five percent) of the total annual Levy income for the year in question unless authorised by a Special Resolution.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.
23/01/2026
MUNICIPAL MANAGER DATE

37. ACCOUNTS OF THE ASSOCIATION

37.1 The Trustees must cause proper books of account and records to be kept so as to fairly explain the transactions and financial position of the Association and must cause all books of account and records to be maintained for a period of 5 (five) years after completion of the transactions, acts or operations to which they relate.

37.2 The Trustees shall ensure that financial statements for the immediately preceding financial year of the Association are available for consideration at each Annual General Meeting.

37.3 The financial statements shall be drawn up in accordance with generally accepted accounting practice and shall be accompanied by such additional reports as may be necessary at the discretion of the Trustees.

37.4 Members and Sub-Members shall be entitled to inspect and make copies of the books of account, records and financial statements of the Association on reasonable written notice to the Trustees and against payment of the reasonable charges relating thereto. Such inspection shall take place between the hours of 09:00 and 16:00 on a Business Day that is convenient to the Association.

37.5 Should the Trustees or the majority of the Members and Sub-Members so require, the accounts of the Association shall be examined, and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors at least once a year.

38. SERVICE OF NOTICES

38.1 A notice shall be in writing and shall be given or served by the Association upon any Member or Sub-Member, either personally or by electronic mail, properly addressed to the Member or Sub-Member at the address of the Non-Residential Erf / Erf owned by such Member / Sub-Member, or in the case of electronic mail, property addressed to the last electronic mail address appointed by such Member / Sub-Member in writing in accordance with the provisions of clause 38.2.

38.2 No Member or Sub-Member shall be entitled other than by e-mail, to have a notice served on such Member / Sub-Member at any address not within the Republic of South Africa, but any Member or Sub-Member may require the Association, by notice, to record a physical address within the Republic of South Africa which shall be deemed to be his address for the purpose of the service of notices.

38.3 Any notice by electronic mail shall be deemed to have been served at the time when the electronic mail was forwarded, and in proving the giving of the notice by electronic mail, it shall be sufficient to prove that the electronic mail containing the notice was property addressed and forwarded.

38.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

38.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Member or a Sub-Member shall be an adequate written notice or communication to him notwithstanding that it was not sent to or delivered at his chosen electronic mail address or physical address.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW
23/11/2021
MUNICIPAL MANAGER DATE

39. INDEMNITY

39.1 All Trustees shall be indemnified out of the funds of the Association against any liabilities *bona fide* incurred by them in their respective said capacities and in the case of a Trustee, in his capacity as Chairperson, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person(s) by the Court.

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

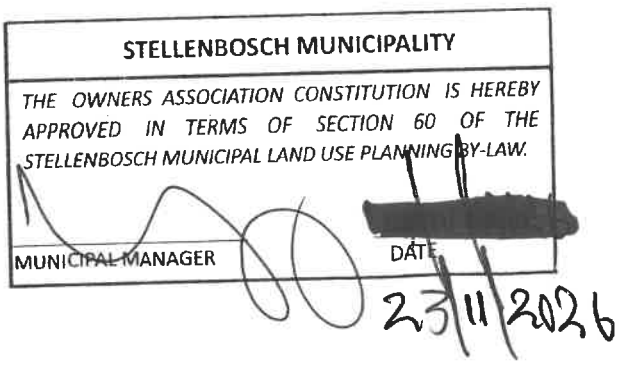
39.3 A Trustee shall not be liable for the acts, receipts, neglects or defaults of the Auditors or of any of the other Trustees, whether in their capacities as Trustees or as Chairperson, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title

to any property acquired by the Trustees for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office(s) or in relation thereto, unless the same shall happen through lack of *bona fides* or breach of duty or breach of trust.

39.4 No Member or Sub-Member shall have any claim of any nature whatsoever against the Association for any loss, damage or injury which such Member or Sub-Member may directly or indirectly suffer (even if such loss, damage or injury is caused through the negligence of the Association, the Trustees or any of the Association's employees or appointees) by reason of any latent or patent defects within the Development (including the Common Property), or fire within the Development, or theft within the Development, or by reason of any Improvement or other structure within the Development being in a defective condition or state of disrepair or any particular repair not being effected by the Association timeously or at all, by any person whatsoever, for any purpose whatsoever, or arising from any other cause whatsoever, and each Member and Sub-Member is advised to take the necessary steps to insure his or her interest.

40. DEFAMATION PRIVILEGE

Every Member and Sub-Member of the Association and every Trustee shall be deemed by virtue of his membership of the Association or, as the case may be, his holding office as a Trustee, to have waived as against every other Member, Sub-Member, the Chairman, every other Trustee, and everybody else engaged to perform the function or duty on behalf of or for the benefit of the Association or the Trustees, or any sub-committee, all claims and rights of action which such Member, Sub-Member or Trustee might otherwise have had in laws arising as a result of any statement, report, complaint or notice of or concerning such Member, Sub-Member or Trustee, or any reference to such Member, Sub-Member or Trustee, made at any meeting of Trustees, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of this Constitution, being a statement, report, complaint, notice or reference defamatory to such Member, Sub-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.



41. OWN RISK AND EXCLUSION OF LIABILITY

41.1 Any person using the Communal Property, the Common Property, any amenities constructed thereon, or the Communal Services of the Association does so entirely at his own risk.

41.2 Neither the Association nor the Trustees nor their agents or assigns shall be responsible for or may be held liable for any loss, damages or injury, including consequential losses, suffered by or caused to any person or property anywhere on or about the Estate or within the Development whether or not such loss, damage or injury is occasioned by any act or omission of the Association, the Trustees, their agents or assigns or anyone else for whose action they or any of them would be liable in law, by reason of *vis maior, casus fortuitus*, rain or other water, riots, strikes, theft or burglary or by reason of any defective building, construction or road or caused by any activity carried out on the Communal Property, the Common Property or anywhere else on the Estate or within the Development, or by any other cause of whatsoever nature and howsoever arising.

42. RELATIONSHIP BETWEEN OWNERS AND THE FARM

42.1 The Farm, whilst part of the Development, is not part of the Estate.

42.2 The Farm Owner may, from time to time, designate specific areas on the Farm where Owners and their Invitees may engage in social activities such as walking, running and biking.

42.3 Should an Owner or their Invitees enter the Farm for any reason whatsoever, they do so at their own risk and in the knowledge that the Farm is a working farm and subject to all the hazards and dangers usually associated with working farms, including but not limited to, unprotected dams and waterways, animals, exposed pumps, farm vehicles, tractors and heavy duty machinery.

42.4 The Farm Owner has no obligation to afford Owners and their Invitees any access to the Farm (save for access through the Farm to their respective Non-Residential Erven and/or Erven) and, in the circumstances, has the right to deny any or all Owners and/or their Invitees access to the Farm without being obliged to give any reasons therefor.

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 DATE 23/12/2026

43. ARBITRATION

43.1 Should any dispute, question or difference arise between any of the following, namely a Member, a Sub-Member, an Occupant, a Tenant, an Invitee, a Trustee, the Association or the Developer out of or in regard to :

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 [redacted] DATE 23/11/20

43.1.1 the interpretation of ;

43.1.2 the effect of ;

43.1.3 their respective rights or obligations under ;

43.1.4 a breach (save for non-payment of levies or any other amount due by a Member or Sub-Member in terms of this Constitution, which claim will be dealt with in accordance with the provisions of clause 43.2),

this Constitution or the Governing Rules, such dispute shall be decided by arbitration in the manner set out in this clause 43.

43.2 In respect of any claim arising from non-payment of Levies or any other amount due by a Member or a Sub-Member to the Association in terms of this Constitution, the Association and Trustees shall continue to enjoy common law rights and shall not be required to proceed to arbitration. The Trustees will be entitled to elect, within their sole and absolute discretion, whether to refer the dispute to arbitration or whether to institute legal proceedings in any court of competent jurisdiction.

43.3 The arbitration shall :

43.3.1 be conducted in an informal summary manner on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures relating to pleadings or discovery or the strict rules of evidence ; and

43.3.2 commence as soon as reasonably possible after it is demanded and with a view to its being completed within 30 (thirty) days after it is demanded ; and

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

43.4 The arbitrator shall be a practicing counsel of not less than 10 (ten) years standing appointed by agreement between the parties to the arbitration within 7 (seven) days of being called upon to make such appointment and failing such agreement within the 7 (seven) day period, appointed by the Chair of the Cape Bar Council.

43.5 The arbitrator shall in giving his award have regard to the principles contained in this Constitution and he shall decide the matter as submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of law need not be observed or taken into account by him in arriving at his decision. The arbitrator's decision shall be presented within 10 (ten) days after the completion of the arbitration in a written document and he shall state the reasons for his decision therein. The arbitrator may determine that

the cost of the arbitration be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.

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

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

43.6.2 shall be carried into effect immediately ; and

43.6.3 may be made an order of any Court to whose jurisdiction the parties are subject.

43.7 Notwithstanding anything to the contrary contained in this clause 43, the Trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of this Constitution, including the Architectural Guidelines, the Landscape Mater Plan and the Governing Rules.

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 [redacted] DATE 23/1/2021

44. AMENDMENTS TO CONSTITUTION

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

44.1.1

44.1.1 the Community Scheme Ombud Service, only insofar as may be applicable ; and

44.1.2 the Developer during the Development Period ; and

44.1.3 the Farm Owner.

44.2 Subject to the provisions of 44.1, such addition, amendment, substitution or repeal shall require the passing of a Special Resolution adopted at a General Meeting, subject thereto that during the Development Period the Developer shall be entitled to add, amend, substitute, or repeal this Constitution in its sole and absolute discretion, subject only to the prior written consent of, the Farm Owner and the Community Scheme Ombud Service (if applicable).

45. INCORPORATION OF FURTHER PHASES

The Developer has a continuing and permanent interest to ensure that certain basic provisions are entrenched in perpetuity to ensure the success of the Development. Accordingly, none of the following provisions may be deleted or varied in any way without the prior written consent of the Developer :

45.1 the Developer has the right at any time and from time to time to extend or alter the area or composition of the Development by requiring the

Association to incorporate into the Development any part/s of any adjoining properties owned by the Developer from time to time as further phases of the Development which the Developer shall be entitled to develop as it may deem fit.

45.2 should any further property be incorporated into the Development, the Developer shall be entitled to require that the first and all subsequent Owners of Non-Residential Erven and Erven therein become Members or Sub-Members of the Association in respect of those parts from such date as the Developer may determine, and on the same terms and conditions as are applicable to the other Members and Sub-Members of the Association. The Members and Sub-Members shall be bound by any such requirement of the Developer.

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 DATE 23/12/21

46. ERVEN BOUNDING ON WATER BODIES / LAKES

Owners of Non-Residential Erven and Erven bounding on water bodies and lakes will be bound by the obligations and entitled to the rights as contained in the Architectural Guidelines. This clause and such rights and obligations may not be amended without the approval of at least 75% (seventy five percent) of the Members and Sub-Members who own Non-Residential Erven and Erven which are subject to this clause.

47. DISSOLUTION OF ASSOCIATION

Upon dissolution of the Association for any reason whatsoever, the Association's remaining assets shall be distributed to a person which is exempt from income tax under section 10(1)(e) of the Income Tax Act No. 58 of 1962. (Compare with clause 51).

48. STATUS OF DEVELOPER

During the Development Period, the following provisions shall apply in addition to the provisions of and notwithstanding anything to the contrary contained in this Constitution :

48.1 the Developer shall be entitled :

48.1.1 to nominate and appoint 3 (Three) Developer Trustees ;

48.1.2 at General Meetings to 500 (Five Hundred) votes in addition to its votes in respect of the unsold Non-Residential Erven and Erven;

48.1.3 to impose any rules relating to the management of the Development from time to time, as the Developer may deem fit, and to amend, amplify, substitute and/or add to any such rules;

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
DATE

48.1.4 to add, amend, substitute or repeal this Constitution in its sole and absolute discretion, subject only to the prior written consent of the Farm Owner and the Community Scheme Ombud Service (if applicable) ;

48.1.5 to make any amendments, amplifications, substitutions and/or additions to the Architectural Guidelines, and to impose any new Architectural Guidelines in the Estate and to make amendments, amplifications, substitutions and/or additions to any such new Architectural Guidelines as the Developer in its sole discretion, may deem fit ;

48.1.6 to make any amendments, amplifications, substitutions and/or additions to the Landscape Master Plan as the Developer in its sole discretion may deem fit ;

48.1.7 to require that the Trustees enforce the rights granted to it in terms of this Constitution against any Member or Sub-Member who in the opinion of the Developer is not complying with his obligations as a Member or Sub-Member, and in particular, without restricting the generality of the aforegoing, has failed to maintain all Improvements on his Non-residential Erf or Erf by giving such Member or Sub-Member written notice in which his failure to comply with the particular provisions of this Constitution is detailed and calling upon him to remedy such failure with a prescribed period of not more than 7 (seven) days, failing which the Developer shall be entitled at the sole cost of that Member or Sub-Member to carry out all such work as may be required to maintain such building and other improvements on his Non-Residential Erf or Erf ;

48.1.8 to erect such signage, flagpoles, messages and/or other forms of notices or advertising on the Development including the Common Property, and/or the exterior walls and fences of the Development, subject to the regulations and by-laws of the Local Authority appertaining to signage from time to time ;

48.1.9 to change the name of the Association from time to time to any name which the Developer may deem fit ;

48.1.10 to cede all of its rights in terms of this Constitution and the transferee shall be entitled to exercise such rights ;

48.1.11 may at any time abandon, in writing, in whole or in part, any rights conferred upon it in terms of this Constitution ;

48.1.12 to veto any decision of the Members and Sub-Members in a General Meeting or the Trustees in a Trustees meeting, and whether by way of Ordinary or Special Resolution, that may, in the Developer's sole discretion, be prejudicial to the Vini Fera Estate Development.

48.2 Neither the Trustees nor any Member or Sub-Member of the Association shall prevent or hinder in any way the Developer from :

48.2.1 gaining access to and egress from the Estate or anywhere within the Development ;

48.2.2 continuing any building operations in the Estate or anywhere within the Development ;

48.2.3 marketing and selling any of its unsold Non-Residential Erven and Erven, including the advertisement of the sale of such Non-Residential Erven and Erven on the Common Property and/or elsewhere on the Estate ;

45.2.4 transferring or ceding (whichever is applicable) any Non-Residential Erf or Erf to any third party purchaser or transferee,

provided that the provisions of this clause 48.2 shall not be interpreted as allowing the Developer access onto any of the Non-Residential Erven or Erven after the termination of the Development Period unless 48 (forty eight) hours prior written notice has been given to the Member or Sub-Member concerned. The Developer shall make good any subsequent damage to plants, property or improvements thereon to the satisfaction of the Member or Sub-Member. No Member or Sub-Member shall be entitled to refuse the Developer access if the required notice has been given.

48.3 Upon the expiry of the Development Period, the rights of the Developer in terms of the provisions of this clause shall immediately terminate *ipso facto* and no longer be of any force and effect.



ANNEXURES

"A" Diagram No. 2031/2000

"B" Site Development Plan

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

DATE 23/11/2026

ANNEXURE "A"

DIAGRAM NO. 2031/2000

ANNEXURE A

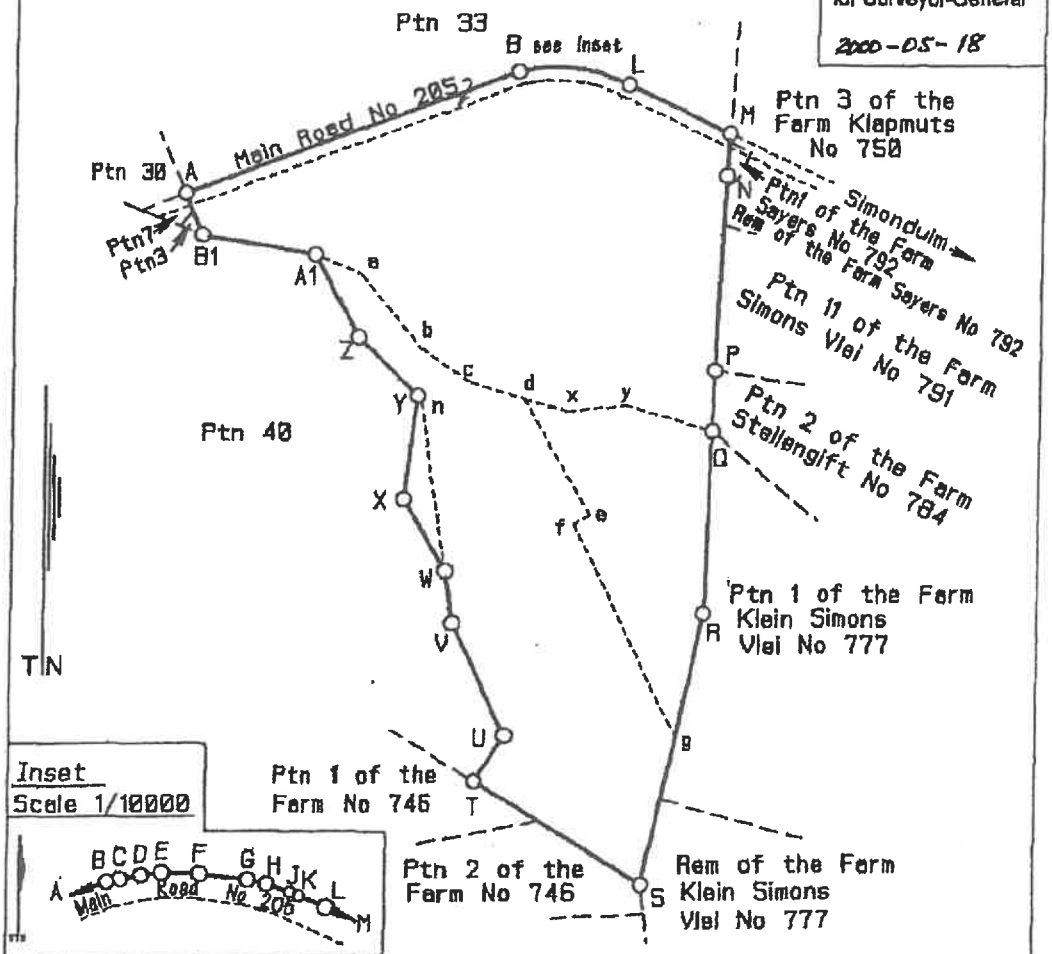
OFFICE COPY

DAVID HELLIG & ABRAHAMSE, LAND SURVEYORS

Components :

1) The figure A B C D E F G H J K L M N P Q R S T U V n Z A1 B1 represents the Remainder of Portion 37 of the Farm Bronkhorst No 748 vide dgm no 4634/1995 D/T 1995. .75066
2) The figure Y n W X represents Portion 38 (a ptn. of Portion 36) of the Farm Bronkhorst No 748 vide dgm no 2028/2000 D/T

S.G. No
2031/2000
Approved
B. Michaelides
for Surveyor-General
2000-05-18



Scale 1:20 000

The figure **A B C D E F G H J K L M N P Q R S T U V W X Y Z A1 B1**

represents **219,1567 hectares** of land being

Portion 41 of the Farm Bronkhorst No 748 and comprising 1) – 2) as enumerated above

situate in the

Administrative District of **Paarl** Province of the Western Cape

Compiled in **April 2000**

by me,

D S HELLIG
Land Surveyor
PLS 0256

This diagram is annexed to No. CCT 16976/2016 dated I.f.o. Registrar of Deeds	The original diagrams are as enumerated above	File No. Parl.748 S.R. No. Compiled Comp. BH-8BBC (3758) BH-8BDA (3764)

748/41

ANNEXURE "B"

SITE DEVELOPMENT PLAN



SITE PLAN

M&B

ANNEXURE B.

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

ANNEXURE B

CONSTITUTION

OF

VINI FERA ESTATE

PHASE ONE SUB-ASSOCIATION

Date: 12/2021

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 [redacted] DATE 23/11/2021

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 [redacted] DATE 23/11/2021

TABLE OF CONTENTS

1	PREAMBLE	4
2	DEFINITIONS	4
3	INTERPRETATION	11
4	CREATION OF PHASE ONE SUB-ASSOCIATION	12
5	THE MAIN BUSINESS OF THE PHASE ONE SUB-ASSOCIATION	12
6	MAIN OBJECTS AND POWERS OF THE ASSOCIATION	13
7	FINANCIAL YEAR END	16
8	MEMBERSHIP OF THE PHASE ONE SUB-ASSOCIATION	16
9	ALIENATION AND OCCUPATION	16
10	LEVIES	18
11	PHASE ONE COMMUNAL SERVICES	20
12	GOVERNING RULES	21
13	ESTATE MANAGER	23
14	TRUSTEES	24
15	REMOVAL AND ROTATION OF TRUSTEES	26
16	FUNCTIONS, POWERS AND DUTIES OF TRUSTEES	27
17	PROCEEDINGS OF TRUSTEES	29
18	GENERAL MEETINGS OF THE PHASE ONE SUB-ASSOCIATION	31
19	NOTICE OF MEETINGS OF THE PHASE ONE SUB-ASSOCIATION	32
20	QUORUM FOR GENERAL MEETINGS	33
21	AGENDA AT GENERAL MEETINGS	33
22	PROCEDURE AT GENERAL MEETINGS	34
23	PROXIES FOR GENERAL MEETINGS	35
24	VOTING	35
25	SPECIAL RESOLUTION	37
26	OTHER PROFESSIONAL OFFICERS, CONTRACTORS & EMPLOYEES	38
27	ACCOUNTS OF THE PHASE ONE SUB-ASSOCIATION	38
28	SERVICE OF NOTICES	39
29	INDEMNITY	39

30	DEFAMATION PRIVILEGE	41
31	OWN RISK AND EXCLUSION OF LIABILITY	41
32	BREACH	41
33	ARBITRATION	43
34	AMENDMENTS TO CONSTITUTION	44
35	DISSOLUTION OF THE ASSOCIATION	44

ANNEXURES 45

ANNEXURE "A"

DIAGRAM NO. 2031/2000 46

ANNEXURE "B"

SITE DEVELOPMENT PLAN 47

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 DATE 23/11/2021

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 [redacted] DATE 23/11/2026

1 **PREAMBLE**

1.1 The Association is a statutory body established in terms of Section 28 of the Stellenbosch Municipality Land Use Planning By-Law ,2015 , given that the creation of an home owners association was imposed as a condition of subdivision of the Land.

1.2 The Phase One Sub-Association, established in regard to the residential development in Phase 1(a) and (b), is constituted by agreement between the Developer, and the Owner(s) of the Erven.

2 **DEFINITIONS**

In this Constitution :

2.1 The following words shall, unless the context indicates the contrary, have the meanings assigned to them below :

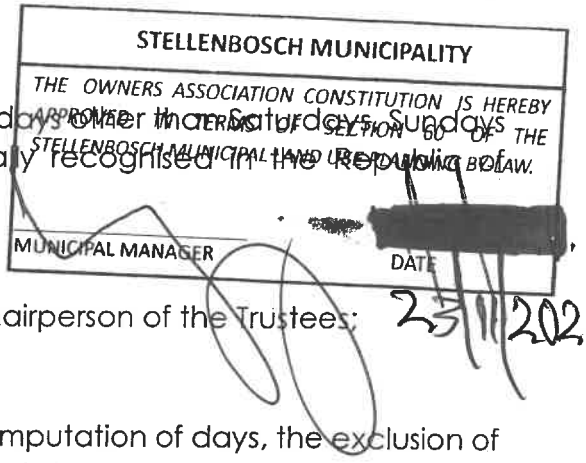
2.1.1 "Alienate" means alienate any Erf or part thereof and includes by way of sale, exchange, donation, deed, intestate, will, cession, assignment, Court Order, or insolvency, irrespective whether such alienation is subject to a suspensive or resolutive condition, and "**Alienation**" shall have a corresponding meaning;

2.1.2 **"Annual General Meeting"** means the Annual General Meeting of the Phase One Sub-Association held in terms of the provisions of this Constitution ;

2.1.3 **"Architectural Guidelines"** means the design guidelines to control all aspects of construction and architectural design on all Erven, erven in Phase 3 and Non-Residential Erven within the Estate, as amended from time to time ;

2.1.4 **"Association"** means the Vini Fera Estate Master Property Owners Association;

2.1.5 **"Auditors"** means the auditors of the Phase One Sub-Association appointed by the Developer during the Development Period and thereafter by the Phase One Sub-Association from time to time ;



2.1.6 **"Business Day"** means weekdays other than Saturdays, Sundays or public holidays as officially recognised in the Republic of South Africa ;

2.1.7 **"Chairperson"** means the Chairperson of the Trustees;

2.1.8 **"CLEAR DAYS"** means in a computation of days, the exclusion of the first and last day of the period to be concluded;

2.1.9 **"Communal Property"** means the Main Entrance together with all paved roads, which are or will be located on the Farm, together with all stormwater drainage, bridges and street lighting servicing such paved roads. The Communal Property will be owned by the Farm Owner but maintained and managed by the Association for the benefit of, inter alia, the Association, its members and the members of Sub-Associations ;

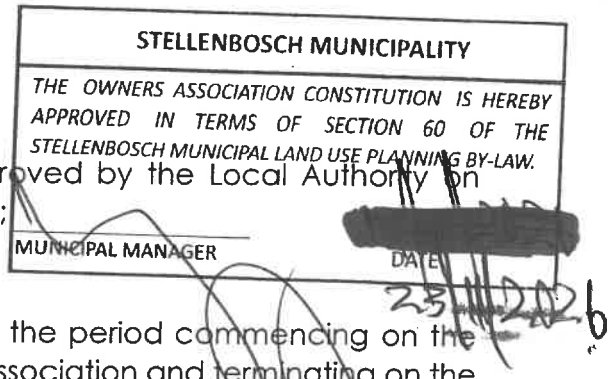
2.1.10 **"Community Schemes Ombud Service Act"** means the Community Schemes Ombud Service Act, 9 of 2011, as amended from time to time, and any regulations promulgated thereunder ;

2.1.11 **"Constitution"** means the Constitution of the Phase One Sub-Association set out in this document, as may be amended from time to time including the Governing Rules in force from time to time ;

2.1.12 **"CSOS"** means the Community Schemes Ombud Service established under the Community Schemes Ombud Services Act.

2.1.13 **"Developer"** means Anura Vineyards (Pty) Ltd, Registration number 2005/038761/07 or its respective successor(s) in title or assigns ;

2.1.14 **"Development"** means the phased development to be established on the Land in accordance with approvals obtained from the Local Authority, generally in accordance with the Site Development Plan, and includes any extensions or



amendments thereto as approved by the Local Authority on application by the Developer ;

2.1.15 **"Development Period"** means the period commencing on the date of establishment of the Association and terminating on the date that all of the Erven, the erven in Phase 3 and the Non-Residential Erven in the Estate have been sold and transferred by the Developer, and/or improved by the Developer or until the Developer notifies the Association in writing that the Development Period has ceased, whichever occurs first;

2.1.16 **"Dwelling"** means an Improvement effected on an Erf suitable for occupation and use for residential purposes by natural persons ;

2.1.17 **"Erf" / "Erven"** means any residential Erf located in Phase 1 (a) and (b) together with all Improvements thereon;

2.1.18 **"Estate"** means the Vini Fera Estate to be established on the Land, comprising the Erven, the erven in Phase 3, the Common Property, the Non-Residential Erven, any common property registered in the name of a Sub-Association, any property afforded to a Sub-Association as an exclusive use area and all such additional areas as may be incorporated therein;

2.1.19 **"Estate Agents"** means estate agents approved and listed by the Developer during the Development Period and thereafter the Association in terms of a criteria determined by the Developer / the Association from time to time;

2.1.20 **"Estate Manager"** means any person or entity appointed by the Developer during the Development Period and thereafter by the Phase One Sub-Association to provide management services to the Phase One Sub-Association, subject to and in terms of the provisions of this Constitution ;

2.1.21 **"Farm"** means the working farm situated on Remainder Erf zoned Agricultural Zone I, measuring approximately 160.5ha more particularly as set out in the Site Development Plan ;

2.1.22 **"Farm Owner"** means the registered owner of the Farm as represented by its duly authorised representative from time to time ;

2.1.23 **"General Meeting(s)"** means a collective reference to the Annual General Meeting and all Special General Meetings ;

2.1.24 **"Governing Rules"** means such rules as are made and amended from time to time by the Phase One Sub-Association to govern, amplify and/or implement the provisions of this Constitution ;

2.1.25 **"Improvement(s)"** means any building or structure of whatever nature constructed or erected or to be constructed or erected on an Erf and includes a Dwelling as also any alterations, additions or attachments to an existing Dwelling, building or structure ;

2.1.26 **"Invitees"** shall mean the family members, visitors, guests, employees, servants, workers, contractors, agents, service providers or other invitees of Owners or Occupants ;

2.1.27 **"Land"** means Portion 41 of the Farm Bronkhorst No. 748, situated at Klapmuts, Paarl, as identified on Diagram No. 2031/2000 annexed, marked "A" ;

2.1.28 **"Landscape Master Plan"** means the Landscape Master Plan prescribed by the Developer, as amended from time to time in terms of the MPHOA Constitution or as approved by the Local Authority, if so required;

2.1.29 **"Levy / Levies"** means the Levies imposed, calculated and payable in terms of the provisions of this Constitution and more specifically, but not limited to, Clause 10, but excluding any Special Levies ;

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 [redacted] DATE 23/11/2026

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

DATE 23/11/2021

2.1.30 **"Local Authority"** means the Stellenbosch Municipality [redacted] successor in title and/or the Government of the Western Cape Province and **"Municipality"** shall have the same meaning ;

2.1.31 **"Main Entrance"** means the main entrance to the Farm, situated on the Klapmuts-Simondium Road, consisting of the paved security entrance, the security buildings, the electronic gate and all surrounding lawns, gardens and, water features ;

2.1.32 **"Member"** means a Member of the Phase One Sub-Association as provided for in Clause 8 of this Constitution ;

2.1.33 **"MPHOA Constitution"** means the constitution of the Vini Fera Master Property Home Owners Association;

2.1.34 **"Non-Residential Erf / Erven"** means any erf located in Phases 2, 4 and 5 of the Development together with all Improvements thereon ;

2.1.35 **"Occupant"** means any person occupying an Erf whether as a Tenant or otherwise;

2.1.36 **"Ordinary Resolution"** means a resolution taken at a General Meeting, where a quorum is present, by more than 50% (fifty percent) of the Members present at that General Meeting, personally or by means of a proxy, and entitled to vote at such a General Meeting in terms of the provisions of this Constitution ;

2.1.37 **"Owner"** means the registered owner of an Erf;

2.1.38 **"Phase 1(a) and (b)"** means that part of the Development consisting of 100 Erven more particularly as depicted in the General Plan/s of Subdivisions of Erf 3965 and Erf 3966 Klapmuts ;

2.1.39 **"Phase 2"** means that part of the Development consisting of an Agritourism node more particularly as depicted in the Site Development Plan of Subdivisions of Erf 3967 Klapmuts ;

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

DATE 11/23 11/202

2.1.40 **"Phase 3"** means that part of the Development consisting of [redacted] Erven more particularly as depicted in the General Plan of Subdivisions of Erf 3968 Klapmuts ;

2.1.41 **"Phase 4"** means that part of the Development consisting of the Farm homestead within 15ha of agriculturally zoned land more particularly as depicted in the Site Development Plan ;

2.1.42 **"Phase 5"** means that part of the Development consisting of a Hotel and 28 wellness dwellings more particularly as depicted in the Site Development Plan ;

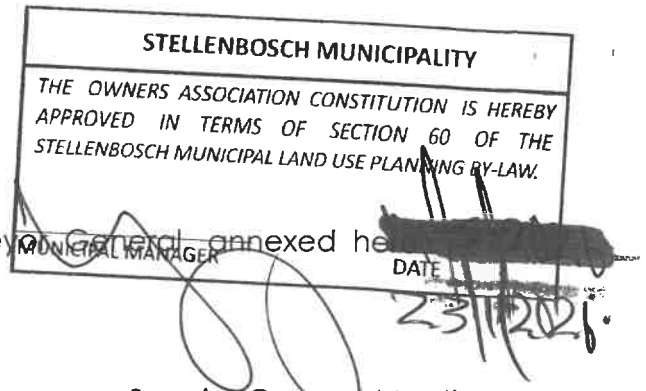
2.1.43 **"Phase One Common Property"** means the servitude areas (in respect of which servitudes are registered in favour of the Association), private roads, private open spaces, lakes, waterways, pathways and areas which are designated by the Developer during the Development Period and thereafter by the Association as Common Property of the Association and the related or associated services and facilities thereon all located within Phase 1(a) and (b) ;

2.1.44 **"Phase One Communal Services"** means the system(s) for the provision of water, electricity, communications, storm water drainage, the collection and removal of solid waste or sewerage in respect of Phase 1(a) and (b) and any related infrastructure systems and/or processes which serve Phase 1(a) and (b) as a whole and which must be operated and maintained by the Phase One Sub-Association;

2.1.45 **"Phase One Sub-Association"** means the Home Owners Sub-Association established in regard to the residential development in Phase 1(a) and (b), an association not for gain, constituted in terms hereof;

2.1.46 **"Phase Three Sub-Association"** means the Home Owners Sub-Association to be established in regard to the residential development in Phase 3 ;

2.1.47 **"Site Development Plan"** means the draft plan depicting the Development, which plan is subject to re-layout, renumbering



and approval by the Surveyor General annexed hereto as Annexure "B" ;

2.1.48 **"Special General Meeting"** means a Special General Meeting held by the Phase One Sub-Association as provided for and held in terms of this Constitution ;

2.1.49 **"Special Levy"** means any Special Levy / Levies imposed by the Phase One Sub-Association, over and above the Levies as referred to in clause10 but also calculated and payable in terms of the provisions of clause 10 ;

2.1.50 **"Special Resolution"** means a resolution passed at a General Meeting at which a quorum is present and in respect of which not less than 21 (Twenty One) Clear Days' notice has been given specifying the intention to propose the resolution as a Special Resolution, the terms and effect of the resolution and the reasons for it, and passed on a show of hands by not less than 75% (Seventy Five percent) of the total number of Members present at that General Meeting personally or by means of a proxy, and entitled to vote at such a General Meeting in terms of the provisions of this Constitution ;

2.1.51 **"Sub-Association(s)"** means the Phase One Sub-Home Owners Association and/or the Phase Three Sub-Home Owners Association ;

2.1.52 **"Tenant"** means a person leasing an Erf ;

2.1.53 **"Trustee"** means a member on the Board of Trustees of the Phase One Sub-Association and includes alternate and co-opted Trustees;

2.1.54 **"Trustees"** means the Board of Trustees of the Phase One Sub-Association from time to time and **"Board"** shall have a corresponding meaning ;

2.1.55 **"Unanimous Resolution"** means a resolution taken at a General Meeting where a quorum is present, passed by all the Members present at such General Meeting personally or by means of a

proxy, and entitled to vote at such General Meeting in terms of the provisions of this Constitution ;

2.1.56 **"in writing"** means written or printed or partly one and partly another, and other modes of representing or producing words in a visible form, including electronic communication;

2.1.57 **"Year"** means any calendar year.

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
DATE 23/11/20

3 INTERPRETATION

3.1 The clause headings are for convenience and shall be disregarded in construing this Constitution.

3.2 Unless the context clearly indicates a contrary intention :

3.2.1 the singular shall include the plural and vice versa ; and

3.2.2 a reference to any one gender shall include the other genders ; and

3.2.3 a reference to natural persons includes legal persons and vice versa.

3.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.

3.4 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.

3.5 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

3.6 If any provision of this Constitution is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Constitution.

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 DATE 23.11.12

3.7 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.

3.8 The annexures to this Constitution are deemed to be incorporated in and form part of this Constitution.

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

3.10 This Constitution shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

4. CREATION OF THE PHASE ONE SUB-ASSOCIATION

The Phase One Sub-Association will come into existence simultaneously with the first registration of transfer of an Erf from the Developer to an Owner.

5. THE MAIN BUSINESS OF THE PHASE ONE SUB-ASSOCIATION

5.1 The main business of the Phase One Sub-Association is to acquire exclusive use, where possible, of the Phase One Common Property, to maintain and control the Phase One Common Property and to carry on the promotion, advancement and protection of the Members of the Phase One Sub-Association and to manage, control and regulate Phase 1(a) and (b) to the best advantage and in the collective mutual interests of the Members.

5.2 In order for the Phase One Sub-Association to qualify for exemption in respect of the income received by the Phase One Sub-Association from the Levies and Special Levies or other sources in terms of Section 10(1)(e)(iii) of the Income Tax Act, the following conditions shall apply :

5.2.1 the main objective of the Phase One Sub-Association is to manage the collective interest common to all its Members, which includes expenditure applicable to the Phase one Common Property, the Phase One Communal Services and the

collection of Levies and Special Levies for which Members are liable ;

5.2.2 the Phase One Sub-Association is not permitted to distribute its funds to any person other than to a similar association of persons;

5.2.3 on dissolution, the remaining assets of the Phase One Sub-Association 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 ;

5.2.4 any amendments to the Constitution must be submitted to the Commissioner for the South African Revenue Services ;

5.2.5 funds available for investment may only be invested with registered financial institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984, and in securities listed on a stock exchange as defined in Section 1 of the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985) ;

5.2.6 the Phase One Sub-Association may not be 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 become payable by any person under this Act or any other law administered by the Commissioner for the South African Revenue Services ;

5.2.7 must submit annual returns of income together with financial statements to the South African Revenue Services, Cape Town ;

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

DATE 23/11/2016

6. MAIN OBJECTS, POWERS AND STATUS OF THE PHASE ONE SUB-ASSOCIATION

6.1 The Phase One Sub-Association shall have as its main objectives, the following :

6.1.1 to formally represent, promote, advance and protect the collective mutual interests of all its Members;

6.1.2 to oversee, regulate and control the harmonious development of Phase 1(a) and (b) and to ensure and promote the general high standard of Phase 1 (a) and (b) ;

6.1.3 to acquire exclusive use of the Phase One Common Property, where possible ;

6.1.4 the control over, management and maintenance of :

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
DATE

6.1.4.1 the Phase One Common Property ;

6.1.4.2 all buildings and/or structures on the Phase One Common Property, including but not necessarily limited to perimeter walls and fences and entrance facilities ;

6.1.4.3 all services, landscaping, irrigation and amenities on the Phase One Common Property ;

6.1.5 to institute, control and pay for measures relating to the security of Phase 1(a) and (b) and accordingly its Members ;

6.1.6 to control, manage and maintain the further distribution of all Phase One Communal Services including individual metering, after bulk metering points ;

6.1.7 to establish a Levy fund for all expenses of the Phase One Sub-Association, including provision for future expenses and contingencies and to determine and collect Levies and Special Levies for the purpose of the said fund from the Members;

6.1.8 to monitor and enforce compliance with the Landscape Master Plan within Phase 1(a) and (b);

6.1.9 subject always to the directions of the Association, to monitor and enforce compliance with the Architectural Guidelines and all other building and/or design guidelines within Phase 1(a) and (b) as may be introduced in terms of the MPOA Constitution;

6.1.10 to pay any bulk Phase One Communal Services and other suchlike accounts;

6.1.11 to bear the running cost of all external street lighting within Phase 1 (a) and (b);

6.1.12 to enter into agreements with the Local Authority or any other authority or supplier of services in regard to the supply of services to the Phase 1 (a) and (b);

6.1.13 to accept the cession of any rights and delegation of any duties to the Phase One Sub-Association under any other agreement(s) entered into by the Developer for the benefit of the Phase One Sub-Association;

6.1.14 to formulate, enforce, modify, amend, add and/or delete the Governing Rules;

6.1.15 to enforce the provisions of the Constitution;

6.1.16 to accredit service providers in respect of services to be rendered to Members, including but not limited to, pool cleaning and garden services ;

6.1.17 to regulate Annual General Meetings with its Members;

6.1.18 to provide for procedures to obtain the consent of Members to transfer Erf in the event that the Phase One Sub-Association ceases to function ;

6.1.19 to control the alienation, transfer, letting and use of Erven;

6.1.20 to service, maintain, upgrade and install (where applicable) the Phase One Communal Property ;

6.1.21 to regulate the conduct of any person and the prevention of nuisance of any nature to any person within Phase 1 (a) and (b);

6.1.22 to impose fines and other penalties that may be payable by and enforced against Members, Occupants and/or Invitees and to institute legal proceedings in any competent court of law in relation to the non-compliance by any Member, Occupants and/or Invitee with any of the requirements of this Constitution and/or the Governing Rules ;

6.1.23 to exercise control over the maintenance of all Improvements on Erven, which maintenance is to be carried out by and at the expense of the respective Owner ;

6.1.24 to liaise and communicate with the Farm Owner insofar as access to the Farm by Members, Occupants and Invitees is concerned and the conditions under which such access may be exercised ;

6.1.25 to appoint an Estate Manager and any other personnel to manage the affairs of the Phase One Sub-Association.

6.2 The Phase One Sub-Association is a legal persona and as such –

6.2.1 its assets, liabilities, rights and obligations shall vest in the Phase One Sub-Association independently of its Members;

6.2.2 it shall have perpetual succession ;

6.2.3 all legal proceedings shall be brought by or against the Phase One Sub-Association, in the name of the Phase One Sub-Association, and the Trustees may authorise any person(s) to act on behalf of the Phase One Sub-Association and to sign all such documents and take all

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 [redacted] DATE 23/1/2026

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
DATE
23/1/2026

such steps as may be necessary in connection with any such legal proceedings ; and

6.2.4 its Members shall not, by reason of their membership, be liable for the liabilities and obligations of the Phase One Sub-Association.

7. FINANCIAL YEAR END

The financial year-end of the Phase One Sub-Association is the end of February each year or such other date as the Trustees may decide from time to time.

8. MEMBERSHIP OF THE PHASE ONE SUB-ASSOCIATION

8.1 Membership of the Phase One Sub-Association shall be limited to and compulsory for the following persons :

8.1.1 the Developer, for the duration of the Development Period; and

8.1.2 the Owner of each Erf as from the date on which such Erf is transferred from the Developer to an Owner.

8.2 The Developer shall be entitled to appoint the Chairperson of the Phase One Sub-Association during the Development Period.

8.3 An Owner of an Erf may not resign as a Member of the Phase One Sub-Association.

8.4 The provisions of this Constitution shall be binding on all Members, and Tenants and, insofar as they may be applicable, on all Occupants, whatsoever the nature of such occupation and all Invitees.

8.6 No Owner, ceasing to be a Member shall for any reason (nor shall any such Member's executor, curators, trustees or liquidators) have any claim upon or interest in the funds or other assets of the Phase One Sub-Association, but this clause shall be without prejudice to the rights of the Phase One Sub-Association to claim from such Member or his estate any arrears of Levies or Special Levies or other sums due by him to the Phase One Sub-Association at the time of his ceasing to be a Member.

9. ALIENATION AND OCCUPATION

9.1 Alienation by Members:

9.1.1 A Member may not in any manner whatsoever, alienate an Erf unless :

9.1.1.1 the proposed transferee has irrevocably bound himself to become a Member of the Phase One Sub-Association and to observe the Constitution of the Phase One Sub-Association for the duration of his ownership of his Erf ; and



9.1.1.2 the Phase One Sub-Association has given its written consent thereto and has issued a written clearance that all amounts owing to the Phase One Sub-Association by such Member have been paid and that the Member is not in breach of any of the provisions of the Constitution ; and

9.1.1.3 he pays to the Phase One Sub-Association the fees pertaining to such written clearance as determined by the Phase One Sub-Association from time to time ; and

9.1.1.4 the proposed transferee acknowledges that upon the registration of transfer of the Erf into his name, he shall *ipso facto* become a Member of the Phase One Sub-Association;

9.1.2 The Alienation by a shareholder of any of his shares in a company owning an Erf or by a person of any of his members interest in a Close Corporation owning an Erf, or by a beneficiary of any of his interest in a Trust owning an Erf shall be deemed to be an Alienation of an Erf and the provisions of clause 9.1.1 above shall apply *mutatis mutandis* to such a transaction;

9.1.3 The provisions of clause 9.1.1 shall also apply *mutatis mutandis* to any alienation of any undivided share in an Erf ;

9.1.4 As this Constitution shall also bind Tenants, Occupants and/or Invitees, no Member shall let or otherwise part with occupation of Erf whether temporarily or otherwise, unless the proposed occupier has agreed to be bound by the terms of this Constitution. Notwithstanding the aforementioned, an Owner shall always remain bound by the provisions of this Constitution and as such be required to ensure compliance therewith by any party occupying his Erf ;

9.1.5 Such restrictions as are registrable will be registered against the title deeds of all Erven in order to give effect to the terms of this clause.

9.1.6 All Members shall be bound by this clause whether or not such restrictions are registered ;

9.1.7 Owners shall only be entitled to sell or lease Erven using the services of the Estate Agents.

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW

23/11/2021

MUNICIPAL MANAGER DATE

10. LEVIES

10.1 The Trustees must :

10.1.1 establish and maintain a Levy fund for the purposes of meeting all expenses of the Phase One Sub-Association for the control, management, administration, maintenance and improvement of the Phase One Common Property and the amenities thereon, the repair and maintenance, including the renewal and replacement of Phase One Communal Services, the payment of rates, levies and other expenses to the Local Authority for services rendered, levies or charges due to the Association, and for the payment of all expenses necessarily and reasonably incurred in connection with the management of the Phase Once Sub-Association and the affairs of the Phase One Sub-Association in general.

10.1.2 estimate the amount which will be required by the Phase One Sub-Association to meet its expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate an amount to be held in reserve to meet anticipated future expenditure not of an annual nature ;

10.1.3 require Members whenever necessary to make contributions to such fund for the purposes of satisfying the expenses referred to in clauses 10.1.1 and 10.1.2, equal as nearly as is reasonably practical to such estimated amount ;

10.2 The Trustees may, from time to time, determine Special Levies which will become payable by Members with effect from such date as the Trustees shall determine in respect of such expenses referred to in clause 10.1 (which are not included in any estimate made in terms of clause 10.1.2) and such Special Levies may be imposed and shall be payable in one sum or by such instalments and at such time or times as the Trustees may deem fit.

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW

23/11/2021

MUNICIPAL MANAGER DATE

10.3 Any amount due by a Member by way of a Levy shall be a debt due by him to the Phase One Sub-Association payable within such time as determined by the Trustees. The obligation of a Member to pay a Levy shall cease upon his ceasing to be a Member save that he shall remain liable for all Levies calculated up to the date upon which he ceases to be a Member. No Levies paid by a Member shall be repayable by the Phase One Sub-Association upon his ceasing to be a Member.

10.4 In calculating Levies, the Trustees shall take into account the income, if any, earned by the Phase One Sub-Association.

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

10.6 In calculating the Levy payable by any Member, the Trustees shall as far as reasonably possible assign those costs relating to the Phase One Common Property generally, to the Members equally, provided, however, that the Trustees may in any case where they consider it equitable to do so, assign to any Member any greater share of the costs and expenses as they may consider to be reasonable in the circumstances.

10.7 The Phase One Sub-Association may come to an agreement with the Developer for the repayment by the Phase One Sub-Association to the Developer of ongoing costs or expenses incurred by the Developer for the provision of services and the facilities within Phase 1 (a) and (b).

10.8 No Member shall be entitled to any of the privileges of membership unless and until he shall have paid every Levy and other sum (if any) which shall be due and payable to the Phase One Sub-Association.

10.9 All Levies, other than Special Levies which will be payable in accordance with the provisions of clause 10.3, are due and payable monthly in advance on the first day of each and every month free of any deductions or set-off of any nature, commencing from such date as the Trustees will determine.

10.10 Members shall be liable for payment of interest on outstanding amounts at a rate determined by the Trustees from time to time but not exceeding the maximum annual rate permitted by law. Interest calculated at the determined rate is recoverable from the date on which the amount is due and payable to the date of payment provided that any portion of a month will be regarded as a full calendar month for the purposes of this calculation.

10.11 The Developer shall <u>not</u> be obliged to pay Levies in respect of any Erf for as long as he remains the Owner thereof.

10.12 During the Development Period, the Developer shall be liable to pay to the Phase One Sub-Association any shortfall between the Levies

paid to the Phase One Sub-Association by its Members and the Phase One Sub-Association's operational expenses (**"the operating losses"**). The operating losses (if any) will be calculated retrospectively by the Auditors at the end of each financial year of the Phase One Sub-Association and will be payable by the Developer to the Sub-Association within 30 (thirty) days from date of demand for payment by the Trustees.

10.13 Levy income will be exempt from tax in terms of the provisions of Section 10(1)(e) of the Income Tax Act No 58 of 1962, as amended, provided that :

10.13.1 the sole object of the Phase One Sub-Association is to manage the collective interest common to all its Members, which includes expenditure applicable to the Phase One Common Property and the collection of levies for which Members are liable ; and

10.3.2 the Phase One Sub-Association is not permitted to distribute its funds to any person other than to a similar association of persons ;

10.14 A Member shall be liable for and pay the Phase One Sub-Association's legal costs on a scale as between attorney and client which costs shall include collection commission (calculated at 10% per payment subject to a maximum amount of R1 000.00 plus VAT per payment) and Counsel's fees (as charged by Counsel but subject to the Cape Bar Council Fee Parameters) in the event that the Phase One Sub-Association elects to pursue legal action against such Member due to a breach of the provisions of this Constitution or the Governing Rules. Such costs may be added to the Member's Levy account and recovered in the same manner as applies to Levies, together with interest at the rate applicable to Levies in terms of clause 10.10

10.15 All monies received from a Member towards his Levy account shall be apportioned firstly towards interest, then towards legal costs and then towards Levies.

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.

[redacted] 23/11/2021

MUNICIPAL MANAGER DATE

11. PHASE ONE COMMUNAL SERVICES

With effect from the date upon which the Phase One Sub-Association is created in terms of clause 4, the obligation to maintain, repair and replace Phase One Communal Services shall pass from the Developer to the Phase One Sub-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 [redacted] DATE 23/11/2020

12. GOVERNING RULES

12.1 Subject to any restrictions imposed or directions given at any General Meeting of the Phase One Sub-Association, and subject to the conditions imposed by the Local Authority in approving the rezoning and subdivision of the Land, the Trustees may from time to time :

12.1.1 make rules governing, inter alia :

12.1.1.1 the management of Phase 1 (a) and (b) ;

12.1.1.2 the Members' rights of use, occupation and enjoyment of the Phase One Common Property ;

12.1.1.3 the external appearance of and the maintenance of the Phase One Common Property and the buildings or other structures erected on the Phase One Common Property;

12.1.1.4 the erection of any Improvements on Erven subject always to the directions of the Association, the Architectural Guidelines, the Landscape Master Plan and the requirements of the Local Authority ;

12.1.1.5 subject always to the directions of the Association, compliance with the Architectural Guidelines and the Landscape Master Plan ;

12.1.1.6 subject always to the directions of the Association, the external appearance of Erven and Improvements thereon ;

12.1.1.7 the conduct of Members generally as also the conduct of Tenants, Occupants and Invitees ;

12.1.1.8 subject always to the directions of the Association, the siting of all buildings and Improvements on;

12.1.1.9 the use of all roads and the parking of all vehicles including trucks, caravans, trailers and boats within Phase 1 (a) and (b);

12.1.10 the use of Phase One Common Property and the restrictions for the use and enjoyment thereof including the preservation of the natural environment, vegetation, flora and fauna therein ;

12.1.11 the right to prohibit, restrict or control the keeping of any animals in Phase 1(a) and (b) which they regard as dangerous or a nuisance ;

12.1.12 the control of the number of occupiers permitted on any one Erf ;

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 DATE 23/11/2020

12.1.13 the admission of any person to Phase 1 (a) and (b) and the eviction of any person not entitled [redacted] therein ;

12.1.14 use of waterways and lakes within Phase 1 (a) and (b), and the amenities relating thereto ;

12.1.15 the operation of business operations within Phase 1 (a) and (b) and the restrictions relating thereto ;

12.1.16 littering within Phase 1 (a) and (b) ;

12.1.17 responsibility of Members for the activities of their Tenants, Occupants and/or Invitees ;

12.1.18 security within Phase 1 (a) and (b) ;

12.1.19 letting and selling of Erven.

12.1.2 enter into agreement(s) with the Local Authority governing the matters set out in clause 12.1 and any other incidental matters ;

12.1.3 enter into agreement(s) with the Local Authority and other parties for the provision of Phase One Communal Services.

12.1.4 impose fines and/or penalties which it considers appropriate in its sole discretion against Members (and, where applicable, against Occupants, Tenants and/or Invitees) who are in default of any of their obligations in terms of this Constitution and/or any applicable Governing Rules, including the terms of payment of such fines and/or penalties.

12.2 The Trustees (on behalf of the Phase One Sub-Association) subject always to the directions of the Association shall monitor and enforce compliance by the Owners with the Architectural Guidelines and the Landscape Master Plan.

12.3 Each Member shall be obliged to:

12.3.1 comply with the provisions of this Constitution ;

12.3.2 comply with the provisions of the MPHOA Constitution;

12.3.3comply with the Architectural Guidelines ;

12.3.4 comply with the Landscape Master Plan ;

12.3.5 comply with any Governing Rules; including governing rules by the Association.

12.3.6 comply with any agreements referred to in clause 12.1.2 and above insofar as those agreements either directly or indirectly

impose obligations on him ;

12.3.7 pay such fines as may be imposed in terms of clause 12.1.4 above.

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 [redacted] DATE 23/11/2026

12.4 Each Member undertakes to the Developer and the Phase One Sub-Association that he shall not object to any application for land use rights.

12.5 All officials, employees and contractors employed by the Association, the Phase One Sub-Association, the Local Authority, any public service company and the Developer shall, at all times, have reasonable access to the Erven and the Phase One Common Property for purposes of inspecting and/or maintaining all Phase One Communal Services supplying and/or traversing any part thereof.

13. ESTATE MANAGER

13.1 During the Development Period, the Developer shall be entitled to appoint an Estate Manager to manage the affairs of the Phase One Sub-Association or to perform certain functions of the Phase One Sub-Association. It shall be within the absolute discretion of the Developer to determine the terms and conditions of the appointment of such Estate Manager, including the fees and/or remuneration payable.

13.2 Any fees and/or remuneration payable to the Estate Manager shall be paid by the Phase One Sub-Association and not the Developer.

13.3 The appointment of the Estate Manager may extend beyond the Development Period, provided that the Developer shall endeavour to procure, when making such appointment, that the appointment may, if so required by the Phase One Sub-Association at a General Meeting, and subject to the requirements of the law, be terminated on reasonable notice after the end of the Development Period.

13.4 After the Development Period, the Phase One Sub-Association shall be responsible for the appointment of any successive Estate Manager, it being contemplated that the affairs of the Phase One Sub-Association shall at all times be entrusted to a professional manager with appropriate executive powers so as to conform to the requirements of good corporate governance.

13.5 Subject to this Constitution, and the terms of his appointment, the Estate Manager shall manage and control the business and affairs of the Phase One Sub-Association under instruction and guidance of the Trustees.

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.

23/11/202

MUNICIPAL MANAGER

14. TRUSTEES

14.4.1 There shall be a minimum of 4 (Four) and a maximum of 7 (Seven) Trustees of the Phase One Sub-Association, appointed or elected as follows :

14.1.1 The Developer shall, during the Development Period, be entitled to appoint 4 (Four) Trustees ; and

14.1.2 The Members shall be entitled to elect, by majority vote at a General Meeting, 3 (Three) Trustees ; and

14.1.3 After the Development Period, the 4 (four Trustees previously appointed by the Developer shall also be elected by majority vote at a General Meeting.

14.2 Until the first Trustees of the Phase One Sub-Association are appointed/elected, the Developer shall be entitled to carry out all the functions and the duties of the Trustees in terms of this Constitution.

14.3 The Chairperson of the Trustees shall be appointed by the Developer during the Development Period and thereafter by the Trustees.

14.4 Save as otherwise provided for in this Constitution, the Chairman shall preside at all meetings of the Trustees and all General Meetings of the Phase One Sub-Association and shall perform all duties incidental to the office of the Chairman and such other duties as may be prescribed by the Trustees and shall allow or refuse to permit guests to speak at any such meetings.

14.5 If the Chairman vacates the chair during the course of a meeting or is not present or is, for any other reason, unable to preside at any meeting, then the Trustees present at such meeting shall choose another Chairman for such meeting.

14.6 If any Chairman vacates his office as Chairman or no longer continues in office for any reason, the Trustees shall elect another Chairman who shall hold office as such for the remainder of the period of office of the first mentioned Chairman.

14.7 A Trustee shall be a natural person who need not necessarily be a Member.

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

14.9 A Trustee is required to :

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

14.9.2 at all times act in the best interests of the Phase One Sub-Association, and in such a way that the credibility and integrity of the Phase One Sub-Association is not compromised in any way

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 DATE

14.10 When appointed or elected, a Trustee shall, within 60 (Sixty) Clear Days after his appointment or election, 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 Phase One Sub-Association.

14.11 No Member may be appointed or nominated to become a Trustee if he is in breach of any provision of this Constitution, the Architectural Guidelines, the Landscape Master Plan or the Governing Rules.

14.12 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 Phase One Sub-Association.

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

14.14 A Trustee may not, except through the Chairperson and/or the Board :

14.14.1 interfere in the management or administration of Phase 1 (a) and (b), unless mandated by the Board ;

14.14.2 give or purport to give any instruction to any contactor or employee of the Phase One Sub-Association other than the Managing Agent ;

14.14.3 obstruct or attempt to obstruct the Managing Agent or any of the contractors or employees of the Phase One Sub-Association in the implementation of any decision or resolution of the Board ; or

14.14.4 encourage or participate in any conduct which would cause or contribute to maladministration by the Board.

14.15 The Board may at any time and from time to time investigate and make a finding in respect of any alleged breach by a Trustee(s) of any of the provisions of this Constitution or the Governing Rules or any other rules or regulations made or promulgated by the Phase One Sub-Association or the Board, or establish a special committee to investigate and make appropriate recommendations to the Board in this respect.

14.16 Should the Board find that a Trustee has breached any provision of this Constitution or any of the Governing 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 Phase One Sub-Association, the Board may :

14.16.1 issue a formal warning to the Trustee concerned ;

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
DATE 23/11/21

14.16.2 reprimand the Trustee ;

14.16.3 suspend the Trustee ;

14.16.4 suspend the Trustee pending the outcome of a forensic audit in the instance of any suspected theft or fraud ; or

14.16.5 request the Trustee to resign ; or

14.16.6 request the Phase One Sub-Association to remove the Trustee from the Board.

14.17 No contract concluded on behalf of the Phase One Sub-Association shall be valid and binding unless it is signed by the Chairman and one Trustee, the latter specifically appointed as an authorised signatory in terms of a resolution of Trustees whereby the Trustees bind the Phase One Sub-Association.

14.18 Notwithstanding the provisions of this Constitution, the Trustees may formally resolve to ratify and adopt any unauthorised action which may have been taken by any Trustee or any representative of the Trustees on behalf of the Phase One Sub-Association, if the Trustees deem it to be for the benefit of the Phase One Sub-Association to do so.

14.19 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as Trustees and/or Chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.

14.20 Trustees may not make loans on behalf of the Phase One Sub-Association to Members or themselves.

15. REMOVAL AND ROTATION OF TRUSTEES

15.1 Each appointed Trustee shall, save as set out in clause 15.4, hold office from the date of his appointment until the date on which he is removed from office by the Developer.

15.2 Should an appointed Trustee vacate his office for any reason whatsoever, then the Developer shall fill the vacancy without delay by appointing another Trustee in his place and stead.

15.3 Each elected 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 elected Trustee shall be deemed to have retired from office, but shall be eligible for re-election as a Trustee.

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

15.4.1 should he become disqualified to act as a director of a company in terms of the Companies Act ;

15.4.2 should he be removed from office by a resolution of the Board ;

15.4.3 should his estate be sequestrated whether provisionally or finally ;

15.4.4 on his conviction of any offence involving dishonesty ;

15.4.5 on the commission by him of any act of insolvency ;

15.4.6 should he become of unsound mind or being found to be a lunatic ;

15.4.7 on his death ;

15.4.8 on his resignation from such office in writing ;

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.

23/11/2021

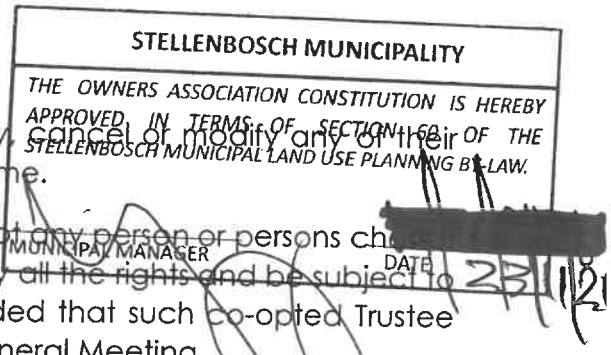
MUNICIPAL MANAGER DATE

15.5 Should an elected Trustee vacate his office prior to the next Annual General Meeting, the vacancy in question shall be temporarily filled by a person nominated by those Trustees remaining.

16. FUNCTIONS, POWERS AND DUTIES OF TRUSTEES

16.1 Subject to the express provisions of this Constitution, the Trustees shall manage and control the business and affairs of the Phase One Sub-Association, shall have full powers in the management and direction of such business and affairs, including the right of appointment and dismissal of any Estate Manager after the Development Period, may exercise all such powers of the Phase One Sub-Association and do all such acts on behalf of the Phase One Sub-Association as may be exercised and done by the Phase One Sub-Association and as are not by this Constitution required to be exercised or done by the Phase One Sub-Association in General Meeting subject however to such Governing Rules as may have been made by the Phase One Sub-Association in General Meeting provided that no Governing Rule made by the Association in General Meeting shall invalidate any prior act of the Trustees which would have been valid if such Governing Rule had not been made.

16.2 The Developer during the Development Period and thereafter the Trustees shall have the right to engage on behalf of the Phase One Sub-Association the services of accountants, advocates, attorneys, auditors, architects, engineers, land surveyors, town planners or any other professional firm or person whatsoever or any employees for any reason deemed necessary by the Developer during the Development Period and thereafter the Trustees on such terms as the Developer / Trustees shall decide.



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

16.4 The Trustees shall have the right to co-opt any person or persons chosen by them. A co-opted Trustee shall enjoy all the rights and be subject to all the obligations of the Trustees provided that such co-opted Trustee shall only serve until the next Annual General Meeting.

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

16.6 The Trustees may make Governing Rules not inconsistent with this Constitution or any Governing Rules prescribed by the Phase One Sub-Association in General Meeting and shall be entitled to cancel, vary or amend any of the same from time to time :

16.6.1 as to the resolution of disputes generally ;

16.6.2 for the furtherance and promotion of any of the objects of the Phase One Sub-Association ;

16.6.3 for the better management of the affairs of the Phase One Sub-Association ;

16.6.4 for the advancement of the interests of Members;

16.6.5 for the conduct of Trustees at meetings of Trustees and meetings of the Phase One Sub-Association ;'

16.6.6 to levy and collect contributions from Members in accordance with clause 10 ;

16.6.7 to levy and recover from Members moneys which are necessary to defray the necessary expenses of the Local Authority in the event of the Local Authority imposing any levies and imposts against the Phase One Sub-Association ;

16.6.8 to assist it in administering and governing its activities generally ;

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

16.7.1 subject always to the directions of the Association, the determination of what constitutes appropriate standards for residential living, maintenance, repairs and Improvements on all Erven in strict accordance with the provisions of the Architectural Guidelines and the Landscape Master Plan which shall be additional to the powers of the Developer for as long as the Developer is a Member. The Trustees shall be entitled to require any Member, who shall be obliged, to repaint or renovate his Improvements if in the reasonable opinion of the

Trustees such Improvements require essential renovation or repairs or have become dilapidated ;

16.7.2 entering into of agreements with third parties on behalf of the Phase One Sub-Association for any purposes of the Phase One Sub-Association ;

16.7.3 the employment on behalf of the Phase One Sub-Association of agents, employees, contractors and any other party and the payment of such persons ;

16.7.4 the taking of steps in all matters of common interest in respect of the Phase One Sub-Association and, without detracting from the generality thereof, such as sewerage, communications, electricity supply, water supply, landscaping, maintenance of roads, refuse facilities, removal of refuse and suchlike, where applicable ;

16.7.5 the institution or defence of legal proceedings in the name of the Phase One Sub-Association and to appoint legal representatives for such purpose ;

16.7.6 administrating, inspecting and maintaining all metered connections ;

16.7.7 complying with and enforcing all applicable municipal by-laws including any water restrictions imposed on Phase 1 (a) and (b) by the Local Authority from time to time.

STELLENBOSCH MUNICIPALITY
THE TOWERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.
MUNICIPAL MANAGER [redacted] DATE 25/11/2021

17. PROCEEDINGS OF TRUSTEES

17.1 The Trustees may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provisions of this Constitution.

17.2 Meetings of the Trustees shall be held at least once every quarter, provided that if all the Trustees have waived this requirement in respect of a particular quarter, then no meeting of the Trustees needs to be held for that quarter.

17.3 The Chairman shall always have the right to convene meetings of Trustees.

17.4 A Trustee may, provided he has the support in writing of 3 (three) other Trustees, at any time convene a meeting of Trustees by giving to the other Trustees not less than 14 (fourteen) 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.

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 [redacted] DATE 23/11/2021

17.5 A resolution in writing signed by all the Trustees shall be valid and effectual as if it had been passed at a meeting of Trustees duly called and constituted.

17.6 The quorum necessary for the holding of any meeting of Trustees shall be 3 (Three) Trustees present personally if there are 5 (Five) or less Trustees in office and 4 (Four) Trustees present personally if there are 6 (Six) or more Trustees in office, provided that, for as long as the Developer is a Member, no less than 4 (four) Trustees present personally are Trustees appointed by the Developer. 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 day which is not a 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.

17.7 Each Trustee shall have 1 (one) vote. Any resolution of the Trustees, other than a Special Resolution, shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against such resolution, the Chairman shall have a second or casting vote.

17.8 The Chairman shall preside as such at all meetings of Trustees provided that, should at any meeting of Trustees the Chairman not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, those present of the Trustees shall vote to appoint a Chairman for the meeting who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.

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

17.10 The instrument appointing a proxy shall be in writing and signed by the Trustee concerned but need not be in any particular form. The proxy shall be deposited with the Chairman at any time before the time appointed for the commencement of a meeting and shall be valid only for such meeting or any adjournment thereof.

17.11 The Trustees shall :

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

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

17.11.3 keep all books of meetings of Trustees in perpetuity ; and

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

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

17.13 Save as otherwise provided in this Constitution, the proceedings at any meeting of Trustees shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.

17.14 The Trustees may vote upon and pass resolutions by way of e-mail correspondence subject to the following conditions :

17.1.14.1 each of the Trustees must be included in all e-mail correspondence relating to any decision to be taken by the Trustees by e-mail ;

17.1.14.2 no decision shall be taken by e-mail if any of the Trustees requires that the matter be decided at a meeting of the Trustees ;

17.1.14.3 the necessary quorum required for a decision to be taken by e-mail will be achieved if a majority of the Trustees vote in favour of the decision by return e-mail to each of the other Trustees ;

17.1.14.4 all resolutions passed by e-mail shall be recorded in the minute book containing the minutes of the meetings of the Trustees and shall be ratified at the following or any subsequent meeting of the Trustees.

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
DATE 25/11/2021

18. GENERAL MEETINGS OF THE PHASE ONE SUB-ASSOCIATION

18.1 The Developer shall call the first General Meeting of the Phase One Sub-Association within 60 (sixty) Clear Days of the transfer of 60% (Sixty present) of all the Erven or within 2 (two) years of the transfer of the first Erf, whichever occurs first.

18.2 At the first General Meeting of the Phase One Sub-Association, the then Members shall be obliged to elect the Trustees that they are entitled to elect, more particularly as set out in Clause 14.1.2.

18.3 The Phase One Sub-Association shall hold a General Meeting as its Annual General Meeting, in addition to any other General Meetings during that year, as soon as possible after the end of each financial year, it being the intention that each Annual General Meeting shall take

place not later than 4 (four) months after the end of each financial year. Notwithstanding the aforegoing, the first Annual General Meeting of the Phase One Sub-Association is only required to take place within 12 (twelve) months of the date of the first General Meeting as contemplated in 18.1 above.

18.4 Such Annual General Meeting shall be held at such time and place, subject to the aforegoing provisions, as the Trustees shall decide from time to time.

18.5 All General Meetings other than Annual General Meetings shall be called Special General Meetings.

18.6 The Trustees may whenever they think fit, convene a Special General Meeting for any purpose. A Special General Meeting shall also be convened by the Trustees on a requisition of Members if such requisition declares the specific purpose for which the meeting is proposed and is made by Members holding not less than 25% (Twenty Five percent) of the total voting rights of all Members. Should the Trustees fail to convene such a meeting, same may be convened by the Members making the requisition provided that notice thereof is given as provided for in clause 19.

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 DATE 23/11/2016

19. NOTICE OF MEETINGS OF THE PHASE ONE SUB-ASSOCIATION

19.1 An Annual General Meeting and a General Meeting called for the passing of a Special Resolution shall be called on not less than 21 (Twenty One) Clear Days' notice in writing and a Special General Meeting other than one called for the passing of a Special Resolution shall be called on not less than 14 (Fourteen) Clear Days' notice in writing.

19.2 In each case, the notice shall specify the place, the day and the hour of the meeting and, in the case of special business, in addition to any other requirements contained in this Constitution, the general nature of that business, and in the case of a Special Resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trustees to such persons as are under this Constitution entitled to receive such notices from the Phase One Sub-Association provided that a General Meeting of the Phase One Sub-Association shall, notwithstanding that it is called by shorter notice than that specified in this Constitution, be deemed to have been duly called if it is so agreed :

19.2.1 in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat ; and

19.2.2 in the case of a Special General Meeting, by the Developer during the Development Period, and after the Development Period, by a majority in number of the Members having a right

to attend and vote at the meeting, being a majority together holding not less than 75% (seventy five percent) of the total voting rights of all Members.

19.3 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of this Constitution, or the non-receipt of any such notice, notification or document by any Member, or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, the meeting.

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
DATE
23/11/2021

20. QUORUM FOR GENERAL MEETINGS

20.1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business.

20.2 The quorum necessary for the holding of any General Meeting shall be Members holding an aggregate of not less than 25% (twenty five percent) of the total of all Members entitled to vote present in person or by proxy, provided that there must always be not less than 3 (three) Members personally present, and provided further that, during the Development Period, the Developer is present in person or by proxy.

20.3 If within 30 (thirty) minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Owners, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as the Chairman of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding of the meeting, the Members present shall constitute a quorum, provided that, during the Development Period, the Developer is present in person or by proxy.

21. AGENDA AT GENERAL MEETINGS

In addition to any other matters required by this Constitution to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting :

21.1 the confirmation of the minutes of the preceding Annual General Meeting and of any General Meeting held subsequently ;

21.2 the consideration of the Chairman's report ;

21.3 during the Development Period the election of the 3 (three) Trustees; and

21.4 after the Development Period, the election of all the Trustees including the 4 (four) Trustees previously appointed by the Developer ;

21.5 the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting and the voting upon any such resolutions ;

21.6 the consideration of the income statement and balance sheet of the Phase One Sub-Association for the last financial year of the Phase One Sub- Association preceding the date of such meeting ;

21.7 the consideration of the report of the Auditors ;

21.8 the consideration of the budget and noting of the Levy for the financial year during which such Annual General Meeting takes place ;

21.9 the consideration and fixing of the remuneration of the auditors for the financial year of the Phase One Sub-Association preceding the Annual General Meeting; and

21.10 the approval of the appointment of the auditors proposed for the year following the Annual General Meeting.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.
MUNICIPAL MANAGER DATE 23/11/202

22. PROCEDURE AT GENERAL MEETINGS

22.1 The Chairman shall preside as such at all General Meetings provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Members present at such meeting entitled to vote shall vote to appoint a Chairperson for the meeting who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting, provided that, during the Development Period, the Chairperson shall be a Trustee who is appointed by the Developer.

22.2 The Chairman may, with the consent of any General Meeting at which a quorum is present and shall if so directed by the meeting, adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

22.3 Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.

22.4 Except as otherwise set forth in this Constitution, all General Meetings shall be conducted in such reasonable manner as the Chairman of the meeting may decide.

23. PROXIES FOR GENERAL MEETINGS

23.1 A Member may be represented at a General Meeting by a proxy provided that the proxy is either a Member of the Phase One Sub-Association.

23.2 Subject to the provisions of Clause 23.7, the instrument appointing a proxy shall be in writing, and be signed by the Member concerned or by his duly authorised agent acting on his written authority, but need not be in any particular form provided that where a Member is more than 1 (One) person, any one of those persons may sign the instrument appointing a proxy on such Member's behalf. Where a Member is a company, the instrument must be signed by a Director of the company or by its secretary. Where a Member is an association of persons the instrument must be signed by the secretary thereof. Where a Member is a Close Corporation, the instrument must be signed by any member of such Close Corporation. Where the Member is a Trust, the instrument must be signed by a trustee of such trust.

23.3 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be deposited at the office of the Phase One Sub-Association at least 24 (twenty four) hours before the time appointed for the commencement of the meeting or adjourned meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy shall be valid after the expiration of 2 (two) months from the date of its execution.

23.4 A vote given in accordance with the terms of an instrument of 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 Trustees at least 1 (one) hour before the time fixed for the holding of the meeting.

23.5 A proxy may not delegate his authority to act to another person.

23.6 The proxy must vote in accordance with the instructions received from the person who appointed him.

23.7 Notwithstanding the aforegoing, the Chairman of the meeting may agree to accept a proxy tendered at any time before or during the meeting.

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 [redacted] DATE 23/11/202

24. VOTING

24.1 At every General Meeting :

24.1.1 the Developer, during the Development Period, shall have 400 (Four Hundred) votes in addition to its votes in respect of its unsold Erven ;I

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 DATE 23/1/2

24.1.2 every Member that is an Owner of an Erf, including the Developer, in person or by proxy, and entitled to vote, shall have 1 (One) vote for each Erf registered in his name;

24.1.3 if an Erf is registered in the name of more than 1 (one) person then all such co-owners shall jointly have 1 (one) vote ;

24.1.4 where 2 (two) or more Erven have been consolidated or 1 (one) Erf has been subdivided into 2 (two) or more Erven, then the Member in question shall continue to have the same number of votes he held prior to consolidation or subdivision, as if such consolidation or subdivision had not taken place.

24.1.5 save as expressly provided for in this Constitution, no person other than a Member, and who shall have paid every Levy and other sum, if any, which shall be due and payable to the Phase One Sub-Association in respect of or arising out of this membership of the Phase One Sub-Association and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any General Meeting;

24.1.6 if a Member is a company, close corporation, partnership or trust, such Member shall be represented by such representative as the Member may determine provided that the Chairman may disallow the vote of such representative unless he is able to produce proof to the satisfaction of the Chairman as to his right to represent the Member;

24.2 Unless the Chairman of the meeting otherwise directs, all voting shall be decided on show of hands or in such manner as the Chairman of the meeting may direct.

24.3 Every resolution and every amendment of a resolution proposed for adoption by a General Meeting shall be seconded at the meeting and, if not so seconded, shall be deemed <u>not</u> to have been proposed.

24.4 An Ordinary Resolution (that is a resolution other than a Special Resolution) or the amendment of an Ordinary Resolution, shall be carried on a simple majority of all the votes cast thereon, by Members present in person or by proxy and entitled to vote at the meeting, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes for an against any resolution, the resolution shall be deemed to have been defeated.

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

24.5.1 written notice of the revocation is received by the Phase One Sub-Association prior to the meeting concerned ; or

24.5.2 the Chairman of the meeting agrees to accept written or oral notice of such revocation at the meeting.

24.6 No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is cast and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

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

24.8 Read with clause 24.6, unless any Member present in person or by proxy at a General Meeting shall, before the closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the Chairman of the meeting as to the result of any voting at the meeting.

24.9 Any resolution which could be passed at a General Meeting (other than a Special Resolution or a resolution to remove a Trustee or an Auditor) may be passed without a meeting being held if one or more copies of the resolution are signed by or on behalf of all the Members entitled to vote.

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 DATE
23/11/2021

25. SPECIAL RESOLUTION

25.1 The requirements for the passing of a Special Resolution shall be as follows :

25.1.1 that 21 (twenty one) Clear Days' notice be sent out to all Members specifying the proposed Special Resolution, the terms and effect thereof, and the reasons therefor ; and

25.1.2 that the Special Resolution be carried at a General Meeting at which Members holding in aggregate not less than 25% (twenty five percent) of the total votes of all Members entitled to vote, are present in person or by proxy ; and

25.1.3 that the Special Resolution be passed by not less than 75% (seventy five percent) of the number of Members entitled to vote, who are present at the General Meeting in person or by proxy;

25.2 If less than 25% (twenty five percent) of the total votes of all the Members entitled to attend the meeting and to vote thereat, are present, or represented by proxy at a General Meeting called for the purpose of passing a Special Resolution, the meeting shall stand adjourned to a date not earlier than 14 (Fourteen) Clear Days and not later than 30 (Thirty) Clear Days after the date of the meeting and the provisions of Clause 22.3 shall apply in respect of such adjournment.

25.3 Notwithstanding anything to the contrary in this clause 25, during the Development Period, no Special Resolution shall be regarded as having been properly passed, unless the Developer or its proxy votes in favour of such Special Resolution.

STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.

[redacted]

DATE 23/11/2021

26. OTHER PROFESSIONAL OFFICERS, CONTRACTORS AND EMPLOYEES

Save as specifically provided otherwise in this Constitution, the Developer during the Development Period and thereafter the Trustees shall at all times have the right to engage on behalf of the Phase One Sub-Association, the services of accountants, auditors, attorneys, advocates, architects, engineers, property managers and any other professional person or firm and/or any other contractors and/or employees whatsoever, for any reasons considered necessary by the Developer during the Development Period and thereafter the Trustees and on such terms as the Developer during the Development Period and thereafter the Trustees shall decide, subject to any of the provisions of this Constitution, provided that any expenditure incurred in respect of the above, shall not exceed 5% (five percent) of the total annual Levy income for the year in question unless authorised by a Special Resolution.

27. ACCOUNTS OF THE PHASE ONE SUB-ASSOCIATION

27.1 The Trustees must cause proper books of account and records to be kept so as to fairly explain the transactions and financial position of the Phase One Sub-Association and must cause all books of account and records to be maintained for a period of 5 (five) years after completion of the transactions, acts or operations to which they relate.

27.2 The Trustees shall ensure that financial statements for the immediately preceding financial year of the Phase One Sub-Association are available for consideration at each Annual General Meeting.

27.3 The financial statements shall be drawn up in accordance with generally accepted accounting practice and shall be accompanied by such additional reports as may be necessary at the discretion of the Trustees.

27.4 Members shall be entitled to inspect and make copies of the books of account, records and financial statements of the Phase One Sub-Association on reasonable written notice to the Trustees and against payment of the reasonable charges relating thereto. Such inspection shall take place between the hours of 09:00 and 16:00 on a Business Day that is convenient to the Phase One Sub-Association.

27.5 Should the Trustees or the majority of the Members so require, the accounts of the Phase One Sub-Association shall be examined, and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors at least once a year.

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
DATE 23/11/20

28. SERVICE OF NOTICES

28.1 A notice shall be in writing and shall be given or served by the Phase One Sub-Association upon any Member, either personally or by electronic mail, properly addressed to the Member at the address of the Erf owned by such Member, or in the case of electronic mail, property addressed to the last electronic mail address appointed by such Member in writing in accordance with the provisions of clause 28.2.

28.2 No Member shall be entitled other than by e-mail, to have a notice served on such Member at any address not within the Republic of South Africa.

28.3 Any notice by electronic mail shall be deemed to have been served at the time when the electronic mail was forwarded, and in proving the giving of the notice by electronic mail, it shall be sufficient to prove that the electronic mail containing the notice was properly addressed and forwarded.

28.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

28.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Member shall be an adequate written notice or communication to him notwithstanding that it was not sent to or delivered at his chosen electronic mail address of his Erf.

29. INDEMNITY

29.1 All Trustees shall be indemnified out of the funds of the Phase One Sub-Association against any liabilities *bona fide* incurred by them in their respective said capacities and in the case of a Trustee, in his capacity as Chairperson, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person(s) by the Court.

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

29.3 A Trustee shall not be liable for the acts, receipts, neglects or defaults of the Auditors or of any of the other Trustees, whether in their capacities as Trustees or as Chairperson, or for any loss or expense sustained or incurred by the Phase One Sub-Association through the insufficiency or deficiency of title to any property acquired by the Trustees for or on behalf of the Phase One Sub-Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Phase One Sub- Association shall be invested, or for any loss or damage arising from the insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office(s) or in relation thereto, unless the same shall happen through lack of *bona fides* or breach of duty or breach of trust.

29.4 No Member shall have any claim of any nature whatsoever against the Phase One Sub-Association for any loss, damage or injury which such Member may directly or indirectly suffer (even if such loss, damage or injury is caused through the negligence of the Phase One Sub-Association, the Trustees or any of the Phase One Sub-Association's employees or appointees) by reason of any latent or patent defects within Phase 1 (a) and (b) (including the Phase One Common Property), or fire within Phase 1(a) and (b) , or theft within Phase 1 (a) and (b), or by reason of any Improvement or other structure within Phase 1 (a) and (b) being in a defective condition or state of disrepair or any particular repair not being effected by the Phase One Sub-Association timeously or at all, by any person whatsoever, for any purpose whatsoever, or arising from any other cause whatsoever, and each Member is advised to take the necessary steps to insure his or her interest.

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 [redacted] DATE 23/11/2026

30. DEFAMATION PRIVILEGE

Every Member of the Phase One Sub-Association and every Trustee shall be deemed by virtue of his membership of the Phase One Sub-Association or, as the case may be, his holding office as a Trustee, to have waived as against every other Member, the Chairman, every other Trustee, and everybody else engaged to perform the function or duty on behalf of or for the benefit of the Phase One Sub-Association or the Trustees, or any sub-committee, all claims and rights of action which such Member or Trustee might otherwise have had in laws arising as a result of any statement, report, complaint or notice of or concerning such Member, or Trustee, or any reference to such Member, or Trustee, made at any meeting of Trustees, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of this Constitution, being a statement, report, complaint, notice or reference defamatory to such Member, or Trustee, or otherwise injurious to the dignity, reputation, business or financial interest of such Member or Trustee, whether such statement be true or false.

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
DATE
23/11/2026

31. OWN RISK AND EXCLUSION OF LIABILITY

31.1 Any person using the Phase One Common Property, any amenities constructed thereon, or the Phase One Communal Services does so entirely at his own risk.

31.2 Neither the Phase One Sub-Association nor the Trustees nor their agents or assigns shall be responsible for or may be held liable for any loss, damages or injury, including consequential losses, suffered by or caused to any person or property anywhere on or about Phase 1 (a) and (b) or within the Development whether or not such loss, damage or injury is occasioned by any act or omission of the Phase One Sub-Association, the Trustees, their agents or assigns or anyone else for whose action they or any of them would be liable in law, by reason of *vis maior, casus fortuitus*, rain or other water, riots, strikes, theft or burglary or by reason of any defective building, construction or road or caused by any activity carried out on Phase One Common Property or anywhere else or about Phase 1 (a) and (b) or by any other cause of whatsoever nature and howsoever arising.

32. BREACH

32.1 Should any Member:

32.1.1 fail to pay on due date any amount due by that Member in terms of this Constitution or any rule made in terms hereof and remain in default for more than 7 (seven) days after being notified in writing to do so by the Trustees ; or

32.1.2 commit any other breach of the provisions of this Constitution or any rule made in terms of this Constitution and fail to commence remedying that breach within a period of 7 (seven) days after the receipt of written notice to that effect by the Trustees and

complete the remedying of such breach within a reasonable time,

then and in either such event, the Trustees shall be entitled on behalf of the Phase One Sub-Association, without prejudice to any other rights or remedies which the Trustees or the Phase One Sub-Association or any other Member may have in law, including the right to claim damages :

32.1.3 to institute legal proceedings on behalf of the Phase One Sub-Association against such Member for payment of such overdue amount or for performance of his obligations in terms of this Constitution or any rule made in terms of this Constitution, as the case may be ; or

32.1.4 in the case of clause 32.1.2, to remedy such breach and immediately recover the total costs incurred by the Trustee or the Phase One Sub-Association in so doing from such Member.

32.2 Should the Trustees institute any legal proceedings against any Member pursuant to a breach by that Member of this Constitution or any regulation, then without prejudice to any other rights which the Trustees or the Phase One Sub-Association or any other Member or may have in law, the Trustees shall be entitled to recover from such Member or all legal costs incurred by the Trustees or the Phase One Sub-Association, including attorney and client charges, which charges shall include collection commission (calculated at 10% per payment subject to a maximum amount of R1 000.00 plus VAT per payment and Counsel's fees (as charged by Counsel but subject to the Cape Bar Council's Fee Parameters).

32.3 Without prejudice to all or any of the rights granted to the Trustees Committee under this Constitution, should any Member fail to pay any amount due by that Member on due date, then such Member shall pay interest on the amount due at a rate determined by the Trustees from time to time but not exceeding the maximum annual rate permitted by law , from the due date of payment until the actual date of payment of such amount (both dates inclusive).

32.4 In the event of any breach of the provisions of this Constitution or the Governing Rules by any Tenant, Occupant or Invitee of a Member, such breach shall be deemed to have been committed by the Member himself, who shall be jointly and severally liable with such wrongdoer to and in favour of the Phase One Sub-Association. However, without prejudice to the aforegoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.

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 [redacted] DATE 23/11/2026

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 [redacted] DATE 23/11/2026

33 ARBITRATION

33.1 Should any dispute, question or difference out of or in regard to:

33.1.1 the interpretation of ;

33.1.2 the effect of ;

33.1.3 persons' or parties' respective rights or obligations under;

33.1.4 a breach of

this Constitution, such dispute, subject to the provisions of clause 33.7 shall be decided by arbitration in the manner set out in this clause 33.

33.2 In respect of any claim arising from non-payment of Levies or any other amount due by a Member to the Phase One Sub-Association in terms of this Constitution, the Phase One Sub-Association and Trustees shall continue to enjoy common law rights and shall not be required to proceed to arbitration. The Trustees will be entitled to elect, within their sole and absolute discretion, whether to refer the dispute to arbitration or whether to institute legal proceedings in any court of competent jurisdiction.

33.3 The arbitration shall :

33.3.1 be conducted in an informal summary manner on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures relating to pleadings or discovery or the strict rules of evidence ; and

33.3.2 commence as soon as reasonably possible after it is demanded and with a view to its being completed within 30 (thirty) days after it is demanded ; and

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

33.4 The arbitrator shall be a practicing counsel of not less than 10 (ten) years standing appointed by agreement between the parties to the arbitration within 7 (seven) days of being called upon to make such appointment and failing such agreement within the 7 (seven) day period, appointed by the Chair of the Cape Bar Council.

33.5 The arbitrator shall in giving his award have regard to the principles contained in this Constitution and he shall decide the matter as submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of law need not be observed or taken into account by him in arriving at his decision. The arbitrator's decision shall be presented within 10 (ten) days after the

completion of the arbitration in a written document and he shall state the reasons for his decision therein. The arbitrator may determine that the cost of the arbitration be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.

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

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

33.6.2 shall be carried into effect immediately ; and

33.6.3 may be made an order of any Court to whose jurisdiction the parties are subject.

STELLENBOSCH MUNICIPALITY
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED ON TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW.
MUNICIPAL MANAGER
DATE
23/11/2026

33.6 The decision by the arbitrator shall be final and binding on the parties thereto and shall not be subject to an appeal.

33.7 Notwithstanding anything to the contrary contained in this clause 33, the Association shall be entitled to institute legal proceedings by way of application, or action in any Court having jurisdiction for the purposes of recovering arrear Levies or any other monetary amount owing to the Association by a Member, or restraining or interdicting breaches of any of the provisions of this Constitution.

33.8 The Developer during the Development Period and thereafter the Association shall have the sole right to decide whether a dispute, question or difference is one that is to be determined utilising the dispute mechanism as set out in this Constitution or one that is to be determined utilising the dispute mechanism as set out in the Governing Rules.

34. AMENDMENTS TO CONSTITUTION

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

34.1.1 the CSOS, only insofar as may be applicable ; and

34.1.2 the Developer during the Development Period .

34.2 Subject to the provisions of 34.1, such addition, amendment, substitution or repeal shall require the passing of a Special Resolution adopted at a General Meeting, subject thereto that during the Development Period the Developer shall be entitled to add, amend, substitute, or repeal this Constitution in its sole and absolute discretion, subject only to the prior written consent of.

35. DISSOLUTION OF PHASE ONE SUB-ASSOCIATION

Upon dissolution of the Phase One Sub-Association for any reason whatsoever, the Phase One Sub-Association's remaining assets shall be distributed to a

person which is exempt from income tax under section 10(1)(e) of the Income Tax Act No. 58 of 1962.

ANNEXURES

"A" Diagram No. 2031/2000

"B" Site Development Plan

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

DATE 23/10/2026

ANNEXURE "A"

DIAGRAM NO. 2031/2000



ANNEXURE A

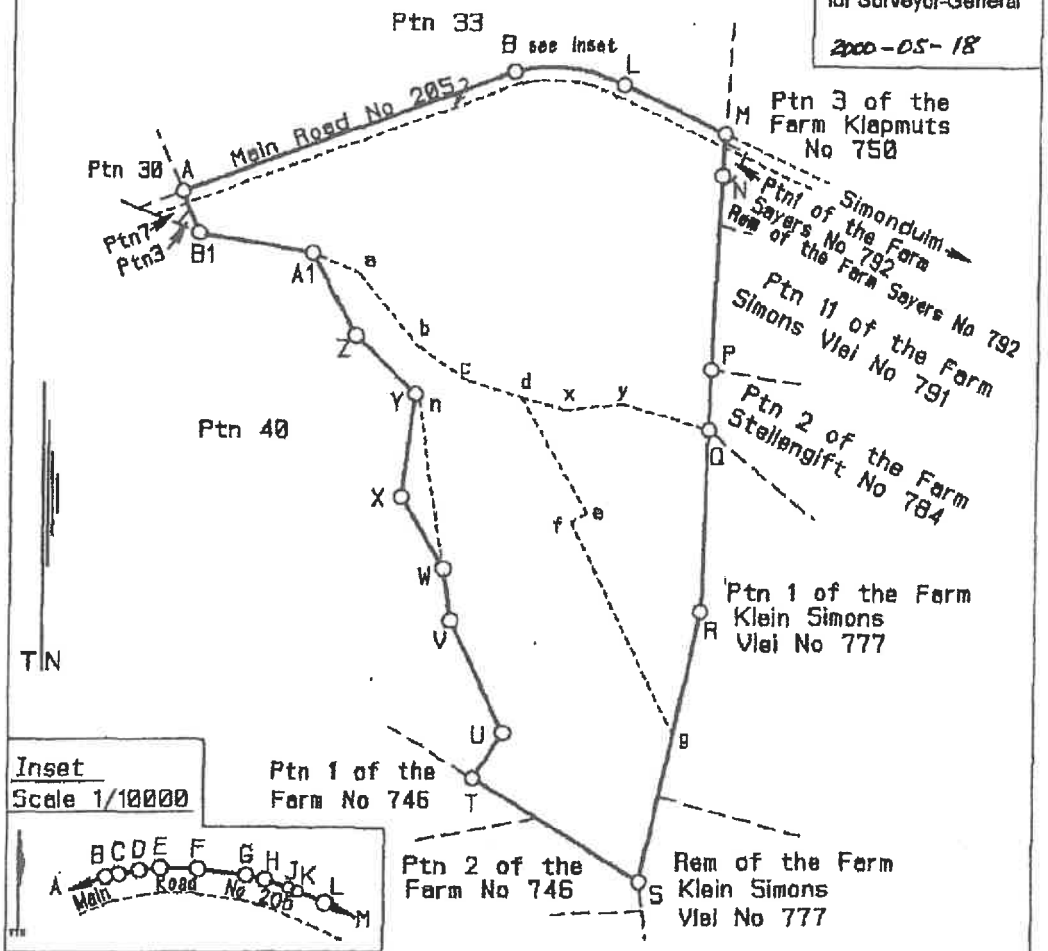
OFFICE COPY

DAVID HELLIG & ABRAHAMSE, LAND SURVEYORS

Components :

1) The figure A B C D E F G H J K L M N P Q R S T U V n Z A1 B1 represents the Remainder of Portion 37 of the Farm Bronkhorst No 748 vide dgm no 4834/1995 D/T 1995. .75068
2) The figure Y n W X represents Portion 38 (a ptn. of Portion 36) of the Farm Bronkhorst No 748 vide dgm no 2028/2000 D/T

S.G. No
2031/2000
Approved
B. Michaelis
for Surveyor-General
2000-05-18



Scale 1:20 000

The figure **A B C D E F G H J K L M N P Q R S T U V W X Y Z A1 B1**

represents **219,1567 hectares** of land being

Portion 41 of the Farm Bronkhorst No 748 and comprising 1) – 2) as enumerated above

situate in the

Administrative District of **Paarl** Province of the Western Cape

Compiled in **April 2000**

by me,

D S HELLIG
Land Surveyor
PLS 0256

This diagram is annexed to No. CCT 16976/2016 dated I.f.o. Registrar of Deeds	The original diagrams are as enumerated above	File No. Parl.748 S.R. No. Compiled Comp. BH-8BBC (3758) BH-8BDA (3764)

748/41

ANNEXURE "B"

SITE DEVELOPMENT PLAN

ANNEXURE B

PHASE 4
15 Hectares (approx)
PHASE 1
12 hectares
SITE PLAN
11-482
401