ANNEXURE A

HUGUENOT

PAARL

HUGUENOT ESTATE HOMEOWNERS' ASSOCIATION

CONSTITUTION

working draft - 24 October 2026

DRAKENSTEIN MUNICIPALITY

Approved in terms of Section 60(1) of the Drakenstein By-law on Municipal Land Use Planning, 2018. The approval may be subject to certain conditions as set out in the letter of approval.

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SENIOR MANAGER: LAND DEVELOPMENT MANAGEMENT

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PART 1 - FOUNDING PROVISIONS

1. ESTABLISHMENT, STATUS AND COMMENCEMENT

1.1 The Municipality granted final land-use approval for the subdivision and development of the Land on 20 May 2025, subject to the Approval Documents and Conditions of Approval.

1.2 The Conditions of Approval require an owners' association, transfer of the newly created private roads and open spaces to it before or simultaneously with the first transfer, and that the Private Combined Services be the joint and several responsibility of its Members, with this Constitution notarially linked to each separate title deed.

1.3 The Association is established on the Commencement Date as a statutory owners' association under section 29 of the Planning By-law. This Constitution takes effect on that date.

1.4 The Association is a juristic person with perpetual succession and may acquire rights, incur obligations, own property and sue or be sued in its own name. It is not incorporated under the Companies Act, 2008.

1.5 The Association is a non-profit association established to administer the Development for the collective benefit of its Members. No income or asset may be distributed to a Member except as payment of a bona fide debt owed by the Association.

1.6 The Association's funds and assets vest in the Association and are administered by the Trustees solely to pursue its objects.

1.7 For purposes of the income-tax exemption applicable to a qualifying levy membership association under section 10(1)(e)(i)(cc) of the Income Tax Act, 1962, the Association must:

1.7.1 use its funds solely for its objects;

1.7.2 invest surplus funds only with registered financial institutions;

1.7.3 not knowingly participate in a transaction or scheme whose sole or main purpose is to reduce, postpone or avoid any tax, duty or levy; and

1.7.4 on dissolution, transfer its remaining assets as provided in clause 34.

1.8 The Association must submit tax returns, financial statements and amendments to its founding provisions to the South African Revenue Service when required by law or by the terms of any tax exemption granted to it.

2. DEFINITIONS

In this Constitution, unless the context indicates otherwise:

2.1 **Alienate** means sell, exchange, donate, transfer or otherwise dispose of ownership of an Erf or any share in it, and **Alienation** has a corresponding meaning. A transaction transferring control of a company, close corporation or trust that owns an Erf is treated as an Alienation for purposes of this Constitution to the extent stated in clause 8.

2.2 **Annexures** means Annexure A (the SDP), Annexure B (the Estate Conduct Rules) and Annexure C (the Architectural and Landscaping Guideline), each as lawfully amended from time to time.

2.3 **Approval Documents** means the Municipality's final approval dated 20 May 2025 under references Collaborator 2123319 and 14/5/1 (17363), its approved annexures and incorporated departmental and SANRAL conditions; the Western Cape transport-infrastructure approval dated 18 August 2025 under reference 16/9/6/4-10/55; Subdivision of Agricultural Land Act consent 58654 dated 13 February 2026 under reference 2025 09 0031; the Heritage Western Cape record of decision dated 3 February 2011; and every lawful final amendment, replacement, fulfilment certificate or further approval affecting the Development. A provisional or suspended decision is included only after it becomes operative.

2.4 **Approved Plans** means the approved SDP by Jozef Smit Architects, Project 23010, Drawing CD-101, Revision F, plot date 31 January 2025; the subdivision and zoning plan by A Roux Town Planning, Plan 23018-002, Revision E, dated 10 February 2025; the street-name and numbering plan by A Roux Town Planning, Drawing 23018-003, Revision C, dated 12 November 2024; the Landscape Plan; and each lawfully approved replacement or amendment.

2.5 **Architectural and Landscaping Guideline** or **Guide** means the technical, design, construction and landscaping requirements applicable to the Development, including the administrative provisions in Annexure C.

2.6 **Association** means the Huguenot Estate Homeowners' Association.

2.7 **Business Day** means a day other than a Saturday, Sunday or public holiday in South Africa.

2.8 **Chairperson** means the chairperson of the Trustee Committee appointed under clause 12.

2.9 **Commencement Date** means the date on which the first Erf is registered in the name of a person other than the Developer.

2.10 **Common Areas** means the Erven comprising the private roads and private open spaces transferred or to be transferred to the Association, including retention or detention ponds and improvements situated on those Erven, the central refuse facility, security entrance and perimeter boundary structures.

2.11 **Completion Date** means the date on which the last dwelling forming part of the Developer's development programme is handed over to its Owner, or 5 (five) years after the Commencement Date, whichever happens first, unless the Developer notifies the Association in writing of an earlier date as the Completion Date, in which event the Completion Date shall be such earlier date.

2.12 **Conditions of Approval** means every operative condition in an Approval Document or Approved Plan that binds or regulates the Association, a Member, an Erf, Common Areas, Engineering Services or a successor in title, including a condition required to be registered or notarially linked.

2.13 **Constitution** means this Constitution and its Annexures, as lawfully amended.

2.14 **Developer** means Miksol (Proprietary) Limited, registration number 1957/001694/07, and a successor or permitted assignee to which its rights under this Constitution are validly ceded.

2.15 **Developer Trustee** means a Trustee appointed by the Developer during the Development Period.

2.16 **Development** means the residential development known as Huguenot Estate established on the Land in accordance with the Conditions of Approval and SDP, including any lawful extension or amendment.

2.17 **Development Period** means the period beginning when the Developer takes transfer of the Land and ending on the Completion Date or on an earlier date notified by the Developer to the Association in writing.

2.18 **ECO** means the environmental compliance or control officer appointed to monitor compliance with the EMP and applicable Conditions of Approval.

2.19 **Electronic Communication** means communication by email or another electronic means capable of being stored and reproduced.

2.20 **EMP** means the environmental management plan or programme approved by the competent authorities for the Development.

2.21 **Engineering Services** means the internal infrastructure serving the Development, including roads, stormwater facilities, water and sewerage infrastructure, electricity, gas and telecommunications infrastructure, streetlights, meters, refuse facilities and security infrastructure, but excluding a Municipal Service unless the context requires otherwise.

2.22 **Erf** means an individual residential erf in the Development and excludes Common Areas. **Erven** has the corresponding plural meaning.

2.23 **Estate Conduct Rules** or **Rules** means the rules governing occupation, use and day-to-day conduct in the Development, including Annexure B and lawful amendments or supplementary rules.

2.24 **Financial Year** means 1 July to 30 June, unless changed under clause 23.

2.25 **Improvements** means buildings, structures, landscaping works and other improvements on an Erf, including additions, alterations and changes to external finishes, materials or colours.

2.26 **Invitee** means a visitor, guest, employee, domestic worker, contractor, agent, service provider or other person who enters the Development through or with the authority of a Member or Occupier.

2.27 **Land** means Erf 17363 Paarl, Drakenstein Municipality, Paarl Division, Western Cape Province, measuring 4,9669 hectares.

2.28 **Landscape Plan** means the approved landscape plan prepared by Adele Turner Landscape Technologist and identified as Annexure S to the municipal approval, including a lawfully approved amendment.

2.29 **Levy** means a contribution lawfully imposed on a Member under this Constitution and includes an annual, interim or special levy where the context permits.

2.30 **Managing Agent** means a person appointed for reward to provide management or administrative services to the Association.

2.31 **Member** means the registered Owner of an Erf and includes the Developer for so long as it owns an Erf or another portion of the Development. Co-Owners together constitute one Member in respect of their Erf and are jointly and severally liable.

2.32 **Member Trustee** means a Trustee elected or appointed by the Members.

2.33 **Municipality** means Drakenstein Municipality and its lawful successors.

2.34 **Municipal Services** means Engineering Services owned, controlled or maintained by the Municipality.

2.35 **Occupier** means a person lawfully residing in or occupying a Property, whether as Owner, tenant or otherwise, but excludes a temporary Invitee unless the context indicates otherwise.

2.36 **Ordinary Resolution** means a resolution passed by more than 50% of the votes cast by Members entitled to vote and present or represented at a properly constituted general meeting, unless this Constitution requires a different threshold.

2.37 **Owner** means the registered owner of an Erf, including all co-Owners jointly where an Erf is registered in more than one name.

2.38 **Planning By-law** means the Drakenstein By-law on Municipal Land Use Planning, 2018, as amended or replaced.

2.39 **Private Combined Services** means the private combined water, sewer, stormwater, road, irrigation and other internal service systems referred to in condition 7.13 of the Civil Engineering Services memorandum dated 21 February 2025, including related joint accounts, infrastructure and components not taken over by the Municipality.

2.40 **Prime Rate** means the publicly quoted prime overdraft rate of the Association's bank from time to time, certified by a manager of that bank if disputed.

2.41 **Property** means an Erf and the Improvements and garden on it.

2.42 **Reserve Fund** means the fund established under clause 24.

2.43 **SDP** means the approved site development plan forming part of the Approved Plans and reproduced for convenience in Annexure A.

2.44 **Special Resolution** means a resolution passed under clause 18 by at least 75% of the votes cast by Members entitled to vote and present or represented at a properly constituted general meeting convened on the required notice.

2.45 **Trustee** means a member of the Trustee Committee, and **Trustee Committee** or **Trustees** means all Trustees collectively.

2.46 **Utilities Company** means a utilities management company established or appointed under clause 26.

2.47 **Writing** includes Electronic Communication unless a physical document or method of service is expressly required by law or this Constitution.

3. INTERPRETATION

3.1 Headings are for convenience and do not affect interpretation.

3.2 Words in the singular include the plural and vice versa; references to one gender include all genders; and a reference to a person includes a natural person, trust, partnership and juristic person.

3.3 **"Including"** and similar expressions do not limit the general words that precede them. **Must, shall** and **will**, when used to impose an obligation, have the same mandatory effect.

3.4 A reference to legislation includes its amendments, replacements and subordinate legislation. A reference to a clause or Annexure is to a clause of, or Annexure to, this Constitution.

3.5 When a period is expressed in days, the first day is excluded and the last day included. If the last day is not a Business Day, the period ends on the next Business Day. A month means a calendar month.

3.6 A definition does not create a substantive right or obligation unless the operative provisions of this Constitution do so.

3.7 Applicable law, an operative Approval Document, an Approved Plan and a registered title or notarial condition prevail over an inconsistent provision of this Constitution. Subject to those superior instruments, this Constitution prevails over the Guide and Rules; between the Annexures, the more specific consistent provision prevails.

3.8 If a provision is unlawful or unenforceable, it is severable to the extent necessary, and the remaining provisions continue in force.

3.9 No rule requiring a document to be interpreted against its drafter applies.

4. OBJECTS AND DUTIES OF THE ASSOCIATION

4.1 The Association exists to represent and advance the collective interests of the Members and to administer the Development in accordance with this Constitution, the Conditions of Approval and applicable law.

4.2 Without limiting clause 4.1, the Association must:

- 4.2.1 take transfer of, control, manage, maintain and insure the Common Areas and the Engineering Services for which it is responsible;
- 4.2.2 maintain the private roads, open spaces, security infrastructure, refuse facility, landscaping, irrigation, stormwater systems, meters, amenities and other assets under its control;
- 4.2.3 comply with and implement the Conditions of Approval, EMP, waste-management requirements and all operational and maintenance plans binding on it;
- 4.2.4 keep an indexed approval register containing the Approval Documents, Approved Plans, title and notarial conditions, fulfilment certificates, management plans and material correspondence, and make it reasonably accessible to Members and authorised officials;
- 4.2.5 manage the Guide and Rules, regulate building and landscaping activity, and protect the coherent residential character and appearance of the Development;
- 4.2.6 provide or procure services for Members and recover the related costs;
- 4.2.7 prepare budgets, establish appropriate funds and determine and collect Levies and charges;
- 4.2.8 keep the municipal account current, record meter readings, administer Member service accounts and comply with applicable municipal tariffs and restrictions;
- 4.2.9 ensure lawful access for the Municipality and service providers to Municipal Services and servitudes;
- 4.2.10 manage alien vegetation and environmental obligations affecting Common Areas in perpetuity where required by the Conditions of Approval;
- 4.2.11 collect or arrange for the collection of refuse from Properties and its placement at the central collection point in accordance with municipal requirements;
- 4.2.12 register and remain compliant with the Community Schemes Ombud Service and pay or recover its statutory levies; and
- 4.2.13 promote harmonious, safe and responsible use of Properties, Common Areas and amenities.

5. POWERS OF THE ASSOCIATION

5.1 The Association has every power reasonably necessary or incidental to perform its duties and pursue its objects, subject to matters reserved for Members or the Developer.

5.2 The Association may, acting through the Trustees:

5.2.1 employ, remunerate and dismiss employees and establish lawful employee benefits;

5.2.2 appoint and terminate a Managing Agent, estate manager, contractor, auditor and professional adviser;

5.2.3 contract with the Municipality, a Utilities Company and other service providers;

5.2.4 acquire, lease, maintain and dispose of movable property;

5.2.5 with an Ordinary Resolution, acquire or dispose of immovable property or grant a lease of Common Areas for less than ten years, subject to clause 25;

5.2.6 with a Special Resolution and any municipal or mortgagee consent required by law or title condition, sell, mortgage or otherwise alienate Common Areas or grant a lease for ten years or longer;

5.2.7 borrow money with an Ordinary Resolution and secure repayment against Association assets or Levies, provided that the Trustees may obtain emergency finance without prior Member approval to restore a failed water, sewerage, electricity, security or other critical system and must report it promptly to Members;

5.2.8 construct, repair, replace, improve and maintain Common Areas, Engineering Services and facilities;

5.2.9 make and enforce the Rules, Guide, policies and reasonable operational directives;

5.2.10 determine and collect Levies, service charges, deposits, fees, penalties, interest and costs lawfully due;

5.2.11 institute, defend, settle or refer legal, CSOS, mediation or arbitration proceedings; and

5.2.12 enter a Property on reasonable notice, or without notice in an emergency, for a purpose authorised by this Constitution.

PART 2 - MEMBERSHIP, PROPERTY AND OCCUPATION

6. MEMBERSHIP AND BINDING EFFECT

6.1 The Developer is a Member for so long as it owns any Erf or other portion of the Development.

6.2 Every person automatically becomes a Member when registered as Owner of an Erf and ceases to be a Member when that person no longer owns an Erf. Membership cannot be resigned from, separated from ownership or transferred independently of an Erf.

6.3 Co-Owners jointly exercise one set of membership rights for each Erf and are jointly and severally liable for every obligation relating to it. A Member owning more than one Erf has separate rights and obligations for each Erf.

6.4 As required by the Conditions of Approval, the Members are jointly and severally responsible for the administration, operation, maintenance, repair, renewal, replacement and funding of the Private Combined Services. As between Members, the Association allocates those costs through Levies and service charges under this Constitution, without prejudicing any right of the Municipality or another competent authority under an Approval Document or title condition.

6.5 The membership and service obligations in this Constitution must be notarially linked to each separate title deed, and every transfer must contain or remain subject to the title conditions required by the Municipality, SANRAL and the Approval Documents. The Association may not waive a registered or approval-required condition without the competent authority's written consent.

6.6 This Constitution, the Guide and Rules bind every Member and, through the Member, each Occupier and Invitee. A Member must provide the current governance documents to Occupiers, include an appropriate compliance clause in every lease or occupancy agreement and take reasonable steps to secure compliance.

6.7 A breach by an Occupier or Invitee is treated as a breach by the responsible Member without preventing the Association from proceeding directly against the person who committed it.

6.8 A company, close corporation, trust or other juristic Member may participate through a natural person authorised in writing by its governing body. The authority must be lodged with the Association and remains effective until withdrawn or replaced in writing.

7. DUTIES OF MEMBERS AND OCCUPIERS

7.1 Every Member and Occupier must comply with this Constitution, the Guide, the Rules, the Conditions of Approval and all applicable laws, title conditions and lawful directives issued to enforce them.

7.2 A Member must pay all amounts due to the Association and further its legitimate objects.

7.3 A Member must keep the Property, Improvements, garden, verge and any boundary structure for which the Member is responsible clean, neat, safe and in good repair, and must adequately insure the Improvements. Proof of insurance must be produced on reasonable request.

7.4 If Improvements are materially damaged or destroyed, the Member must make the site safe and repair or rebuild in accordance with approved plans, the Guide and municipal requirements within a reasonable period fixed by the Trustees.

7.5 No Member or Occupier may cause or permit a nuisance, unreasonable noise, danger, obstruction, unlawful activity or conduct that materially impairs another person's use and enjoyment of property or prejudices the residential character, safety or harmonious appearance of the Development.

7.6 A Member must allow the Association, Municipality and authorised service providers reasonable access to the Property for inspection, installation, reading, maintenance and repair of services or enforcement of an access right. Except in an emergency, reasonable notice must be given and disruption must be minimised.

7.7 No Improvement, tree, excavation or activity may obstruct a servitude, Engineering Service, stormwater route or lawful access. Overland stormwater routes must be kept clear.

7.8 No borehole may be sunk, used, connected to a potable-water system or shared without all approvals, registrations, licences and safeguards required by the Association, Municipality and national water law.

7.9 A Member is liable for damage caused to Common Areas or Engineering Services by that Member, an Occupier or Invitee and must reimburse the Association's reasonable repair and related costs.

8. ALIENATION AND TRANSFER

8.1 An Owner may not cause transfer of an Erf to be registered without the Association's prior written consent or clearance certificate. Consent may be signed by a Trustee, Managing Agent or other person authorised by Trustee resolution and may attract a reasonable administration fee.

8.2 The Association may withhold consent only while:

8.2.1 a Levy, Exit Levy, service charge, penalty, interest or other amount relating to the Property is unpaid or not secured to its reasonable satisfaction;

8.2.2 a material breach affecting the Property or proposed transfer remains unremedied after written notice and is reasonably capable of remedy before transfer;

8.2.3 required as-built, compliance or architectural documentation remains outstanding in circumstances where the Association is lawfully entitled to require it;

8.2.4 the proposed transferee has not acknowledged in writing that membership is automatic on transfer and that the Constitution, Guide and Rules will bind the transferee; or

8.2.5 the sale document omits a mandatory disclosure or provision reasonably prescribed for protection of the Association, provided that a substantially equivalent provision must be accepted.

8.3 Consent may not be unreasonably delayed or withheld for a matter unrelated to the Association's legitimate rights and obligations.

8.4 The Owner must ensure that the purchaser receives the current Constitution, Guide and Rules before transfer and that the sale agreement records the automatic membership requirement.

8.5 A transfer of shares, a member's interest, beneficial ownership or control in a juristic person that owns an Erf is deemed an Alienation between the parties for purposes of notice, the Exit Levy and compliance with the Developer's pre-emptive right but does not itself constitute a registrable transfer of the Erf.

8.6 The transferor remains liable for obligations accrued before transfer. The transferee becomes liable for Levies and charges arising from the date of transfer.

8.7 This clause does not restrict the Developer's first transfer of an Erf during the Development Period. The Developer or its nominee may sign the Association's consent for that transfer.

9. LETTING AND OCCUPATION

9.1 A Member may let or grant occupation of a Property only in accordance with this Constitution and the Rules and after providing the information and undertakings reasonably required by the Association. Approval may not be unreasonably withheld where the proposed occupation is lawful and compliant.

9.2 Every lease or occupancy agreement must be in writing, identify all intended Occupiers, require compliance with the Constitution, Guide and Rules and make the Occupier responsible to the Member for breaches.

9.3 The Member remains responsible to the Association for the conduct of every Occupier and Invitee, all damage caused by them and all penalties or costs lawfully imposed because of their conduct.

9.4 Short-term letting, guest-house activity, maximum occupancy, home businesses and related operational matters are governed by Annexure B.

10. PLANNING, BUILDING AND LANDSCAPING CONTROL

10.1 An Erf may be used only for the residential and ancillary purposes permitted by the applicable zoning and Conditions of Approval. Unless the Municipality and Association approve otherwise, only one dwelling and the outbuildings ordinarily incidental to it may be erected on an Erf.

10.2 A Member may not apply for or implement a rezoning, subdivision, consolidation, departure, consent use, removal or amendment of a Condition of Approval, or other planning change affecting an Erf without prior written consent from:

10.2.1 the Developer during the Development Period; and

10.2.2 the Association always.

10.3 Consent under clause 10.2 does not replace municipal approval and may be made subject to reasonable conditions protecting density, services, amenity, design and the Association's levy base.

10.4 If two or more Erven are consolidated, the Owner remains liable for the number of Levies and charges that applied immediately before consolidation unless a Special Resolution determines otherwise. This does not restrict the Developer's treatment of unsold Erven under clause 36.

10.5 No Improvement, exterior alteration, colour change, landscaping work or other work regulated by the Guide may begin before all approvals required by Annexure C and law have been obtained.

10.6 The approved development parameters, special building lines, road-authority restrictions, landscaping, water, energy, service and noise-mitigation requirements are administered under Annexure C and the Approved Plans. An Association approval may not authorise a departure from them.

10.7 The Developer is exempt from the Association approval process during the Development Period to the extent provided in Part 7 but remains subject to applicable law and the Conditions of Approval.

PART 3 - GOVERNANCE

11. COMPOSITION, APPOINTMENT AND TERM OF TRUSTEES

11.1 Until the first annual general meeting, the Trustees are the persons appointed by the Developer.

11.2 From the first annual general meeting until the end of the Development Period, the Trustee Committee comprises at least two Developer Trustees appointed by the Developer and at least two Member Trustees elected by the Members.

11.3 After the Development Period, the Trustee Committee comprises at least three Trustees elected by the Members. The Members may by Ordinary Resolution determine a higher number.

11.4 A Trustee must be a natural person but need not be a Member. Acceptance of office constitutes agreement to perform the duties imposed by this Constitution.

11.5 A Member Trustee holds office until the close of the next annual general meeting and may stand for re-election. A Developer Trustee holds office at the Developer's pleasure during the Development Period, and the Developer may remove or replace that Trustee at any time by written notice.

11.6 A nomination for election as Member Trustee must be in writing, include the nominee's written consent and a short statement of relevant experience, and be delivered at least ten days before the meeting. The chairperson of the meeting may accept a nomination from the floor with the nominee's consent.

11.7 The Trustees may appoint an eligible person to fill a vacancy until the next annual general meeting and may appoint an alternate for an absent or incapacitated Trustee. An alternate has the powers and duties of the appointing Trustee while acting and ceases to act when the appointment is revoked or the appointing Trustee leaves office.

12. VACATION OF OFFICE AND OFFICE-BEARERS

12.1 A Trustee vacates office on death, written resignation, removal by the person or body entitled to appoint that Trustee, or if the Trustee:

12.1.1 becomes an unrehabilitated insolvent or makes a general arrangement with creditors;

12.1.2 is declared legally incapable of managing personal affairs;

12.1.3 is convicted of an offence involving dishonesty;

12.1.4 is removed from an office of trust for misconduct;

12.1.5 is absent without leave from three consecutive Trustee meetings;

12.1.6 commits a material breach of fiduciary duty and is removed by Ordinary Resolution after a fair process; or

12.1.7 in the case of a Member Trustee, is in arrears to the Association for more than two months after written demand.

12.2 An act performed in good faith by a person acting as Trustee remains valid despite a later-discovered defect in that person's appointment or qualification.

12.3 During the Development Period, the Chairperson is a Developer Trustee nominated by the Developer.

12.4 After the Development Period, the Trustees must elect a Chairperson and, if desired, a vice-chairperson at their first meeting after each annual general meeting. They hold office until the next annual general meeting or until they cease to be Trustees.

12.5 If the Chairperson is absent or unable to act, the Trustees present elect an acting chairperson for that meeting, except that during the Development Period the Developer Trustees present nominate the acting chairperson.

12.6 The Chairperson presides at Trustee and general meetings and performs the functions assigned by this Constitution or the Trustees. The Chairperson may permit a guest or adviser to attend and address a meeting but not to vote.

12.7 Trustees serve without remuneration unless Members approve remuneration by Ordinary Resolution. They are entitled to reimbursement of reasonable expenses properly incurred in performing their duties.

13. POWERS, DUTIES, DELEGATION AND INDEMNITY OF TRUSTEES

13.1 Subject to this Constitution and powers reserved for Members or the Developer, the Trustees manage and control the Association's business, property and affairs and may exercise every power of the Association.

13.2 Each Trustee must act honestly, in good faith, with reasonable care and skill and in the best interests of the Association, while recognising the specific rights conferred on the Developer during the Development Period.

13.3 A Trustee who has a direct or indirect personal financial interest in a matter must disclose it, leave the discussion and not vote, unless the interest arises solely from being a Member or, for a Developer Trustee, solely from the Developer's disclosed rights under this Constitution. The declaration and treatment of the interest must be minuted.

13.4 The Trustees may investigate alleged non-compliance, enforce this Constitution, approve or reject applications, set reasonable standards and fees, engage employees and advisers, enter into contracts, administer services, collect amounts due and institute or defend proceedings.

13.5 The Trustees may delegate a power or duty in writing to a Trustee, committee, Managing Agent, estate manager, employee, professional or contractor, subject to stated conditions. The Trustees remain accountable and may amend or revoke the delegation.

13.6 A committee has only the powers delegated to it and must report to the Trustees. The Trustees determine its membership, terms of reference and procedures.

13.7 A contract or document binding the Association must be signed by two authorised persons unless a Trustee resolution authorises one person for a specified document or category. Electronic signatures may be used where legally valid and authorised.

13.8 The Association indemnifies a Trustee against a liability, cost or expense reasonably incurred in good-faith performance of authorised duties, but not against fraud, dishonesty, wilful misconduct, gross negligence, breach of fiduciary duty or a liability that may not lawfully be indemnified.

13.9 A Trustee is not personally liable for another Trustee's or agent's act, an investment loss, insolvency of a depository or other loss arising in administration unless caused by that Trustee's conduct excluded from the indemnity in clause 13.8.

14. TRUSTEE MEETINGS AND RESOLUTIONS

14.1 A Trustee may call a meeting on at least ten days' written notice stating the material business. A shorter period is permitted for urgency if all available Trustees receive reasonable notice.

14.2 A meeting may be held in person, electronically or as a hybrid meeting if all participating Trustees can communicate concurrently and participate reasonably effectively.

14.3 A quorum is a majority of the Trustees then in office, but never fewer than two. During the Development Period a Developer Trustee must form part of the quorum. If no quorum is present within 30 minutes, the meeting is adjourned for seven days; at the adjourned meeting two Trustees constitute a quorum, including a Developer Trustee during the Development Period.

14.4 Subject to the Developer's rights, a question is decided by a majority of votes cast. After the Development Period the Chairperson has a casting vote in addition to a deliberative vote. During the Development Period:

14.4.1 no decision is effective unless at least one Developer Trustee votes in favour; and

14.4.2 the Developer Trustees present collectively have one more vote than all Member Trustees present collectively.

14.5 A written resolution approved and signed, including electronically, by a majority of Trustees then in office is as valid as a meeting resolution if every Trustee received the proposed resolution and, during the Development Period, a Developer Trustee approved it.

14.6 The Trustees must keep minutes recording attendance, declarations of interest, material deliberations and resolutions. Minutes and written resolutions must be retained for the life of the Association.

15. MANAGING AGENT, ESTATE MANAGER AND PROFESSIONAL ADVISERS

15.1 During the Development Period the Developer may appoint and remove the Managing Agent on behalf of the Association. After that period the Trustees may do so on written terms they determine.

15.2 A Managing Agent agreement must define the mandate, fees, reporting, record ownership, termination rights, handover obligations, controls over Association money and fidelity cover required by law or reasonably required by the Trustees.

15.3 The Association may appoint an estate manager directly or through the Managing Agent to administer day-to-day operations under the Trustees' supervision.

15.4 The estate manager's functions may include maintenance, security and access control, environmental and landscaping management, contractor coordination, Member communication, service and budget administration, compliance monitoring and regular reporting to the Trustees.

15.5 The Trustees may appoint accountants, auditors, attorneys, advocates, architects, engineers, land surveyors, town planners and other advisers on reasonable terms. No adviser obtains a governance power unless expressly delegated in writing.

16. GENERAL MEETINGS

16.1 The Developer or a Developer Trustee must convene the first general meeting within six months after transfer of 50% of the Erven.

16.2 The first annual general meeting must be held within 12 months after the Commencement Date. Thereafter an annual general meeting must be held within four months after each Financial Year end.

16.3 An annual general meeting must consider, as applicable:

16.3.1 the minutes of the previous annual general meeting;

16.3.2 the Chairperson's and Trustees' reports;

16.3.3 the annual financial statements and auditor's report;

16.3.4 the Budget, Levies and reserve contribution;

16.3.5 the election of Member Trustees and announcement of Developer Trustees;

16.3.6 the appointment of the auditor after the Development Period;

16.3.7 directions or restrictions proposed for the Trustees; and

16.3.8 resolutions and other properly notified business.

16.4 The Trustees may call a special general meeting at any time. They must call one on a written request stating the proposed business and signed by Members holding at least 30% of the total votes. If they fail to issue notice within 30 days, the requesting Members may convene the meeting at the Association's reasonable cost.

16.5 During the Development Period a majority of Trustees may require a special general meeting and a Developer Trustee must approve the notice and proposed business.

16.6 At least 21 days' written notice must be given for an annual general meeting and at least 14 days for another general meeting. A Special Resolution requires at least 15 Business Days' notice. The notice must state the date, time, place or electronic platform, participation instructions and material business, and include the text, effect and reasons for a proposed Special Resolution.

16.7 A meeting may be called on shorter notice with written consent of Members holding at least 60% of total votes and, during the Development Period, the Developer.

16.8 An accidental omission or non-receipt of notice does not invalidate a meeting if the omission did not cause material prejudice and the Developer received notice during the Development Period.

16.9 A meeting may be physical, electronic or hybrid if participants can communicate concurrently and participate reasonably effectively. A Member bears personal access costs.

17. REPRESENTATION, QUORUM AND PROCEDURE AT GENERAL MEETINGS

17.1 A Member may attend and vote personally or through a proxy or authorised representative, who need not be a Member. The Developer may be represented by a Developer Trustee, proxy or authorised representative.

17.2 A proxy must be in writing, signed by the Member or authorised agent and valid only for the stated meeting and its adjournment. It must be lodged at least 24 hours before the meeting or accepted by the Chairperson before or during the meeting in the Chairperson's discretion.

17.3 A juristic Member's representative must produce a resolution or other written authority under which that person acts if reasonably requested.

17.4 A quorum consists of Members present or represented who hold at least 30% of total votes, provided that at least three Members are personally present. During the Development Period a Developer Trustee or authorised Developer representative must also be present.

17.5 If no quorum is present within 30 minutes:

17.5.1 a meeting requisitioned by Members is dissolved; and

17.5.2 another meeting is adjourned for seven days to the same time and place or platform, unless the notice states otherwise.

17.6 At an adjourned meeting, the Members present or represented constitute a quorum if at least three Members are personally present. During the Development Period a Developer representative is required at the first adjourned meeting but not at a second adjourned meeting convened because the Developer was absent.

17.7 The Chairperson presides. If absent for 15 minutes, the Members present elect a chairperson for the meeting, except that during the Development Period the Developer representative nominates the chairperson.

17.8 With the meeting's consent, the chairperson may adjourn proceedings. Only unfinished notified business may be conducted at the adjourned meeting. Fresh notice is required if the adjournment is for 30 days or more.

17.9 Subject to this Constitution, the chairperson regulates proceedings reasonably and fairly, rules on the validity of proxies and votes, and may require a poll where an accurate vote count is necessary.

18. VOTING AND RESOLUTIONS OF MEMBERS

18.1 Each Member has one vote for each Erf owned. Co-Owners jointly exercise one vote for their Erf.

18.2 During the Development Period the Developer has a number of votes equal to the total number of Erven that the Developer owns.

18.3 A Member may not vote or be elected as Member Trustee if, 72 hours before the meeting, the Member owes an amount equal to at least one and a half monthly Levies after having been notified in the meeting notice to remedy the default. This does not prevent the Member from attending and speaking.

18.4 A Member may not vote on a contract, claim or litigation in which that Member has a material personal interest distinct from the interests of Members generally.

18.5 An Ordinary Resolution is decided by a show of hands or electronic equivalent unless the chairperson directs, or a person entitled to vote demands, a poll. On a poll, votes are counted according to clauses 18.1 and 18.2.

18.6 A Special Resolution is valid only if:

18.6.1 the notice requirements in clause 16 were met;

18.6.2 the quorum in clause 17 is present; and

18.6.3 at least 75% of votes cast on the resolution support it.

18.7 A Special Resolution is required for:

18.7.1 amending this Constitution after the Development Period;

18.7.2 selling, mortgaging or otherwise alienating Common Areas, or granting a lease of them for ten years or longer;

18.7.3 disposing of all or a substantial part of the Association's assets;

18.7.4 ratifying an act materially beyond the Association's or Trustees' authority;

18.7.5 increasing the annual Levy by 60% or more compared with the previous year, excluding separately metered services and a Special Levy; and

18.7.6 winding up or dissolving the Association.

18.8 An Ordinary Resolution signed by Members holding more than 50% of all votes is valid as a written resolution if the text was sent to every Member. A Special Resolution may not be adopted in writing unless every Member entitled to vote consents in writing.

18.9 During the Development Period no Trustee decision or Member resolution regarding a Development Matter is effective unless the Developer's representative votes in favour, except where this Constitution expressly provides otherwise. "Development Matter" means a decision that:

18.9.1 Amends the Constitution, the Conduct Rules or the Design Guidelines.

18.9.2 Negatively affects the Developer's ability to market, sell and/or complete, the Development in accordance with the SDP and the Conditions of Approval, which includes construction access to the Development, building and using show houses, a sales office and signage.

18.9.3 Amends the basis on which Levies are apportioned to Erven owned by the Developer.

18.9.4 Changes the use of any Common Area, or contemplates to alienate or encumber any Common Area

18.10 A declaration by the chairperson of the result, supported by the meeting record, is prima facie proof of the result. An objection to voting procedure must be raised before the meeting closes unless the objector could not reasonably have known of the defect.

19. MINUTES, REGISTERS AND ACCESS TO RECORDS

19.1 The Trustees must ensure that accurate, non-verbatim minutes are prepared for every general meeting and circulated in draft within 21 days. Members have 21 days to submit comments. The minutes are approved at the next general meeting and signed by its chairperson.

19.2 The Association must keep permanently:

19.2.1 minutes and resolutions of Member and Trustee meetings;

19.2.2 the current Constitution, Guide and Rules and a record of every amendment and prior version;

19.2.3 a register of Members, Erven, contact details, voting rights, Trustees and authorised representatives; and

19.2.4 material title, municipal, service, insurance and governance records.

19.3 Accounting records must be kept for at least seven years and other administrative records for at least five years, or longer if required by law.

19.4 A Member may inspect and obtain copies of governance, meeting and financial records on reasonable written notice during business hours, subject to lawful confidentiality, privilege, POPIA and a reasonable copying or administration charge.

19.5 Personal information, privileged advice, employee records, security-sensitive information and records relating to active enforcement or litigation may be withheld or redacted to the extent lawfully justified.

PART 4 - FINANCIAL ADMINISTRATION

20. BUDGET, ANNUAL LEVIES AND SERVICE CHARGES

20.1 At least one month before each Financial Year, the Trustees must prepare an itemised Budget of anticipated income and expenditure, including operating costs, insurance, maintenance, capital expenditure, contingencies, the Reserve Fund contribution and any prior-year shortfall or surplus.

20.2 The Budget must be presented to the annual general meeting for consideration and approval, with or without amendment. If a Budget has not been approved when the Financial Year begins, the Trustees may continue to collect an interim Levy based on the previous year's Levy adjusted for contractual, municipal and inflationary increases until approval.

20.3 The Trustees determine the annual Levy required to fund the approved Budget and must notify Members of the monthly amount within 14 days after the relevant resolution.

20.4 Unless this Constitution expressly provides otherwise, the annual Levy is allocated equally to every Erf and is payable for each Erf owned. Co-Owners are jointly and severally liable.

20.5 The Developer's exemption for qualifying unsold Erven during the Development Period is governed by clause 36.

20.6 The Trustees may separately charge each Member for metered or allocated water, electricity, sewerage, gas, refuse, communications, recycling and other services supplied to the Property, together with lawful administration and infrastructure-recapitalization charges.

20.7 Municipal drinking water may not be charged above the Municipality's applicable approved tariffs and fees, excluding a separately identified lawful Association charge. The Association must comply with municipal water restrictions and its Water and Sanitation By-law obligations.

20.8 A Member is not entitled to a refund of a Levy lawfully imposed and paid merely because ownership ends during the Levy period or because the Member did not use a service or amenity.

21. PAYMENT, ARREARS AND RECOVERY

21.1 The annual Levy is payable in 12 equal monthly instalments in advance on or before the first day of each month. Service charges are payable on the date stated in the account. A Special Levy is payable as stated in the imposing resolution and notice.

21.2 An overdue amount bears interest from the due date at Prime Rate plus two percentage points, compounded monthly, or at a lower rate determined by the Trustees.

21.3 Payment is applied first to interest, then to legal and administration costs, then to the oldest outstanding Levy or charge, unless law requires otherwise.

21.4 If a monthly Levy remains unpaid for 30 days after written demand, the Trustees may declare the balance of the annual Levy immediately due. They may withdraw that acceleration on terms they consider reasonable.

21.5 The Association may recover every overdue amount through CSOS or a court of competent jurisdiction. The defaulting Member is liable for reasonable collection and tracing charges and legal costs on the attorney-and-client scale, to the extent awarded or lawfully recoverable.

21.6 A failed debit order or returned payment may attract the actual bank charge and a reasonable administration fee.

21.7 The Trustees may limit or suspend a non-essential service supplied by the Association for non-payment only if the service agreement and law permit it and after reasonable notice and procedural fairness. Electricity, water, access or another essential service may not be used as self-help to recover unrelated arrear Levies and may be restricted only under lawful authority, agreement or court or CSOS order.

21.8 Reconnection or reinstatement costs lawfully incurred may be charged to the Member.

22. EXIT LEVY AND SPECIAL LEVIES

22.1 On an Alienation, the transferor must pay the Association an Exit Levy equal to 0,5% of the gross selling price before transfer, unless the amount is secured to the Association's satisfaction.

22.2 For a donation, bequest or transaction without an arm's-length selling price, the Exit Levy is calculated on the average of three written market valuations obtained from independent estate agencies active in the area, unless the Association and transferor agree on another objectively supportable market value.

22.3 The Exit Levy does not apply to:

22.3.1 the Developer's or its affiliate's first transfer of an Erf;

22.3.2 a transfer by an Owner to a family trust of which that Owner is a beneficiary;

22.3.3 a transfer from a deceased estate to a family member of the deceased Owner; or

22.3.4 a transfer following divorce under which one of the existing spouses or co-Owners becomes sole Owner.

22.4 A deemed Alienation of control under clause 8.5 attracts the Exit Levy even though no deed of transfer is registered, and the Member must notify the Association within 14 days after implementation.

22.5 The Trustees may impose a Special Levy without prior Member approval for an expense that is necessary and was not reasonably included in the Budget, including failure of a critical service, urgent safety work or unforeseen repair of Common Areas or Engineering Services.

22.6 A Special Levy must be allocated on the same basis as the annual Levy unless the expense fairly relates only to identified Erven or users. The notice must state the purpose, amount, allocation and payment date, which must be at least 30 days after notice except in an emergency.

22.7 Special Levy money must be accounted for separately and used only for the stated purpose, subject to reallocation by Member resolution after that purpose has been fulfilled or has become impossible.

23. FINANCIAL YEAR, ACCOUNTS, STATEMENTS AND AUDIT

23.1 The Financial Year is 1 July to 30 June. It may be changed by Special Resolution, subject to tax and statutory requirements and appropriate transitional accounts and Levies.

23.2 The Trustees must keep accurate books and records of receipts, expenditure, assets, liabilities, Levies, service charges, Reserve Fund transactions and all other material financial affairs.

23.3 Annual financial statements must be prepared in accordance with an accounting framework appropriate to the Association and must fairly present its financial position and performance.

23.4 The annual financial statements must be audited each year by an appropriately registered auditor and presented with the audit report to the annual general meeting.

23.5 During the Development Period the Developer appoints the auditor. Thereafter the Members appoint the auditor by Ordinary Resolution at the annual general meeting. The Trustees may fill a casual vacancy, subject to ratification at the next annual general meeting.

23.6 The Trustees must prepare an annual report on the Association's affairs and make the annual financial statements, audit report, proposed Budget and other material AGM papers available to Members at least ten days before the meeting.

23.7 Financial records must be available for Member inspection under clause 19, subject to lawful confidentiality and POPIA.

24. RESERVE FUND, BANKING, INVESTMENT AND INSURANCE

24.1 The Trustees must prepare and periodically update a written maintenance, repair and replacement plan covering the Common Areas, Engineering Services and major capital items for at least the next ten years.

24.2 The Association must maintain a Reserve Fund in a separate account and make an annual contribution reasonably calculated by reference to the maintenance plan, asset condition, expected useful lives, insurance, available reserves and affordability. The proposed contribution forms part of the Budget.

24.3 Reserve Fund money may be used for planned maintenance, repair and replacement or urgent capital work authorised by Trustee resolution. Material departures from the plan must be reported to Members.

24.4 All Association money must be held in accounts in the Association's name at registered South African banks or financial institutions. Withdrawals and mandates must comply with Trustee resolutions and dual-authorisation controls determined by the Trustees.

24.5 Money not immediately required may be invested prudently in deposits, money-market instruments or similar low-risk products with registered financial institutions. Investment income belongs to the Association.

24.6 The Trustees must maintain insurance reasonably appropriate to the Association's risks, including replacement-value cover for insurable Common Areas, public liability, fidelity cover and, if reasonably available, trustee or office-bearer liability cover.

24.7 Replacement values and material insurance arrangements must be reviewed annually and reported to the annual general meeting. The Association must coordinate cover with a Utilities Company or other operator where their activities create or control a material risk.

PART 5 - COMMON AREAS, SERVICES AND COMPLIANCE

25. COMMON AREAS AND AMENITIES

25.1 The Developer must transfer the newly created registrable private roads, open spaces and other Common Areas to the Association before or simultaneously with registration of transfer of the first Erf, as required by the Conditions of Approval, and the Association must accept transfer. Unless the Conditions of Approval provide otherwise, risk, rates, taxes and maintenance responsibility pass on transfer.

25.2 The Association must control, maintain, repair and, where reasonably necessary, improve the Common Areas and amenities in a good and serviceable condition.

25.3 The Association must ensure that the permanent two-metre boundary wall required by SANRAL along the National Road N1 reserve is maintained in good order. A Member remains primarily responsible for a portion situated on that Member's Erf where the title condition or Approved Plans place responsibility on the Owner; after notice and default, the Association may perform the work and recover its reasonable cost. A portion for which the Association is responsible is a common expense.

25.4 During the Development Period and subject to law and the Conditions of Approval:

25.4.1 The Association must, at the Developer's request and cost, register such service and access servitudes over the Common Areas as are required by the Conditions of Approval, the SDP or a service provider to the Development and the Trustees may not unreasonably refuse to do so.

25.4.2 The Developer may, on behalf of and in the name of the Association, conclude agreements for refuse removal, fibre and telecommunication services and utilities and related services, on condition that such agreements may not be terminated by the Association before the 3rd (third) anniversary of the Completion Date, without the Developer's consent.

25.4.3 The Developer may erect and maintain signage for the marketing and sale of Erven on the Common Areas, free of charge, on condition that all such signage must be removed at the Developer's cost by no later than the Completion Date.

25.4.4 All income from the use of Common Areas in terms of this clause 25.4 shall accrue to the Association.

25.5 After the Development Period the Trustees may, with an Ordinary Resolution, lease a portion of the Common Areas for less than ten years, construct or remove an Improvement on it, or grant a servitude that does not materially dispose of the Association's ownership.

25.6 A sale, mortgage or other Alienation of Common Areas, or a lease for ten years or longer, requires a Special Resolution and all municipal, statutory and mortgagee approvals or consents required.

25.7 The Association must keep a register of material leases and servitudes affecting Common Areas and report them at the annual general meeting.

25.8 The Trustees regulate access to and use of Common Areas and amenities through the Rules and may close or restrict an area reasonably for safety, maintenance, security, capacity or compliance. Members' lawful access to their Erven may not be removed.

25.9 The Association may monitor Common Areas by CCTV, access-control systems and other security devices in accordance with POPIA and its security and privacy policies.

25.10 The Association may enter perimeter Erven to install and maintain boundary walls or fences, security ducts, communication equipment and related encroachments contemplated by the approved design or servitudes, after reasonable notice except in an emergency.

25.11 No direct access may be created to National Road N1. No structure or other thing may be erected, laid or established within ten metres of the boundary of the N1 road reserve without SANRAL's prior written approval, and no sign visible from National Road N1 or Provincial Road OP05257 may be erected without every approval required from the relevant road authority and Municipality.

26. ENGINEERING SERVICES, UTILITIES AND ACCESS RIGHTS

26.1 The Association must administer any joint service account and operate, maintain, repair, renew and replace the Private Combined Services and other Engineering Services for which it is responsible in accordance with the Conditions of Approval, approved operational infrastructure management plan and applicable maintenance manuals.

26.2 The Municipality, Eskom and every authorised service provider have uninterrupted access to the Development, Common Areas, servitudes and affected Properties when reasonably required to inspect, install, read, maintain, repair or replace Municipal Services or Engineering Services. In an emergency access may be immediate.

26.3 A Member must, without compensation and subject to law, permit service infrastructure reasonably required for the Development to cross or be installed on the Property in an approved servitude or position, including pipes, cables, ducts, channels, meters, kiosks, streetlights and substations.

26.4 Work under clause 26.3 must be carried out with reasonable care and disruption. The party responsible for the work must make good physical damage it causes, excluding disturbance inherent in the lawful exercise of a registered right.

26.5 No person may obstruct service infrastructure, a servitude or access route. No structure may be erected over sewerage infrastructure or an approved stormwater route without written approval from the service owner and Municipality.

26.6 The Developer may, by written notice to the Association given on or before the Completion Date, establish or appoint a Utilities Company to provide one or more utility services. If not exercised by then, the right lapses unless the Developer and Association later agree otherwise.

26.7 The Association may enter a written service agreement with the Utilities Company on behalf of Members. It must regulate services, tariffs and increases, metering, access, maintenance, service standards, insurance, complaints, interruption, termination and transfer to a successor provider. Members must accept and pay for services supplied under a binding agreement.

26.8 The Utilities Company may access Properties reasonably for its infrastructure, subject to notice except in an emergency. Disputes are dealt with under its agreement and clause 30.

26.9 If the Developer or its nominee establishes a central or distributed renewable-energy system, Members must permit approved equipment on Buildings and reasonable maintenance access under a separate agreement. Any registrable lease or servitude must be reasonable, approved where legally required and signed by the affected Owner; its registration and system-maintenance costs are borne by the system owner.

26.10 A Member may not remove, interfere with or add to a common or third-party utility or renewable-energy system without the system owner's and Association's prior written approval.

26.11 No person may resell or supply electricity through the private reticulation unless authorised by the Municipality and every other competent authority. A reseller must comply with applicable licensing and registration requirements, use approved sub-meters, apply lawful tariffs and conditions of sale, issue sufficiently detailed monthly accounts and provide an audited compliance report when lawfully required.

26.12 If a service provider ceases operating, the Association may appoint a successor or assume the service, subject to existing rights, law and Member interests.

27. MUNICIPAL, ENVIRONMENTAL AND CSOS OBLIGATIONS

27.1 The Association and Members must comply with the Conditions of Approval, applicable zoning scheme, municipal by-laws, EMP and all approved management, maintenance and service plans affecting the Development.

27.2 The Association must:

- 27.2.1 pay municipal accounts when due and record individual water-meter readings monthly;
- 27.2.2 maintain Association-controlled water meters and a fair procedure for testing disputed meters through a SANAS-accredited facility;
- 27.2.3 adjust an account in accordance with the applicable municipal by-law if an approved test establishes over-registration beyond the permitted tolerance;
- 27.2.4 ensure internal refuse collection and transfer to the central collection point in accordance with municipal requirements;
- 27.2.5 ensure that trees, Improvements and stored material do not obstruct Municipal Services or servitudes;
- 27.2.6 provide the Municipality with keys, codes and practical assistance reasonably needed for access; and
- 27.2.7 communicate planned municipal maintenance disruption to affected Members when reasonably possible.

27.3 A borehole must be registered with the Municipality and any other competent authority, and its use, interconnection or sharing must comply with municipal and national water requirements.

27.4 The Association must implement the approved alien-vegetation, waste-management, stormwater, water, sewer, electrical, road and other operational plans applicable to Common Areas, including perpetual duties imposed by the Conditions of Approval.

27.5 The central refuse facility must be maintained and operated in accordance with the approved waste-management requirements. Municipal refuse vehicles are not required to enter the Development; the Association must keep the collection point accessible on collection days and provide the Municipality with the key, code or other access required by the Approval Documents.

27.6 The Association must maintain the approved stormwater detention and pollution-control systems, keep their design capacity available, and implement the approved stormwater accommodation and rainwater-harvesting requirements. No Member has a claim against SANRAL merely because existing or future drainage, noise, air pollution or light pollution from National Road N1 affects the Development, subject to any non-excludable right in law.

27.7 The Association must retain the Heritage Western Cape record of decision and the underlying HIA in its approval register and must comply with the HIA's endorsed findings and recommendations to the extent that they remain binding on the Development.

27.8 The Association must appoint an ECO when required by the EMP or Conditions of Approval. The ECO may inspect, monitor and issue lawful compliance directives. The Association bears the ECO's cost but may allocate construction-related costs to the Members whose work reasonably occasioned them.

27.9 A Member responsible for an environmental contravention must reimburse a penalty, remediation cost or other amount lawfully incurred by the Association or Developer because of that contravention.

27.10 The Association must register with the Community Schemes Ombud Service, keep its registration current, submit required returns and governance documents, pay statutory levies and comply with lawful directives. It may recover the applicable CSOS levy from Members in the manner prescribed by law.

PART 6 - GOVERNANCE DOCUMENTS, ENFORCEMENT AND GENERAL PROVISIONS

28. ESTATE CONDUCT RULES AND ARCHITECTURAL AND LANDSCAPING GUIDELINE

28.1 Annexure B governs day-to-day use, occupation and conduct. Annexure C governs design, construction, alterations and landscaping, together with the separate technical standards adopted as part of the Guide.

28.2 During the Development Period the Developer may compile, amend, substitute or repeal the Rules and Guide in its discretion, subject to the Conditions of Approval, applicable law and any municipal approval or filing required. It must notify Members of a material amendment.

28.3 After the Development Period the Trustees may amend, substitute or repeal the Rules or Guide by Trustee resolution, subject to:

- 28.3.1 this Constitution, law and the Conditions of Approval;
- 28.3.2 any direction or restriction adopted by Members;
- 28.3.3 reasonable notice to Members and an opportunity to comment on a material change, unless urgent safety or legal compliance requires immediate operation; and
- 28.3.4 municipal or CSOS approval, filing or notification where required.

28.4 The Trustees may issue reasonable operational procedures, application forms, fee schedules and penalty schedules to implement the Rules and Guide but may not use them to amend a substantive right reserved for this Constitution.

28.5 Every current version and amendment must be dated, recorded, communicated to Members and made reasonably accessible. A required municipal or CSOS approval must be obtained before the amendment becomes effective.

29. BREACH, REMEDIAL ACTION AND PENALTIES

29.1 If a Member, Occupier or Invitee breaches this Constitution, the Guide, the Rules or a lawful directive, the Trustees may give the Member written notice describing the breach, the required remedy and a reasonable compliance period.

29.2 If the breach is not remedied in time, the Association may, to the extent lawfully permitted:

- 29.2.1 perform or procure remedial work and recover its reasonable cost from the Member;
- 29.2.2 suspend a non-essential privilege or use of an amenity connected with the breach;
- 29.2.3 impose a penalty under this clause and the published penalty schedule;
- 29.2.4 apply to CSOS or institute court, mediation or arbitration proceedings; and
- 29.2.5 seek an interdict, specific performance, damages or other appropriate relief.

29.3 The Association may enter a Property to perform remedial work only after reasonable notice and failure to remedy, unless urgent access is necessary to prevent danger, material damage, service failure or continuing unlawful conduct.

29.4 Before imposing a penalty, the Trustees must issue a warning unless the same contravention has previously been warned against or immediate enforcement is reasonably required. The penalty notice must state the contravention, evidence relied on, amount, reasons and objection procedure.

29.5 A Member may submit a motivated written objection within 30 days. If an objection is made, the penalty is not payable until the Trustees have reconsidered it after giving the Member a reasonable opportunity to present written or oral representations and relevant evidence.

29.6 The Trustees may confirm, reduce or withdraw the penalty and must give brief written reasons. A person dissatisfied with the outcome may apply to CSOS or pursue another remedy under clause 30.

29.7 The penalty schedule may distinguish first, repeated and continuing contraventions. A continuing contravention may attract an additional penalty for each day after the compliance period, but the total must remain reasonable and proportionate.

29.8 A final unpaid penalty, remedial cost or administration fee may be debited to the Member's account and recovered as an amount due, but it does not become a Levy merely by being placed on that account.

29.9 The Developer is not liable for an Association penalty during the Development Period but remains liable for obligations expressly imposed on it and for orders of a competent authority.

29.10 The Association may recover reasonable enforcement costs, including legal costs to the extent awarded or lawfully recoverable. Nothing prevents urgent proceedings without prior notice where notice would defeat the purpose of the relief.

30. DISPUTE RESOLUTION

30.1 A party to a dispute concerning this Constitution, the Rules, the Guide or administration of the Development must give the other materially affected parties written notice describing the dispute and requested outcome.

30.2 The parties must first attempt in good faith to resolve the dispute within seven Business Days through direct engagement or a meeting facilitated by the Trustees, unless urgent relief is required.

30.3 A dispute within the jurisdiction of the Community Schemes Ombud Service may be referred to CSOS in accordance with the Community Schemes Ombud Service Act. Nothing in this Constitution limits a statutory right to apply to CSOS.

30.4 If CSOS lacks jurisdiction, or if the parties agree not to use it, they may refer the dispute to mediation and thereafter arbitration under this clause.

30.5 A mediator is appointed by agreement or, failing agreement within seven Business Days, by the Chairperson of the Western Cape Provincial Council of the Legal Practice Council or its successor. The mediation is confidential and without prejudice.

30.6 If mediation fails within 15 Business Days after appointment, the dispute may be referred to a single arbitrator agreed by the parties or appointed by the same Legal Practice Council office. The arbitrator must have qualifications appropriate to the dispute.

30.7 The arbitration is held in Paarl or Cape Town, is conducted under the Arbitration Act, 1965, and must be dealt with as expeditiously as reasonably possible. The arbitrator determines procedure and costs and gives a reasoned written award.

30.8 The award is final and binding, subject to rights created by law, and may be made an order of a court with jurisdiction.

30.9 This clause does not require prior mediation or arbitration for collection of an undisputed amount, urgent interim relief, enforcement of a CSOS or court order, or another matter for which the law provides an exclusive procedure.

31. ADDRESSES AND NOTICES

31.1 During the Development Period the Developer's physical service address is 3rd Floor, Arcade House, 4 New Street, Paarl, or another South African physical address notified in writing.

31.2 The Association's physical service address is the Developer's address during the Development Period and thereafter the estate manager's or Managing Agent's office or another South African physical address determined by the Trustees and notified to Members.

31.3 A Member's physical address for notices is the street address of the Property unless another South African physical address is notified. The Member's electronic address is the latest email address supplied to the Association.

31.4 An Occupier's address is the Property occupied unless another address is recorded.

31.5 Legal process must be served in the manner required by law. Other notices may be delivered by hand, prepaid post or email and are deemed received:

31.5.1 on delivery, if delivered by hand;

31.5.2 on the fifth Business Day after posting, if correctly addressed and posted; or

31.5.3 on the first Business Day after transmission by email, unless the sender receives a failure notice.

31.6 A notice actually received is effective despite a delivery defect. A Member must keep contact details current and bears the risk of failing to do so.

31.7 A notice to the Association by email is received when acknowledged by an authorised representative, unless the Association's published communication policy provides a less restrictive rule for routine communications.

31.8 The Association may provide documents through a secure portal if it notifies the Member that the document is available and provides reasonable access. A Member without electronic access may request a hard copy at a reasonable copying charge.

32. PRIVACY, INTELLECTUAL PROPERTY, RISK AND MORTGAGEES

32.1 The Association and Developer may process personal information for lawful purposes connected with security, access, governance, services, contracts, legal compliance and legitimate administration, in accordance with POPIA and the current privacy policy. No person is deemed to consent where another lawful processing ground is required or more appropriate.

32.2 The Huguenot Estate name, logo, brand, approved plans, design materials, website and marketing material remain the property of the Developer or identified rights holder. The Association may use them only under the applicable licence. A Member may make reasonable personal, non-commercial reference to the Estate but may not represent affiliation, reproduce protected material commercially or use the logo without written consent.

32.3 The Association owns its administrative records and any governance material created for it, subject to pre-existing rights. Members may copy governance documents for personal, compliance, professional-advice and transfer purposes.

32.4 Use of Common Areas, amenities and services is fully at the user's own risk as permitted by law. The Association, Developer, Trustees, employees and contractors are not liable for loss or injury unless caused by conduct for which liability cannot lawfully be excluded, including fraud, wilful misconduct or gross negligence where applicable.

32.5 A Member indemnifies the Association against a third-party claim arising from that Member's, an Occupier's or Invitee's unlawful or negligent conduct, excluding loss caused by the Association's own conduct for which liability cannot lawfully be excluded.

32.6 During active development, Members and Occupiers acknowledge ordinary construction risks and must comply with barriers, access restrictions and safety instructions.

32.7 The Association must provide a registered mortgagee with information or notice required by a title condition, law or binding lender arrangement. No amendment materially prejudicing a registered mortgagee's registered right may be implemented without consent where that consent is legally required.

32.8 The Association does not waive a title condition merely because a mortgagee enforces its security, except to the extent a registered condition, law or written undertaking expressly provides otherwise.

32.9 A failure or delay to enforce a provision is not a waiver. A waiver must be in writing and applies only to the stated instance.

33. AMENDMENT AND RECORDING OF GOVERNANCE DOCUMENTS

33.1 After the Development Period this Constitution may be amended only by Special Resolution and with every municipal, statutory, CSOS or mortgagee approval required. An amendment takes effect on the latest date on which all required approvals or filings have occurred.

33.2 During the Development Period the Developer may amend this Constitution in its discretion, subject to the Conditions of Approval, law and municipal approval. Before submitting a material amendment, it must give Members 30 days to comment and must notify them of the final text and effective date.

33.3 A Member or the Trustees may propose an amendment in writing. The Trustees must place it on the agenda of the next appropriate general meeting if supported by at least 20 Members or if the Trustees consider it appropriate.

33.4 Amendment of the SDP, Guide and Rules is governed by clauses 35 and 28.

33.5 The Trustees must keep a dated consolidated version and all previous versions, lodge or file changes when required and notify Members within 14 days after an amendment becomes effective.

34. FAILURE OF THE ASSOCIATION, WINDING-UP AND DISSOLUTION

34.1 If the Association fails to function or perform obligations arising from the subdivision, the Municipality or another affected person may pursue a remedy available under the Planning By-law, including rectification, amendment of Conditions of Approval, disestablishment or appointment of an administrator by a competent court.

34.2 In considering disestablishment, arrangements must be made for the continued ownership, control, maintenance and funding of Common Areas and services and for the effect on Members and the community.

34.3 The Municipality or another person may recover expenditure lawfully incurred to rectify the Association's failure from the Association or Members to the extent permitted by law and the Conditions of Approval.

34.4 The Association may be wound up only by court order or Special Resolution and with the Municipality's prior written consent. The resolution must provide for continued access to Erven and transfer or continued management of Common Areas and services.

34.5 On winding-up, the Trustees or appointed liquidator must realise assets, settle liabilities and, subject to municipal approval, transfer Common Areas to the Municipality or an appropriate successor entity.

34.6 Any surplus remaining after liabilities and transfer costs must be transferred to an association of persons approved for exemption under section 10(1)(e)(i)(cc) of the Income Tax Act, 1962, or another entity permitted by SARS and law, and may not be distributed to Members.

34.7 Members are jointly liable, in the allocation determined by the liquidator or competent authority, for lawful costs of transferring Common Areas and upgrading services to a standard required by the Municipality where Association assets are insufficient.

PART 7 - DEVELOPER RIGHTS AND DEVELOPMENT PERIOD

35. DEVELOPMENT, PHASING, ACCESS AND SERVITUDES

35.1 During the Development Period the Developer may, in its discretion and subject to municipal and other legal approvals:

35.1.1 develop and market the Development in phases and determine the sequence, timing and method of development;

35.1.2 subdivide or consolidate unsold land, amend the SDP and alter the layout, zoning, size or boundaries of unsold Erven, roads, Common Areas and infrastructure;

35.1.3 incorporate additional land or amenities into the Development;

35.1.4 register, amend or cancel servitudes reasonably required for services, access, infrastructure or implementation of the Conditions of Approval;

35.1.5 construct Engineering Services, dwellings, facilities and amenities, including hospitality, recreational, sports, dam and renewable-energy facilities approved by the Municipality;

35.1.6 use unsold land or a dwelling as a show house, sales office, site office or marketing facility and erect lawful signage; and

35.1.7 exercise unrestricted reasonable access and egress over the Land and Common Areas for construction, services, security, sales and marketing.

35.2 A change to the subdivision or layout affecting the N1 interface requires SANRAL's prior written approval where required by the SANRAL approval. No right under this Part authorises direct N1 access, work in the ten-metre road-reserve setback, or advertising visible from the N1 without the required road-authority approval.

35.3 A change may not alter an Erf already sold or transferred inconsistently with its sale agreement or registered title without the affected Owner's consent or lawful authority.

35.4 Members and Occupiers must tolerate reasonable inconvenience inherent in lawful phased development and may not obstruct the Developer's approved work, access, marketing or applications. This does not prevent a person from exercising a non-waivable statutory right in good faith.

35.5 The Developer may enter a transferred Erf on at least 24 hours' notice where reasonably required for development work, inspection or connection of services, and without notice in an emergency or where normal building operations reasonably require immediate access. It must make good physical damage caused by that entry.

35.6 If Member consent is legally required solely to implement an approved amendment affecting Common Areas or unsold land, the Member must not unreasonably withhold it and must sign reasonable documents. This clause does not create an unrestricted power to sign away an affected Owner's registered rights.

35.7 The Developer may cede its rights under this Part to a single transferee of all or substantially all undeveloped land, by written notice to the Association. The cession does not release accrued Developer obligations unless the Association or law permits it.

35.8 The Developer may abandon a right under this Part by written notice without losing its ordinary rights as Member. Except where expressly stated to survive, the rights in this Part end with the Development Period.

35.9 If this Part conflicts with another provision during the Development Period, this Part prevails to the extent of the conflict.

36. DEVELOPER CONTROL OF THE ASSOCIATION DURING THE DEVELOPMENT PERIOD

36.1 Until the first annual general meeting, the Developer may exercise the powers and perform the duties of the Association and Trustees to establish and administer the Association, including opening and operating its bank account.

36.2 During the Development Period the Developer has the rights stated elsewhere in this Constitution, including to:

36.2.1 appoint and remove Developer Trustees, the Chairperson, Managing Agent and auditor;

36.2.2 approve Trustee and Member decisions and exercise the voting rights in clauses 14 and 18;

36.2.3 compile and amend the Constitution, SDP, Rules and Guide subject to their applicable approval and notice procedures;

36.2.4 accredit estate agents and regulate their access and marketing activity;

36.2.5 establish the Utilities Company and renewable-energy arrangements contemplated in clause 26; and

36.2.6 protect and license the Development's intellectual property.

36.3 Subject to clause 36.4 below, the Developer pays no annual or special Levy for an unimproved and unoccupied Erf owned by it during the Development Period. The exemption ends for an Erf when an occupation certificate is issued or it is occupied, whichever occurs first. Metered consumption and a charge caused specifically by the Developer remain payable unless agreed otherwise.

36.4 During the Development Period, should the approved expenditure of the Association exceed the aggregate amount of the Levies received by the Association, then the Developer shall pay to the Association, monthly or as the Trustees may require, the amount required to fund such shortfall. Payments by the Developer to the Association in terms of this clause shall be regarded as a verified Developer loan and shall be repaid as described in clause 38.4 below.

36.5 The Developer's rights under this clause prevail during the Development Period and end automatically when that period ends, except for an accrued right, payment obligation, intellectual property right, registered servitude, lease, service agreement or provision expressly stated to survive.

37. DEVELOPER'S PRE-EMPTIVE RIGHT AND ESTATE AGENTS

37.1 During the Development Period, a Member wishing to Alienate a Property must first offer it to the Developer in writing on the same material terms as the bona fide offer the Member proposes to accept. The Developer has 14 days after receipt to accept.

37.2 If the Developer does not accept or waives the right in writing, the Member may within a reasonable period sell on terms no more favourable to the purchaser. A materially more favourable term must first be re-offered to the Developer.

37.3 The Association may withhold transfer consent until the Developer confirms expiry, waiver or exercise of the pre-emptive right.

37.4 If the Member has no bona fide third-party offer when deciding to sell during the Development Period, the Member must first grant the Developer's nominated, PPRA-compliant estate agent a sole or joint sole mandate for 90 days on commission and terms agreed in writing. If no sale results, the Member may self-sell or appoint an accredited agent, subject to the continuing pre-emptive right.

37.5 After the Development Period the Trustees may regulate estate-agent accreditation, security, show-house conduct and access through the Rules, but may not compel a Member to use a particular agent unless authorised by this Constitution or a later lawful amendment.

37.6 The deemed Alienation in clause 8.5 is subject to this pre-emptive right during the Development Period, with necessary changes, to the extent the transaction is capable of being offered on equivalent terms.

38. COMMON-AREA COSTS, ACCOUNTABILITY AND HANDOVER

38.1 On transfer of Common Areas, the Association assumes their risk, rates, taxes, insurance and maintenance obligations, subject to the Conditions of Approval and this clause.

38.2 During the Development Period the Developer may fund reasonable Association operating and Common-Area costs as a loan where Association income is insufficient. A reimbursable amount must be supported by records, relate to the Association's obligations and exclude the Developer's own development costs.

38.3 The Developer must keep detailed records of money collected or paid for the Association and provide statements and supporting documents on reasonable request. The Association may have the account independently reviewed.

38.4 A verified Developer loan is repayable on the terms agreed in writing or, absent agreement, within a reasonable period after the Completion Date having regard to the Association's solvency and statutory obligations. Repayment has priority over discretionary expenditure but not employee, tax, municipal or other obligations that law requires to be paid first.

38.5 At or before the Completion Date the Developer must, to the extent applicable, hand over:

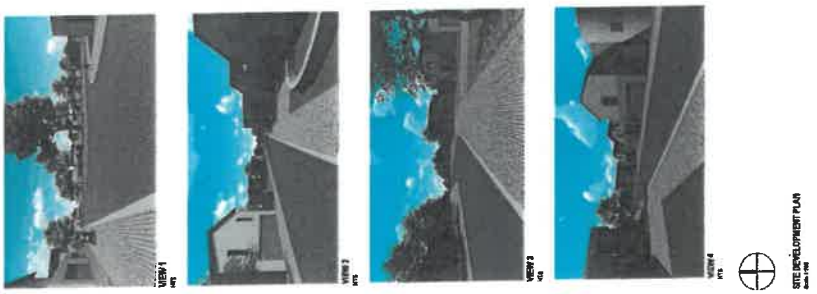
- 38.5.1 Association governance, accounting, Member, contract and service records;
- 38.5.2 operational and maintenance manuals for Engineering Services;
- 38.5.3 as-built plans, approvals, warranties, certificates, keys, codes and asset registers reasonably required for operation;
- 38.5.4 the complete approval register, including the HIA, TIA ITS 4676, services agreements, operational infrastructure management plan, Integrated Solid Waste Management Plan, stormwater accommodation plan, noise-impact documents, SANRAL correspondence and fulfilment confirmation, Surveyor-General plans, title conditions and notarial instruments;
- 38.5.5 an account of liabilities accrued before transfer of private infrastructure and amounts collected from Members;
- 38.5.6 details of development contributions and connections to municipal bulk services; and
- 38.5.7 a responsibility schedule for interim private services, future municipal connections and decommissioning of temporary treatment facilities.

38.6 The parties must record the handover, outstanding work, retained rights, Developer loan and agreed rectification items in a written handover statement.

ANNEXURE A - APPROVED SITE DEVELOPMENT PLAN

The SDP, Project 23010, Drawing CD-101, Revision F, plot date 31 January 2025, is reproduced below for convenience from the supplied approved-annexure pack. The signed Approval Documents and Approved Plans remain authoritative. A lawfully approved amendment replaces this reproduction from its effective date.







ANNEXURE B - ESTATE CONDUCT RULES

These Rules form part of the Constitution and must be read with it. A capitalised word has the meaning given in clause 2 unless the context indicates otherwise.

39. APPLICATION AND RESPONSIBILITY

39.1 The Rules apply to every Member, Occupier and Invitee and to all Properties, Common Areas, amenities, roads and facilities.

39.2 A Member must ensure that Occupiers and Invitees know and comply with the Rules and is responsible to the Association for their conduct.

39.3 An operational direction, posted sign or safety instruction issued consistently with the Constitution and these Rules must be obeyed.

39.4 Permission under a Rule may be made subject to reasonable conditions and may be withdrawn for breach after a fair process.

40. RESIDENTIAL USE, OCCUPATION AND HOME BUSINESSES

40.1 A Property may be used only as a private residence and for lawful ancillary purposes approved under the applicable zoning and Constitution.

40.2 No Property may be let or occupied for consideration for a period shorter than three consecutive months without prior written Trustee approval. A guest house, short-stay platform listing, time-sharing scheme or similar transient accommodation use is prohibited unless all planning approvals and the Trustees' written consent have been obtained.

40.3 No more than two persons per approved bedroom may reside at a Property unless the Trustees approve a temporary exception for good reason.

40.4 A home office or business requires prior written Trustee approval. The application must describe the activity, employees, hours, vehicles, parking, visitors, deliveries, signage, alterations and likely impact.

40.5 A home business must preserve the residential character and privacy of the Estate, be conducted by a resident, involve no more than two on-site employees unless approved, provide adequate on-site parking, create minimal traffic and deliveries, and not allow uncontrolled public access.

40.6 Unless the Trustees approve otherwise, customer-facing or employee-attended business activity is limited to 08:00-17:00 on weekdays and may not take place on public holidays.

40.7 No signage, advertising or exterior alteration connected with a home business may be installed without approval under the Guide and applicable law.

41. TENANTS AND OTHER OCCUPIERS

41.1 Before occupation, the Member must provide the Association with the Occupiers' names, contact information, vehicle details and other information reasonably required for security, services and lawful administration.

41.2 The Member must give every Occupier the current Constitution, Rules and Guide and lodge any compliance undertaking reasonably required by the Association.

41.3 An Occupier's access rights end when lawful occupation ends. The Member must notify the Association promptly and recover any access device or credential when reasonably possible.

41.4 A lease or occupancy arrangement does not reduce the Member's obligations to the Association.

42. SECURITY AND ACCESS CONTROL

42.1 Every person must comply with access-control, identification, visitor-registration, biometric, vehicle, delivery and emergency procedures lawfully adopted by the Trustees.

42.2 Access devices and credentials are personal and may not be duplicated, transferred or used to admit an unauthorised person.

42.3 A Member or Occupier must pre-authorise Invitees when required and remains responsible for their conduct. Security personnel may reasonably verify identity, destination and authority to enter.

42.4 No person may obstruct a gate, security officer, camera, barrier, perimeter system, emergency route or lawful inspection.

42.5 A suspected security incident, lost access device, perimeter breach or dangerous condition must be reported promptly.

42.6 Access control may not be used unlawfully to prevent a Member or lawful Occupier from reaching a Property. A restriction must relate to security, safety or a lawful order and comply with procedural fairness.

43. VEHICLES, ROADS AND PARKING

43.1 Drivers must obey the speed limit, road signs, boom instructions and traffic measures set by the Trustees. Speed cameras, checks, traffic-calming devices and reasonable penalties may be used consistently and lawfully.

43.2 Only roadworthy vehicles and properly licensed drivers may use the roads, except for authorised maintenance, mobility or recreational equipment used in designated areas.

43.3 Vehicles may not be driven dangerously, create excessive noise, leak fluids or damage roads, landscaping or property.

43.4 Parking is permitted only in a garage, driveway or designated parking area. No vehicle may obstruct a road, pavement, fire route, gate, service access, neighbouring driveway or landscaped area.

43.5 Caravans, trailers, boats, commercial vehicles, containers and inoperative vehicles must be stored out of public view or in an area approved by the Trustees.

43.6 The Trustees may remove or immobilise an unlawfully parked vehicle only under a lawful procedure and at the responsible person's risk and cost.

44. NOISE, NUISANCE AND CONDUCT

44.1 No person may create unreasonable noise, vibration, odour, smoke, glare, danger, harassment, obstruction or other nuisance.

44.2 Music, gatherings, tools, generators, pumps, vehicles and domestic activities must be managed so as not unreasonably to disturb others, particularly at night.

44.3 No unlawful, threatening, abusive or discriminatory conduct is permitted toward another resident, Invitee, Trustee, employee, contractor or security officer.

44.4 Fireworks, firearms, dangerous devices and open fires may be used only as permitted by law and any safety policy. A lawful firearm carried or stored by a licensed person is not prohibited merely by this Rule.

44.5 A Member must respond reasonably to a verified complaint and take practical steps to prevent repetition.

45. PETS AND ANIMALS

45.1 A pet or other animal may be kept only in compliance with municipal law and any species, number, registration or approval requirements published by the Trustees.

45.2 An animal must be controlled, may not roam or create a nuisance, danger or persistent noise, and must be leashed in Common Areas unless in a designated off-leash area.

45.3 The responsible person must remove animal waste immediately from Common Areas and prevent damage to landscaping and property.

45.4 An animal enclosure, kennel or related structure must comply with the Guide, be screened from public view and not cause a nuisance.

45.5 After notice and a fair opportunity to respond, the Trustees may require reasonable control measures or removal of an animal that repeatedly causes danger, nuisance or material rule breaches.

46. COMMON AREAS, AMENITIES AND RECREATIONAL FACILITIES

46.1 Common Areas and amenities may be used only for their intended purpose, during published hours and subject to booking, capacity, age, safety and guest rules.

46.2 No person may damage, remove, alter or monopolise Association property, landscaping, furniture, signs, equipment or facilities.

46.3 Children and persons needing supervision must be appropriately supervised. Use remains subject to the risk provisions in the Constitution.

46.4 Private events, commercial activity, coaching, organised sport, braais, amplified music, structures or exclusive use require prior approval where indicated by the Trustees.

46.5 No person may enter a closed, planted, construction, service, retention-pond or environmentally sensitive area contrary to a sign or direction.

46.6 The general public has no right of access, but Members and Occupiers may admit reasonable Invitees under access and amenity rules.

47. REFUSE, RECYCLING AND LITTER

47.1 Waste must be reduced, separated, stored, recycled and disposed of in accordance with the Association's Waste Management Plan and municipal requirements.

47.2 Refuse must be securely contained in approved receptacles and presented at the time and place notified for collection. Receptacles may not obstruct pedestrians, roads or service access.

47.3 Collection takes place through the central refuse yard or loading bay because municipal refuse vehicles are not required to enter the Development. Access must remain unobstructed and the area may not be locked on collection days contrary to operational requirements.

47.4 Garden waste, rubble, hazardous material, e-waste, oils, chemicals and bulky items may be disposed of only through an approved facility or service.

47.5 Littering, dumping, burning waste and allowing refuse to create odour, vermin or an unsightly condition are prohibited.

47.6 A Member must remove waste generated by building work, moving, deliveries or garden services and reimburse clean-up costs caused by an Occupier or Invitee.

48. APPEARANCE, MAINTENANCE AND SIGNAGE

48.1 A Property, verge, garden, driveway, boundary structure and visible Improvement must be kept clean, neat, safe and in good repair.

48.2 No exterior colour, material, fitting, enclosure, screen, shed, animal structure, awning, antenna, satellite dish, air-conditioning unit, generator, tank, sign or similar item may be installed or changed except in accordance with the Guide.

48.3 Laundry, refuse receptacles, tools, equipment, stored material and service areas visible from roads or Common Areas must be reasonably screened.

48.4 No perimeter wall or fence installed by the Developer or Association may be painted, altered, attached to or decorated without written approval.

48.5 Builder, contractor, estate-agent, sale, letting and event signage is permitted only in the approved form and location and for the approved period. External road-authority and municipal approvals remain required.

48.6 No advertisement or sign visible from National Road N1 is permitted unless SANRAL and every other competent authority have given the required prior written approval.

48.7 If a Member fails to remedy material disrepair or an unsightly condition within the period stated in a notice, the Association may act under the enforcement clause and recover reasonable costs.

49. LANDSCAPING, WATER, LIGHTING AND ENVIRONMENT

49.1 Gardens, verges and Common Areas must be established and maintained in accordance with the Landscape Plan and Guide. A material deviation requires prior Association and, where required, municipal approval. Invasive species are prohibited and water-wise planting is required where consistent with the approved palette.

49.2 No person may damage Common-Area trees, vegetation, irrigation or environmental features, or plant a tree or install a structure that obstructs sight lines, pedestrian movement, a service or servitude.

49.3 Irrigation and water use must comply with municipal restrictions. Leaks must be repaired promptly.

49.4 Overland stormwater routes, channels and attenuation areas must remain clear. Stormwater may not be unlawfully diverted onto another Property or Common Area.

49.5 The Estate follows a low-light-pollution approach. Exterior and garden lighting must be approved where required, directed downward, limited in intensity and arranged to avoid glare or unreasonable disturbance.

49.6 A borehole, wellpoint, water tank or alternative-water connection requires all approvals stated in the Constitution and Guide.

50. BUILDING WORK AND CONTRACTORS

50.1 No building, alteration, addition, exterior maintenance project or landscaping work regulated by the Guide may start before all Association, Developer and municipal approvals, fees and deposits have been dealt with.

50.2 Contractors and workers must be registered or approved where required, comply with access and safety procedures, work only during published hours, keep the site secure and tidy, implement the applicable approved dust and noise controls, and use designated delivery and parking arrangements.

50.3 The Member is responsible for the contractor, site safety obligations resting on the Member, damage, rubble removal and compliance with approved plans.

50.4 A builder's board may be displayed only in the form and for the period allowed by the Guide.

50.5 The Architect, Design Review Committee, Trustees, ECO and authorised officials may inspect work. A lawful stop-work direction must be obeyed until the stated non-compliance is resolved.

50.6 Common Areas and neighbouring Properties may not be used for storage, mixing, excavation, access or worker facilities without written permission.

51. ESTATE AGENTS, SHOW HOUSES, MOVING AND DELIVERIES

51.1 An estate agent operating in the Development must hold a valid fidelity fund certificate, comply with the accreditation and security process and observe show-house, signage, visitor and access requirements.

51.2 During the Development Period, sales are also subject to the Developer's rights in clause 37.

51.3 A self-sale or private letting does not exempt the Member from transfer, occupancy, security and disclosure requirements.

51.4 Show houses, viewings, auctions and marketing events require prior notice and must be conducted at approved times without traffic obstruction or unreasonable disturbance.

51.5 Furniture removals, large deliveries, cranes and abnormal vehicles must be booked where required and use approved routes and times. The Member is responsible for resulting damage and clean-up.

52. COMMUNICATIONS, BRAND AND SOCIAL MEDIA

52.1 No person may speak on behalf of the Association or Developer, use an official email account or create an apparently official social-media page without authority.

52.2 The Estate name and logo may not be used commercially, placed on signage or incorporated into a business identity without the rights holder's written consent.

52.3 Residents may express opinions and share personal photographs or authorised public material, but must comply with law, privacy, security and intellectual-property rights and may not publish access codes, security vulnerabilities or another person's personal information without lawful justification.

52.4 Complaints and security reports should use the designated private channels so that they can be investigated and resolved.

53. COMPLIANCE AND ENFORCEMENT

53.1 A breach of these Rules is dealt with under clause 29 of the Constitution and the current penalty schedule.

53.2 An employee, estate manager or security officer may issue an operational warning or incident report, but only the Trustees or a duly delegated decision-maker may impose a penalty.

53.3 A permission, booking or non-essential amenity privilege may be suspended only where the breach relates to it and after the process required by the Constitution, except for immediate safety action.

53.4 The Rules do not authorise unlawful entry, disconnection, deprivation of access to a Property or any other form of self-help.

ANNEXURE C - ARCHITECTURAL AND LANDSCAPING GUIDELINE - ADMINISTRATIVE PROVISIONS

The separate technical design, materials, colour, construction and landscaping standards approved by the Developer or Association from time to time form part of this Annexure. The provisions below govern their administration and apply unless the technical Guide contains a more specific consistent procedure.

54. ARCHITECT AND DESIGN REVIEW COMMITTEE

54.1 During the Development Period the Developer appoints the controlling Architect. Thereafter the Trustees appoint a suitably qualified registered architect and may establish a Design Review Committee with appropriate architectural, planning, engineering or landscape expertise.

54.2 The Architect and Design Review Committee advise and act within the powers delegated by the Developer or Trustees. Their functions include plan scrutiny, design guidance, inspections, compliance monitoring, reporting and recommendations to update the Guide.

54.3 The Developer or Trustees may replace the Architect or reconstitute the Design Review Committee and determine written terms of reference, fees and procedures.

55. WORK REQUIRING APPROVAL

55.1 Prior written approval is required before any new building, addition, alteration or exterior work begins, including a change to a facade, roof, external material or colour, patio enclosure, wall, fence, pool, deck, shed, tank, solar or energy equipment, generator, antenna, satellite dish, air-conditioning equipment, exterior lighting, signage, hard landscaping or other visible Improvement.

55.2 Routine like-for-like maintenance that does not change design, material or colour may be exempted in a published procedure.

55.3 Association approval does not replace municipal or other statutory approval. No plan may be submitted to the Municipality before the required Association or Developer endorsement, and a municipal-required change affecting the approved design must be resubmitted.

55.4 Unless and until a later departure becomes final and operative, the final municipal approval permits a 1,0 m street-boundary building line, a 1,0 m common-boundary building line, garages opening toward a street at 1,0 m from the street boundary and 1,5 m from the common boundary, and maximum coverage of 70%, subject always to the Approved Plans and any more restrictive title or site-specific condition.

55.5 Erven 44901 and 44902 are subject to a 5,0 m building line measured from the Bergvliet Manor boundary, which must remain recorded and enforced as a restrictive title condition.

55.6 No direct access to National Road N1 may be created. No structure or other thing may be erected, laid or established within ten metres of the boundary of the N1 road reserve without SANRAL's prior written approval. Detailed plans for the permanent two-metre boundary wall and any alteration to it require all approvals imposed by the Approval Documents.

56. SUBMISSION AND DECISION PROCESS

56.1 An application must be made in the prescribed form and include plans prepared by an appropriately registered professional, specifications, colours, materials, landscaping information, service details, evidence of every required road, service, environmental and heritage approval, and other information reasonably required for proper review.

56.2 An application for a photo-voltaic system must be submitted to the Municipality's Manager: Electro-Technical Engineering Services Division (Planning and Customer Services Section) before the related building-plan submission, in addition to the approvals required by this Annexure.

56.3 A building-plan application for a dwelling on the southern boundary near National Road N1 must include the noise-impact assessment required by the municipal Environmental Management memorandum, prepared in accordance with the stated SANS 10328 requirement, and must demonstrate indoor noise levels consistent with residential use.

56.4 The applicant must pay the published scrutiny fee and any reasonable specialist cost stated before review. Fees are set in a separate schedule and may be revised; monetary amounts are not fixed by the Constitution.

56.5 The Architect or Design Review Committee must assess compliance with the Guide, approved aesthetic, services, neighbouring impact, zoning and Conditions of Approval and may approve, approve with conditions or refuse the application.

56.6 A refusal or material condition must be accompanied by brief written reasons. The Member may request reconsideration by the Trustees, whose reasoned decision is final internally but remains subject to CSOS, court or other rights under law.

56.7 No approval creates liability for design, engineering, construction quality, municipal compliance or contractor performance. Those remain the Member's and appointed professionals' responsibility.

57. BUILDING DEPOSIT, FEES AND DAMAGE

57.1 Before work begins, the Member must pay the building deposit and site or administration fees in the current schedule. The Developer is exempt during the Development Period.

57.2 The Association may apply the deposit to repair Common-Area or service damage, remove rubble, clean the site, obtain missing compliance work or rectify another default after written notice and a reasonable opportunity to act, except in an emergency.

57.3 If the deposit is insufficient, the shortfall is recoverable from the Member. If no amount is due after completion and final inspection, the balance must be refunded within a reasonable period. Interest belongs to the Association unless law or the published terms require otherwise.

58. CONTRACTORS AND CONSTRUCTION CONTROL

58.1 Work must be carried out by an appropriately qualified and, where required, registered contractor approved or accredited under the published process. Approval may not be withheld unreasonably if equivalent competence, insurance and compliance are demonstrated.

58.2 The Member and contractor must comply with the approved plans, EMP, health and safety law, Conditions of Approval, site rules, access procedures and instructions of the Architect, ECO and authorised officials.

58.3 Electrical design, installation and alteration must be undertaken by appropriately registered persons in accordance with SANS 10142, occupational health and safety law and municipal by-laws. Only one service-cable connection is permitted per Erf; electrical infrastructure must remain unobstructed and accessible for maintenance; and required certificates must be delivered to the Municipality and Association.

58.4 The Architect, Design Review Committee, Trustees and authorised officials may inspect reasonable stages of work. A material deviation or unsafe or unlawful condition may result in a stop-work direction until rectified.

58.5 The Developer and Association are not responsible for a contractor's act or omission merely because the contractor was approved or permitted access. The Member remains responsible for the contractor and indemnifies the Developer and Association against related third-party claims, excluding their own non-excludable liability.

59. COMMENCEMENT, COMPLETION AND OCCUPATION

59.1 An Owner of a vacant Erf must commence approved Improvements within 24 months after taking possession and complete them within 36 months after registration of transfer, unless the Developer or Trustees grant a written extension for good reason.

59.2 An addition or alteration after initial completion must ordinarily be completed within six months after commencement unless a different period is approved.

59.3 A Member may not occupy a new or materially altered dwelling before all occupation certificates and other approvals required by law have been issued and the Association has received the completion documents reasonably required by the Guide.

59.4 Delay may attract the additional Levy or penalty stated in the published schedule after notice and a fair process. Any Developer repurchase or forced-sale right must arise from a separate binding sale or title condition and is not created merely by this Annexure.

60. LANDSCAPING

60.1 A site landscaping plan consistent with the Landscape Plan must be approved before initial landscaping or a material change begins. It must show plant species, irrigation, hard landscaping, drainage, lighting and other features required by the Guide.

60.2 Landscaping must be completed within the approved period, maintained in good condition and kept consistent with the Landscape Plan and approved site plan. A material deviation requires prior approval.

60.3 If landscaping is not maintained after notice, the Association may perform reasonable work and recover its cost under clause 29.

60.4 No planting may obstruct a servitude, service, sight line, pavement, stormwater route or access right. Invasive vegetation and species prohibited by the Guide or law may be removed at the Member's cost.

61. LIGHTING, ENERGY AND EXTERNAL SYSTEMS

61.1 The Estate's low-light-pollution approach applies to all exterior lighting. Fixtures, output, colour temperature, direction, controls and operating hours must comply with the technical Guide and avoid spill and glare.

61.2 Solar panels, batteries, inverters, generators, heat pumps, tanks, air-conditioning equipment, antennas and satellite systems must be located, screened, installed and maintained as required by the technical Guide and applicable certificates.

61.3 Each dwelling must incorporate the water-saving and energy-saving measures required by the Conditions of Approval, including low-flow fittings, dual-flush toilets, water-wise landscaping and, where technically and lawfully approved, rainwater harvesting and grey-water reuse. Roof-water storage must be designed to the approved civil-engineering requirement of 0,02 cubic metres per square metre of roof area unless a later approved design requirement applies.

61.4 A Member may not interfere with common or third-party utility and renewable-energy systems and must provide access required under clause 26.

62. DEVELOPER WORK

62.1 During the Development Period the Developer may construct and alter Improvements, Common Areas, landscaping, show facilities and infrastructure without the Association's approval or payment of its fees and deposits, but remains subject to municipal approval, the Conditions of Approval and obligations expressly imposed by this Constitution.

62.2 The Developer may amend the technical Guide during the Development Period under clause 28 to facilitate coherent development, new technology, municipal requirements and market-responsive design.