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Reference: 15/4/1 (15219)P
Date: 14 July 2025

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Dear Me. Scott ,

APPLICATION FOR THE AMENDMENT OF THE PAARL VALLEIJ LIFESTYLE ESTATE AND FARM HOMEOWNERS' ASSOCIATION ON SUBDIVIDED PORTIONS OF ERF 15219 PAARL

1. Approval was granted for the establishment of an owner's association for the *Paarl Valleij Lifestyle Estate and Farm* on 23 May 2024.
2. The amended Clauses 11.3 (page 18) and 27.17 (page 45) as contained in the amended constitution dated 11 December 2024, has no bearing on Section 29 (3) of the Drakenstein Bylaw on Municipal Land Use Planning, 2018, and is thus endorsed for record purposes only.
3. Please find attached "Paarl Valleij Lifestyle Estate and Farm Homeowners Association Constitution" version 11 December 2024, for your attention.

Regards,

H. G. Strijdom (Pr. Pln A/1058/1998)
Manager: Land Development Management



PAARL VALLEIJ

LIFESTYLE ESTATE & FARM

CONSTITUTION

PAARL VALLEIJ LIFESTYLE ESTATE HOMEOWNERS' ASSOCIATION

As amended according to the special resolutions passed at the Special General Meeting
held on 11 December 2024

DRAKENSTEIN MUNICIPALITY

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

Ref: 15/4/1(15219) P

Date: 14 July 2025

A handwritten signature in black ink, appearing to be 'J. J. J. J.', is written over a dotted line.

MANAGER: LAND DEVELOPMENT MANAGEMENT

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1. PRELIMINARY SDP OF THE DEVELOPMENT
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CONSTITUTION OF THE PAARL VALLEIJ LIFESTYLE ESTATE HOMEOWNERS' ASSOCIATION

1 DEFINITIONS

1.1 In this Constitution and unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

1.1.1 **"Alien Vegetation Management Plans"** means –

1.1.1.1 the Paarl Valleij Development Riparian Zone Invasive Tree Management Plan dated October 2019 and prepared in accordance with the National Environmental Management Diversity Act No 10 of 2004 and the Invasive Species Regulations (October 2019); and

1.1.1.2 the Paarl Valleij Housing Development Berg River Riparian Zone Management and Re-vegetation Plan dated September 2018 and prepared by Messrs Belcher and Grobler of Blue Science

1.1.2 **"Alienate"** means in relation to any Erf or Unit, the transfer of any rights in respect thereof and, without derogating from the generality of the foregoing, includes to alienate by way of sale, exchange, donation, deed, intestate succession, will, cession, assignment, court order, insolvency or liquidation, irrespective of whether such alienation is subject to a suspensive or resolute condition and **"Alienation"** shall have a corresponding meaning;

1.1.3 **"Architect"** means the controlling architect Stephen Whitehead SACAP Reg No 5885 or his successor in title or such Architects as appointed from time to time as such by the Developer during the Development Period and thereafter by the Association;

- 1.1.4 **“Association”** or **“HOA”** means the Paarl Valleij Lifestyle Estate Homeowners’ Association which is bound by the provisions of this Constitution;
- 1.1.5 **“Auditors”** means the Auditors of the Association;
- 1.1.6 **“Body Corporate”** means a body corporate of any Sectional Title Scheme falling within the Development;
- 1.1.7 **“Business Day”** means any day other than a Saturday, Sunday or South African public holiday;
- 1.1.8 **“By-Law”** means the Local Authority’s By-Law on Municipal Land Use Planning, 2018 (as amended);
- 1.1.9 **“Chairperson”** means the chairperson of the Trustees appointed in terms of this Constitution from time to time;
- 1.1.10 **“Commencement Date”** means the first registration of transfer of an Erf from the Developer to a purchaser;
- 1.1.11 **“Common Property”** means –
- 1.1.11.1 in the case of an Erf on which a Sectional Title Scheme is developed, common property as defined in the Sectional Titles Act, which is not subject to an exclusive right of use by a member in terms of that Sectional Title Scheme;
- 1.1.11.2 the land registered in the name of the Association, including, but not limited to, Private Spaces; and
- 1.1.11.3 any portion of the Development which is not subject to an exclusive right in favour of a Member;
- 1.1.12 **“Constitution”** means this constitution which governs the Association, including all annexures hereto, as may be amended from time to time in accordance with its terms;

- 1.1.13 **“Contractor”** means a building contractor approved by the Developer during the Development Period, and thereafter by the Association in terms of this Constitution in terms of criteria determined by the Developer or the Association, as the case may be, and employed by a Registered Owner of an Erf or Unit for the construction of Improvements;
- 1.1.14 **“Developer”** means Paarl Valleij Developments (Pty) Ltd, registration number 2015/393635/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa (**“PVD”**) and any juristic persons who are related or interrelated persons of PVD, any subsidiaries of PVD and any holding company of PVD, as defined in sections 2 and 3 of the Companies Act No. 71 of 2008 and any entity in which such subsidiary of PVD holds a shareholding interest of 50% (fifty percent) or more or such entities’ successor in title with reference to the entity’s rights and obligations as Developer;
- 1.1.15 **“Developer Trustee”** means a trustee appointed by the Developer;
- 1.1.16 **“Development”** means Erf 42557 and Erf 42558 Paarl, situated in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province and measuring approximately 53,0051HA in extent in total, as indicated on **Appendices 1, 2 and 3** hereto, which property is to be subdivided into a residential development to be known as Paarl Valleij Lifestyle Estate in accordance with approval obtained from the Local Authority, generally in accordance with the preliminary Site Development Plan attached as **Appendix 1** hereto and the Site Development Plan for Phase 1 of the Development attached as **Appendix 2** hereto, and includes all/any extension(s) of the township as contemplated herein;
- 1.1.17 **“Development Period”** means the period commencing on the Commencement Date and enduring until all the Erven have been transferred from the Developer; alternatively, on the date on which the Developer notifies the Association in writing that it terminates the Development Period;
- 1.1.18 **“Distressed Sale”** means –

- 1.1.18.1 a distressed sale or a sale in execution where a bank or financial institution as mortgage bond holder in respect of an Erf or Unit legally attaches and sells such Erf or Unit due to failure of the relevant Registered Owner to fulfil its obligations towards such mortgage bond holder;
- 1.1.18.2 a sale where a bank or financial institution as mortgage bond holder in respect of an Erf or Unit assists a Registered Owner with the sale of such Erf or Unit in accordance with the requirements of the relevant mortgage bond holder's formal programmes to assist distressed customers to sell their immovable properties in instances of failure of the relevant Registered Owner to fulfil its obligations towards the relevant mortgage bond holder; and/or
- 1.1.18.3 where a bank or financial institution as mortgage bond holder in respect of an Erf or Unit legally attached an Erf or Unit due to failure of the relevant Registered Owner to fulfil its obligations towards the said mortgage bond holder and took transfer of the said Erf or Unit and thereafter sold such Erf or Unit;
- 1.1.19 **"Estate Agent"** means an Estate Agent approved and listed by the Developer during the Development Period and thereafter by the Association in terms of this Constitution in terms of a criteria determined by the Developer during the Development Period and thereafter by the Association and contracted by an Owner of an Erf for the letting and/or reselling of his Erf or Erven;
- 1.1.20 **"Estate Rules"** means such estate rules as are made and amended from time to time by the Association and/or the Trustees in terms of the provisions hereof;
- 1.1.21 **"Financial Year"** means the financial year of the Association, as determined by the Trustees;
- 1.1.22 **"Erf"** means every Erf that was created as a result of the subdivision of the land comprising the Development and **"Erven"** means the plural of Erf;

- 1.1.23 **“Guide”** means the design guidelines annexed as **Appendix 4** hereto and which have been prepared for and are applicable to the Development, including all/any amendments made thereto from time to time;
- 1.1.24 **“HDSRP Act”** means the Housing Development Schemes for Retired Persons Act No. 65 of 1988 (as amended);
- 1.1.25 **“Housing Interest”** means the right of an occupant in a Retirement Village Scheme to exclusive use and occupation of a unit in such Retirement Village Scheme, as contemplated in the HDSRP Act;
- 1.1.26 **“Improvements”** means any structure of whatever nature constructed or erected or to be constructed or erected on an Erf;
- 1.1.27 **“Levy”** means the levy referred to in clause 27 hereof;
- 1.1.28 **“Local Authority”** means the relevant local authority having jurisdiction over the Development which, at date of approval of the Development, is the Drakenstein Municipality;
- 1.1.29 **“Managing Agent”** means any person or body appointed by the Developer during the Development Period and the Association thereafter as an independent contractor to undertake any of the functions of the Association
- 1.1.30 **“Member”** means –
- 1.1.30.1 the Developer in its capacity as such during the Development Period;
- 1.1.30.2 all Registered Owners of any Erf and all Registered Owners of a subdivision of an Erf; and
- 1.1.30.3 in respect of any Erf on which is established a Sectional Title Scheme, the Body Corporate and the Registered Owners of any Units,

it being recorded that if a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations in terms of this Constitution;

- 1.1.31 **"Member Trustee"** means a trustee appointed by the Members;
- 1.1.32 **"NERSA"** means the National Energy Regulator of South Africa established in terms of Section 3 of the National Energy Regulator Act No 40 of 2004 (as amended);
- 1.1.33 **"Ombud"** means the ombud appointed in terms of the Community Schemes Ombud Service Act No. 9 of 2011 (as amended);
- 1.1.34 **"Ordinary Resolution"** means a resolution passed at an annual general meeting or any other general meeting of the Association by an ordinary majority of the total votes represented at such meeting by members present in person or by proxy;
- 1.1.35 **"Phasing Plan"** means the phasing plan in respect of the Development as approved by the Local Authority and annexed as **Appendix 3** hereto;
- 1.1.36 **"Prime Rate"** means a rate of interest per annum which is equal to the Developer's commercial bank's published minimum lending rate of interest per annum, compounded monthly in arrears, charged by the said bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time (and in the case of a dispute as to the rate so payable, the rate shall be certified by any manager or assistant manager of any branch of the said bank, whose decision shall be final and binding);
- 1.1.37 **"Private Spaces"** means all Erven on the Development which are identified as private roads, private open spaces, lakes, waterways and pathways;
- 1.1.38 **"Record Date"** means the date referred to in clause 35.4 below on which date the identity of the Members will be determined;
- 1.1.39 **"Registered Owner"** means the registered owner of an Erf or Unit or a share thereof who is, in terms of the Deeds Registries Act No 47 of 1937, as amended, reflected in the records of the Deeds Registry concerned as a registered owner or joint owner of the Erf or Unit;

- 1.1.40 **"Resident"** means any person lawfully occupying an Erf or Unit which shall include but not be limited to –
- 1.1.40.1 a Tenant; and /or
- 1.1.40.2 an occupant of the Retirement Village Scheme, i.e. a party who holds a Housing Interest in respect of a unit in a Retirement Village Scheme, including third parties to whom such occupant has granted the right to occupy his/her unit in the Retirement Village Scheme; and / or
- 1.1.40.3 guests and employees of a Registered Owner or Tenant, as the case may be, and persons who reside with a Registered Owner or Tenant, as the case may be; and / or
- 1.1.40.4 an occupant of a Retirement Village Scheme; and
- 1.1.40.5 an occupant of a guesthouse in the Development.
- 1.1.41 **"Retirement Village Scheme"** means any retirement village scheme established on the Development in accordance with the HDSRP Act;
- 1.1.42 **"Sectional Titles Act"** means the Sectional Titles Act No 95 of 1986, as amended;
- 1.1.43 **"Sectional Titles Scheme"** means any scheme established in terms of the Provisions of the Sectional Titles Act;
- 1.1.44 **"Special Resolution"** means a resolution passed at an annual general meeting or any other general meeting of the Association by a special majority, i.e. 75% (seventy five percent) of the total votes represented at such meeting by members present in person or by proxy;
- 1.1.45 **"Tenant"** means a person leasing an Erf or a Unit from the Registered Owner thereof;
- 1.1.46 **"Town Planning Scheme"** means an operative town planning scheme applicable to the Development from time to time;

- 1.1.47 **“Trustee”** means the Developer Trustees and the Member Trustees of the Association, collectively from time to time and includes alternate and co-opted Trustees;
- 1.1.48 **“Unit”** means a unit as that term is defined in the Sectional Titles Act;
- 1.2 The clause headings are for convenience and shall be disregarded in construing this Constitution.
- 1.3 Unless the context clearly indicates a contrary intention:
- 1.3.1 the singular shall include the plural and vice versa;
- 1.3.2 a reference to any one gender shall include the other genders; and
- 1.3.3 a reference to natural persons includes legal persons and vice versa.
- 1.4 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- 1.5 When any number of days is prescribed in this Constitution, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.6 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 1.7 If any provision of this Constitution is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Constitution.
- 1.8 If any provision in a definition in this Constitution is a substantive provision conferring rights or imposing obligations on any of the Members then,

notwithstanding that it is only in the definition clause of this Constitution, effect shall be given to it as if it were a substantive provision in the body of this Constitution.

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

2 RECORDAL

- 2.1 The Local Authority when approving the application for subdivision to allow the Development, imposed a condition in terms of section 29 of the By-Law whereby the Owner of each subdivided portion of the immovable property comprising the Development and all successors in title shall be members of a homeowners association in respect of the Development.
- 2.2 Erf 42557 in the Development will be subdivided and developed for residential purposes whereas Erf 42558 in the Development will remain zoned for agricultural purposes.
- 2.3 The Developer is desirous of establishing the Association for regulating and controlling harmonious development of the Development and for the promotion, advancement and protection of the communal interests of all owners and occupiers of the Development.

3 COMMENCEMENT DATE

The Association, as contemplated in terms of section 29 of the By-Law, will come into existence on the Commencement Date, i.e. simultaneously with the first registration of transfer of an Erf from the Developer to a Registered Owner.

4 STATUS

- 4.1 The Association shall:
- 4.1.1 have legal personality and be capable of suing and being sued in its own name; and

4.1.2 not operate for profit but for the benefit of the Members.

4.2 No Member in his personal capacity shall have any right, title or interest to or in the funds or assets of the Association which shall vest in and be controlled by the Trustees in their collective capacities as such.

5 OBJECTIVES

5.1 The Association shall have as its objectives:

5.1.1 to ensure compliance with the conditions for subdivision imposed by the Local Authority when approving the Development and, more specifically –

5.1.1.1 to oversee, maintain and control the Development;

5.1.1.2 ensure the general high standard of the Development;

5.1.1.3 generally to carry on, promote, advance and protect the communal interest of the Members, and in particular in so promoting such communal interests to provide, promote and maintain essential and community services, amenities and activities within the Development;

5.1.1.4 to manage the collective interest common to all its Members, which includes expenditure applicable to the Common Property and the collection of levies for which Members are liable; and

5.1.1.5 to manage and implement the Alien Vegetation Management Plans required by the Local Authority in respect of the Development in perpetuity for all open space areas on the Development, including the areas below the 1:100 flood line on Erf 42558 forming part of the Development, as indicated on **Appendix 1** hereto, which areas are to be developed at the cost of the Developer and submitted to the Environmental Division of the Local Authority for approval prior to first transfer of an Erf or Unit in phase 3 of the Development as indicated on the Phasing Plan from the Developer to a third party.

5.1.2 the regulation and control of harmonious development of the Development;

- 5.1.3 to implement and maintain security measures and systems for controlled access to the Estate;
- 5.1.4 to incorporate any adjoining property/ies into and within the ambit of the Association and to incorporate owners of any such adjoining property/ies and any subdivisions thereof as Members of the Association.
- 5.1.5 to promote a high standard of Improvements on the Development;
- 5.1.6 to administer and enforce the Guide;
- 5.1.7 to ensure the maintenance, upkeep, upgrading and installation, where required, of the Association's infrastructure, the common services serving the Development, such as, but not limited to, the sewerage and drinking water reticulation and storm water systems, security fences, and Private Spaces, according to the approved Site Development Plan. It is recorded that the entire sewerage system of the Development is a private (i.e. not Municipal) system as is the water reticulation system;
- 5.1.8 the payment of the bulk electrical account, the bulk water and sewerage accounts jointly with Registered Owners in the Development;
- 5.1.9 to enter into service agreements with the Local Authority or any other authority or supplier of services;
- 5.1.10 ensuring adherence to drought restrictions and conditions as and when imposed by the Local Authority;
- 5.1.11 managing and maintaining individual water connections, including water meters to each individual Erf and the sub-bulk water(s) to the Development;
- 5.1.12 to control the transfer of Erven and Units in the Development;
- 5.1.13 to ensure adherence to the conditions imposed by the Local Authority in respect of any Erf;

- 5.1.14 to ensure adherence to the conditions imposed by the Developer in the agreement of sale between the Developer and the first Registered Owner of an Erf or Unit;
- 5.1.15 to manage and maintain the areas below the 1:100 flood line on Erf 42558 comprising part of the Development, as indicated on **Appendix 1** hereto and pathways along the river banks, if applicable, and within the Development, it being recorded that any obligations of the Developer to manage the areas below the 1:100 flood line terminates after the initial development thereof and the Developer will accordingly not be obligated to attend to any ongoing maintenance of such areas;
- 5.1.16 to take transfer of, maintain and insure, where necessary, the roads, the Private Spaces, Erf 42558 and improvements thereupon in the Development and control the usage thereof and of the facilities belonging to the Association or falling under its control;
- 5.1.17 to register where necessary various service servitudes over Private Areas in favour of the Local Authority and to register servitudes in favour of the Erven in the Development over other land owned by the Association as are from time to time required;
- 5.1.18 the preservation of the natural environment, including vegetation and flora and fauna on the Development;
- 5.1.19 to regulate the conduct of any person and the prevention of nuisance of any nature to any person within the Development;
- 5.1.20 to introduce traffic calming measures and to enforce such measures by issuing fines to any person who fails to adhere to such measures;
- 5.1.21 to impose fines and other penalties that may be payable by and enforced against Members, Residents, any occupants of any Erf or Unit or any visitor to the Development;

- 5.1.22 in order to give effect to the abovementioned objects, to make rules to accomplish these objectives;
 - 5.1.23 control over and maintenance of buildings, services or amenities arising from the subdivision of the Development;
 - 5.1.24 the enforcement of conditions of approval or management plans; and
 - 5.1.25 the implementation and enforcement of the provisions of this Constitution.
- 5.2 The Association shall have the power to do all such acts as are necessary to accomplish the fulfilment of the foregoing objects, including, but not restricted, to powers specifically contained in this Constitution.

6 MEMBERSHIP

- 6.1 The Association shall have as its Members:
- 6.1.1 the Developer for as long as the Developer remains a Registered Owner of any portion of the Development and, without detracting from the generality of the foregoing, specifically including any Erf;
 - 6.1.2 every Registered Owner upon registration of transfer of an Erf or Unit into his name provided that where a Registered Owner comprises more than one person, such persons shall be deemed jointly to be one Member of the Association and shall be responsible jointly and severally for the obligations of such membership. A Registered Owner of an Erf or Unit shall be a Member of the Association until he ceases to be the registered Owner of such Erf or Unit; and
 - 6.1.3 in respect of any Erf on which is established a Sectional Title Scheme, the Body Corporate of that Sectional Title Scheme and the individual owners of Units.

7 PHASES

- 7.1 The Developer intends to develop and market the Development in phases as the Developer deems fit and, for as long as the Developer is a Member of the Association, the Developer shall enjoy unrestricted rights with regard to the marketing of the Development and, in particular, the right to erect signage within and outside the Development.
- 7.2 The Developer shall have the right to market and develop any products including plot-and-plan products and sectional title scheme developments on the Development.
- 7.3 The Developer shall, in its absolute discretion, be entitled to apply for and subject to approval by the Local Authority, vary the layout and/or zoning and/or size and/or boundaries of Erven and/or the extent and position of streets comprising the Development and Members shall be bound thereby and shall have no claim of whatever nature against the Developer arising there from: Provided that the Developer shall not be entitled to change an Erf which has been sold by the Developer in any other way than that provided for in the Deed of Sale in respect of such Erf. Insofar as the consent of a Member is required for any of the foregoing, the Developer (represented by any one of its Directors) is irrevocably granted a power of attorney to grant any/all such consents on behalf of Members, as may be required.

8 MEMBERS' AND RESIDENTS' OBLIGATIONS

- 8.1 Every Member and Resident, insofar as may be applicable, is obliged to comply with:
- 8.1.1 the provisions of this Constitution and all rules or regulations passed by the Association or the Trustees;
- 8.1.2 the provisions of the Guide;
- 8.1.3 any agreement concluded by the Association insofar as such agreement may directly or indirectly impose obligations on a Member or Resident; and

- 8.1.4 any directive given by the Association and/or the Trustees in enforcing the provisions of this Constitution.
- 8.2 The rights and obligations of a Member are not transferable and every Member shall:
- 8.2.1 to the best of his ability, further the objects and interests of the Association;
and
- 8.2.2 observe all directives made or given by the Association and/or the Trustees.
- 8.3 The Members shall be jointly liable for expenditure incurred in connection with the Association as more fully later referred to herein.
- 8.4 A Member shall not be entitled to alienate or transfer an Erf without the written consent of the Developer for as long as the Developer is a Member and, thereafter, by the Trustees which consent shall not be unreasonably withheld provided there has been compliance with the provisions of this Constitution.
- 8.5 Such consent by the Association in terms of clause 8.4 above shall be withheld if –
- 8.5.1 the Member in question is indebted to the Association in respect of Levies or any other amounts which the Association may in terms of this Constitution be entitled to claim from him, i.e. if the Association has not issued a clearance that all amounts owing to the Association by such Member have been paid;
- 8.5.2 the Member as member of a Body Corporate is indebted to such Body Corporate in respect of any amounts which the Body Corporate may be entitled to claim from him, i.e. if the Body Corporate has not issued a clearance that all amounts owing to it by such Member as a member of the Body Corporate have been paid to it;
- 8.5.3 in the case of an Erf, the proposed transferee has not agreed in writing to become a Member of the Association and to observe the Constitution for the duration of his ownership of the Erf;

- 8.5.4 in the case of a Unit, the proposed transferee has not agreed in writing to become a member of the applicable Body Corporate and to observe the Constitution for the duration of his ownership of the Unit;
- 8.5.5 the proposed transferee does not acknowledge that upon the registration of the Erf or Unit (as the case may be) into his name, he shall ipso facto become a Member of the Association;
- 8.5.6 the proposed transferee does not acknowledge that upon the registration of the Unit into his name, he shall ipso facto become a member of the applicable Body Corporate; and
- 8.5.7 in those cases where an Erf or Unit is owned jointly and subject to an arrangement whereby the co-owners are entitled to occupy the Erf or Unit at particular times during the year, the Association is not satisfied that the transferee of an undivided share in the Erf or Unit is aware of such arrangements and has bound himself thereby.
- 8.6 A Member, other than the Developer, shall not consolidate or subdivide an Erf with one or more Erven without the prior written consent of the Developer during the Development Period and thereafter the prior written consent of the Association.
- 8.7 When granting a request for consolidation of Erven, the Association reserves the right to impose conditions regarding the building parameters of the property and levies payable so as to ensure that the levy base of the Association is not unduly compromised.
- 8.8 This will, however, not limit the rights of the Developer to consolidate Erven that have not been transferred and for the avoidance of doubt, such consolidated property will only attract one Levy after the Developer disposes thereof to a third party purchaser.
- 8.9 No Member shall let or otherwise part with occupation of his Erf or Unit without the consent of the Association, which consent shall only be withheld if the Association is not satisfied that the provisions of the Estate Rules, and any other

by-rules or regulations made in terms of this Constitution, have been complied with and/or is not satisfied that the Resident of the Erf or Unit has in writing agreed to be bound by same.

- 8.10 A Member may not resign from the Association.
- 8.11 The provisions of this Constitution shall be binding upon all Members, persons on the Development and Residents.
- 8.12 No Member or Resident, other than the Developer, shall be entitled to sink any borehole on any Erf except with the written approval of the Association.

9 STATUS OF THE DEVELOPER

- 9.1 No person or any Member or Resident of the Association shall prevent or hinder in any way the Developer from:
 - 9.1.1 gaining access to and egress from the Development;
 - 9.1.2 continuing its building and/or construction operations at the Development;
 - 9.1.3 marketing and selling any Erven;
 - 9.1.4 generally carrying on its business operations, provided that the provisions of clause 9.1.1 shall not be interpreted as allowing the Developer access onto any of the Erven already transferred to a Member unless 48 hours prior written notice has been given to the Member concerned, unless such access is required to conduct its normal building operations or to inspect work in progress. The Developer shall make good any subsequent damage to plants, property or improvements thereon to the satisfaction of the Member. No Member shall be entitled to refuse the Developer immediate access if the required notice has been given; and
 - 9.1.5 having the sole right of appointment and dismissal of any Managing Agent during the Development Period;
 - 9.1.6 the accreditation of Estate Agents for the HOA's panel of Estate Agents.

10 DEVELOPER'S RIGHTS

- 10.1 If the Developer Alienates all its rights in and title to all undeveloped land still vested in it at the time of the transaction to a single transferee, then the Developer shall be entitled to cede to such transferee all its rights and powers in terms of this Constitution without requiring the consent of the Association or any of the Members and the transferee shall be entitled to exercise all such rights and powers upon transfer of the Developer's rights in and title to all the remaining undeveloped land still vested in the Developer to the transferee.
- 10.2 The Developer may at any time after the construction of such number of dwellings or Sectional Title Schemes as it may determine, abandon in whole or in part the particular rights conferred upon it during the Development Period, provided that nothing herein contained shall be construed as depriving the Developer of any rights it may have in terms hereof as an ordinary Member.

11 USE OF INTELLECTUAL PROPERTY

- 11.1 It is recorded that the Developer has registered the name PAARL VALLEIJ as a trademark and a written licence agreement has been concluded between the Association and the Developer as registered owner of such trademark authorising the use of the PAARL VALLEIJ trademark by the Association on the terms and conditions as set out in such licence agreement.
- 11.2 No Member will be entitled to use the PAARL VALLEIJ name/trademark without obtaining the prior written consent of the Developer.
- 11.3 The Association and the Developer shall appoint 3 (three) representatives (1 (one) from the Association and 2 (two) from the Developer) to serve on an Intellectual Property Committee, which committee shall be responsible to ensure that the Members conduct themselves in a manner does not bring the Paarl Valleij brand into disrepute and that the Association does not breach the terms of the licence agreement as aforesaid through the conduct of its Members and in this regard, if the Developer so demands of the Association, the Trustees shall promulgate a code of conduct as per the licence agreement to regulate the conduct of Members in this regard in more detail. The said Intellectual Property

Committee may determine their own procedures regarding meetings and decisions taken.

12 RIGHT OF FIRST REFUSAL

Should the Developer, or its successors in title, decide to sell any non-residential Erf; the Association shall have a right of first refusal for a period of 30 (thirty) days after receipt by the Association of a written offer to buy such Erf from the Developer on terms similar to the terms on which the Developer intended on selling such Erf to a third party. This clause will not be applicable should the Developer wish to sell such Erf to one of its subsidiaries or its holding company, as defined in the Companies Act No. 71 of 2008 or an entity in which the Developer holds at least a 50% shareholding or to the Developer's successor in title or any entity to whom the Developer has ceded its rights and obligations in terms of this Constitution.

13 INCORPORATION OF FURTHER PHASES

The Developer has a continuing and permanent interest to ensure that certain basic provisions are entrenched in perpetuity to ensure the success of the Development. Accordingly, none of the following provisions may be deleted or varied in any way, in terms of clause 54 without the prior written consent of the Developer –

- 13.1 the Developer has the right at any time and from time to time to extend or alter the area or composition of the Development by requiring the Association to incorporate into the Development any part/s of any adjoining properties (developed or not) owned by the Developer from time to time as further phases of the Development which the Developer shall be entitled to develop as it may deem fit;
- 13.2 should any further property be incorporated into the Development, the Developer shall be entitled to require that the first and all subsequent Owners of Erven therein become Members of the Association in respect of those parts from such date as the Developer may determine, and on the same terms and conditions as are applicable to the other Members of the Association. The Members shall be bound by any such requirement of the Developer.

14 TRANSFER OF LAND

- 14.1 The Developer shall, free of consideration, transfer to the Association the Private Spaces and Erf 42558 indicated on the approved Site Development Plan and the risk therein shall pass to the Association upon transfer thereof to the Association where after the maintenance and upkeep shall be the responsibility of the Association as well as liability for rates and taxes and all charges attaching thereto.
- 14.2 The transfer of Private Spaces and Erf 42558 to the Association in terms of clause 14.1 will occur as follows –
- 14.2.1 all Private Spaces in phase 1A of the Development as indicated on the Phasing Plan ("**Phase 1A**") will be transferred to the Association on or before transfer of the first Erf of Phase 1B from the Developer to a third party purchaser;
- 14.2.2 all Private Spaces in phase 1B of the Development as indicated on the Phasing Plan ("**Phase 1B**") will be transferred to the Association on or before transfer of the first Erf of Phase 1B from the Developer to a third party purchaser;
- 14.2.3 all Private Spaces in phase 2 of the Development as indicated on the Phasing Plan ("**Phase 2**") and Erf 42558 will be transferred to the Association on or before transfer of the first Erf of Phase 2 from the Developer to a third party purchaser; and
- 14.2.4 all Private Spaces in phase 3 of the Development as indicated on the Phasing Plan ("**Phase 3**") will be transferred to the Association on or before transfer of the first Erf of Phase 3 from the Developer to a third party purchaser.

15 ACCESS TO THE DEVELOPMENT AND SERVITUDES

- 15.1 There shall be at least one permanent entrance to the Development.

- 15.2 It is recorded that officials, employees and contractors employed by the Association, Local Authority and/or any public service company shall, at all times, have reasonable access to the Erven, Private Spaces and Erf 42558 for purposes of inspecting and/or maintaining all services and rendering refuse removal services to the Residents.
- 15.3 The Developer shall have the right to register servitudes in respect of the installation of civil services over the Private Areas and/or Erven in the Development. The Association shall accordingly be obliged and is hereby irrevocably authorised and empowered on behalf of the Members to grant the registration of such servitudes over Private Areas. In the event of such services being installed by the Developer it will retain the obligation to restore the Association property or private property after installation of such services.
- 15.4 The Association shall do all things necessary to ensure that the employees, contractors or authorised representatives of Eskom and the Local Authority shall have 24 hour access any day of the week to the Development in order to erect, inspect, maintain or replace infrastructure of the electrical substations on the relevant subdivided portions of the Development on which such substations are erected.

16 INTERNAL WORKS

- 16.1 The internal reticulation electrical network, internet fibre network, and gas network components shall be private systems.
- 16.2 The internal reticulation of electrical engineering services shall be managed privately by the Association, but subject to –
- 16.2.1 the internal reticulation electrical network being maintained by a NERSA registered service provider to ensure safety;
- 16.2.2 tariffs charged to the Members or Residents by service providers in relation to the internal reticulation electrical network being in accordance with NERSA tariffs.

- 16.3 It is recorded that the Local Authority has reserved the right to conduct audits from time to time regarding the internal reticulation electrical network and associated billing processes.
- 16.4 All private combined systems shall be a joint and several responsibility (including but not limited to the administration of the joint account and operation and maintenance of the relevant systems) of the Members.
- 16.5 All internal works (including but not limited to water, sewers, storm-water, roads, and irrigation) on the Development shall be constructed in accordance with the operational infrastructure management plan approved by the Local Authority.

17 SOLAR PANEL SYSTEMS

- 17.1 The Developer or its nominee ("**the Solar System Owner**") reserves the right to install and own a solar panel hardware system (including all generators, inverters and batteries) ("**Solar Panel Systems**") on all buildings in the Development owned by Members ("**Buildings**"), subject to approval by the Local Authority (if required).
- 17.2 The Solar System Owner or its nominee shall furnish the owner of each relevant property on which a Solar Panel System is installed and the Local Authority (if required) with the requisite electrical certificate of compliance in respect of such system.
- 17.3 Each Member and Resident may not interfere with or remove the Solar Panel Systems and will not install additional Solar Panel Systems or any part of such system without the prior written consent of the Solar System Owner.
- 17.4 Each Member and Resident shall give reasonable access to the Solar System Owner to maintain and replace the Solar Panel System installed on the Building of such Member or Resident if and when required in the reasonable opinion of the Solar System Owner.
- 17.5 Each Member agrees, acknowledge and undertakes (where applicable as a *stipulatio alteri*) in favour of the Solar System Owner that –

- 17.5.1 the Solar System Owner, as owner of the Solar Panel Systems, may, if it so elects in its sole and absolute discretion, register an access servitude or Long Term Lease over the relevant Building of the Member to ensure that the Solar System Owner has access to and can inspect and properly maintain the Solar Panel System;
- 17.5.2 as security for the undertaking given in clause 17.5.1 above, each Member hereby nominates and appoints any director of the Solar System Owner to be the relevant Member's lawful attorney and agent *in rem suam* to sign any documents required for the registration of such servitude or long term lease. Each Member furthermore undertakes to ratify and confirm whatever the aforesaid attorney does or purports to do in good faith in the exercise of any power confirmed in this clause 17.5.2.
- 17.6 It is recorded and agreed that any costs relating to the registration of a servitude or Long term Lease over any Erf in terms of this clause 17 shall be for the account of the Solar System Owner and the Solar System Owner shall maintain all Solar Panel System components at its cost.

18 PUMPING OF WATER FROM BERG RIVER

- 18.1 The Development is entitled to certain water rights from the Berg River. The Developer shall allocate such water rights to the various Erven in his sole and exclusive jurisdiction, but subject to the consent of the Minister of Water Affairs and Forestry or his duly appointed agent. It is not envisaged that any residential Erf will be entitled to any water rights in terms of such allocation.
- 18.2 The costs of obtaining and distributing such water shall be apportioned according to the use thereof.
- 18.3 Any party entitled to water, shall be entitled to register at his costs a servitude for the pumping, storage and distribution of such water over other Erven in the Development.

- 18.4 No Member shall be entitled to sink or use any borehole or seepage pit or well except with the prior written approval of the Developer during the Development Period and thereafter with the prior written approval of the Association.
- 18.5 All water from the Berg River may have to be pumped to storage facilities on the Development from where it will be distributed to the individual Erven entitled thereto.
- 18.6 All production boreholes on Members' Erven must be registered with the Local Authority. No borehole water can be shared with any other member without a licence issued by the Department of Water and Sanitation ("DWS") that allows the transfer of any ground water. Ground water/borehole water cannot be connected to any private combined potable water system without an intermediary agreement, which complies to SANS 0241 as amended from time to time.

19 AIR QUALITY MANAGEMENT

- 19.1 Each Member and Resident acknowledges that it is aware thereof that agricultural activities are conducted on certain properties surrounding the Development.
- 19.2 The Association will take any measures required in terms of the National Environmental Management: Air Quality Act No 39 of 2004 to ensure that measures are put in place for Members and Residents to safeguard the indoor air quality in habitable buildings owned by them anywhere on the Development from emissions from normal agricultural activity.

20 STREET LIGHTS

It is recorded that according to a "low light pollution" philosophy, some parts of the streets in the Development might not have street lights.

21 THE GUIDE

- 21.1 The Guide constitutes an integral part of this Constitution and for as long as the Developer is a Member the Guide may be amended, substituted, added to or repealed only at the instance of the Developer and, thereafter, by the Association.
- 21.2 All landscaping, plants and all Improvements shall be of approved design and of sound construction and shall comply with the provisions of the Guide.
- 21.3 No construction or erection of Improvements on an Erf may commence prior to the approval of plans for such Improvements and, in this regard –
- 21.3.1 a full set of proposed building plans which indicate both construction and design details shall be submitted to the Association for approval by the Architect;
- 21.3.2 thereafter, the approved plans shall be submitted to the Local Authority for approval;
- 21.3.3 having obtained the approval of the Local Authority, the Member shall comply with all conditions and standards imposed by the Local Authority insofar as these may be additional to the requirements of the Guide read with the plans; and
- 21.3.4 the scrutiny fee payable to the Architect will be paid by the Member, such scrutiny fee to be determined by the Trustees, from time to time.
- 21.4 Approval of building plans will not be granted by the Local Authority without the prior written approval of the Architect thereto which approval shall be evidenced by an endorsement by the Architect.
- 21.5 No Improvements may be effected by a Member other than by a Contractor. The Developer and, after the Development Period, the Association shall designate a list of contractors who will be allowed to do building work of whatever nature in the Development.

- 21.6 In order to ensure that prospective purchasers or tenants are correctly advised of their rights and obligations relative to the Development, Members who wish to re-sell or let their properties, are obliged to appoint an Estate Agent who is accredited by the Developer during the Development Period and, thereafter, by the Association.
- 21.7 A Member will have no claim for damages or loss against the Developer or the Association, arising from whatever cause as a result of any acts or omissions of a Contractor and hereby indemnifies the Developer and Association against any claim from any third party arising from the construction of such Improvements.

22 MAINTENANCE OF PROPERTY AND BUILDING PERIODS

Each Member and Resident, insofar as may be applicable, shall –

- 22.1 maintain his Erf and/or Unit in accordance with the Guide and the Estate Rules respectively;
- 22.2 maintain in a neat and tidy condition and in a state of good repair all Improvements on his Erf;
- 22.3 establish and maintain a garden according to a standard acceptable to the Association, as well as maintaining the road verge bordering his Erf, in terms of the Guide;
- 22.4 be responsible for the maintenance of external and boundary walling inclusive of regular painting thereof, provided that this obligation shall only be applicable to Members;
- 22.5 not park any commercial type vehicle, boat, caravan, trailer, quadbikes, or any vehicle not in good working order, on any roadway in the Development and such vehicle, quadbike, boat, caravan or trailer shall be parked on the Member's Erf so as not to be visible from the street forming a boundary of such Erf;
- 22.6 not do or suffer to be done on any Erf or in any Unit anything which, in the opinion of the Trustees, is noisome, unsightly, injurious, objectionable or detrimental or

a public or private nuisance or a source of damage or disturbance to any Member or Resident of any Erf or Unit in the Development;

- 22.7 conform to the prescripts of the Guide in connection with the erection of a builder's board provided that this obligation shall only be applicable to Members;
- 22.8 adequately insure the Improvements on his Erf and/or his Unit and, if requested by the Trustees, furnish proof of such insurance to them and, in the event of total/partial destruction, he shall, within a reasonable time period, make good such damage or attend to such reconstruction as may be required to restore the Improvements to the state indicated on the original approved plans or, in the event of total destruction, to construct new Improvements in accordance with the Guide and the provisions of this Constitution, provided that this obligation shall only be applicable to Members;
- 22.9 where the erection of structures to house animals or the construction/erection of garden/tool shed(s) is permitted, such structures shall be screened from public view and the animals or birds so housed shall not constitute a disturbance or nuisance to Members or their tenants or occupiers and the Trustees shall, in their absolute discretion, be entitled to require the permanent removal from the Development of any animal which, in the opinion of the Trustees, constitutes a disturbance or nuisance;
- 22.10 comply with all security procedures implemented from time to time;
- 22.11 generally ensure that gardening and landscaping of his Erf and/or Unit is undertaken so as to be compatible with the gardening and landscaping of adjoining Erven and/or Units;
- 22.12 ensure that his dog is kept on a leash in all open areas and Private Spaces within the Development (including Erf 42558) and is controlled to ensure that other dogs are not interfered with and, in particular, that no nuisance is caused by such dog to any Member or horse and that no excrement is left lying on any sidewalks within the Development or on any Private Spaces or open spaces within the Development (including Erf 42558);

- 22.13 adhere strictly to the terms of servitudes granting access to Erven;
- 22.14 ensure that he and his invitees do not damage or destroy trees, vegetation and landscaping on Private Spaces or open areas of the Development (including Erf 42558) and that planting on his Erf and/or Unit does not interfere with pedestrian traffic or obscure the vision of motorists;
- 22.15 tolerate access to irrigation pipe lines, fibre ducts, sewerage ducts, water pipes by owners of these lines, their employees and/or contractors;
- 22.16 not erect any structure over any part of the sewerage system;
- 22.17 pay the necessary fees as set out in the Guide, before the commencement of any building operations on his Erf and/or in respect of his Unit. These fees can be amended by the Association from time to time, provided that this obligation shall only be applicable to Members;
- 22.18 in respect of vacant Erven, if the Member is a Registered Owner of an Erf, within a period of 24 (twenty four) months after the possession date, (or such later date as the Developer may direct in writing), commence with the Improvements on the Erf (the plans and specifications of which shall have been approved in terms of clause 21.3 above) and shall complete such Improvements within a period of 36 (thirty six) months after the date of registration of the Erf in the name of the Member (or such later date as the Developer may direct in writing). This will be the date from which such periods will be calculated irrespective of whether the Erf has been transferred subsequently. If the Member fails to comply with the provisions of this clause 22.18 the Developer shall be entitled, without prejudice to any other rights which it may have and/or at law and at its election to –
- 22.18.1 repurchase the Erf from the Member for an amount equal to the original purchase price paid by the Member in terms of the deed of sale; or
- 22.18.2 sell the Erf to any third party for an amount of not less than the original purchase price paid by the Member in terms of the deed of sale and the Member hereby irrevocably and *in rem suam* appoints the Developer as his duly authorised agent for purposes of such sale,

provided that all costs of transfer shall be for the account of the Member in either case and provided further that the aforesaid provisions of clauses 22.18.1 and 22.18.2 shall not apply in the event of a Distressed Sale.

22.19 For the purpose of the further provisions of clause 22, the following words shall have the meanings ascribed as follows –

22.19.1 “**Normal Levy**” means the normal monthly levy determined from time to time in terms of clause 27 of this Constitution;

22.19.2 “**Extraordinary Levy Base Cost (ELBC)**” means the amount equal to the normal levy , or the amount as amended by the Trustees from time to time; and

22.19.3 “**Extraordinary Levy**” means the additional monthly levy determined hereunder.

22.20 Notwithstanding the provisions of clauses 22.18.1 and 22.18.2 above, a Member who is in breach of the said clause 22.18 by not completing the Improvements within the stated period from first registration of the Erf from the Developer to the relevant Member, will, subject to clause 22.21 below, be liable to pay to the Association an Extraordinary Levy calculated as set out here-under, over and above the Normal Levy.

Years since first registration	Years of non-compliance with obligation to commence Improvements	Years of non-compliance with obligation to complete Improvements	Levy payable by Members whose Erven are smaller than 1HA (one hectare) in extent	Levy payable by Members whose Erven measure 1HA (one hectare) or larger in extent
1	0	0	Normal Levy	Normal Levy
2	0	0	Normal Levy	Normal Levy
3	0	0	Normal Levy	Normal Levy
4	1	0	Normal Levy + 1 x ELBC	Normal Levy
5	2	1	Normal Levy + 2 x ELBC	Normal Levy + 1 x ELBC
6	3	2	Normal Levy + 3 x ELBC	Normal Levy + 2 x ELBC
7	4	3	Normal Levy + 3 x ELBC	Normal Levy + 3 x ELBC

Thereafter the total levy payable will be the Normal Levy plus the Extraordinary Levy of 3 (three) times the ELBC, until compliance with clause 22.18 by the Member

22.21 Any further structural improvements that a Member wishes to make to his property after finalisation of the construction of his house should also be submitted to the Association for approval and has to be finalised within 6 (six) months of commencement of construction thereof.

22.22 A Member that queries his water account can have his water meter tested by a registered SANAS accredited laboratory. The testing fee and replacement cost

of the water meter must be covered by the Member. If the meter test revealed that the meter over registered with more than 2%, the water account will then be recalculated or adjusted with the with the percentage error and the testing fee and replacement cost of the meter will be refunded to the Member.

22.23 The water tariffs charged may be equal to but not more than the tariffs as approved by the Local Authority each year. The Association will have the right to charge for recapitalisation of reticulation of its infrastructure.

22.24 The Association will comply with the Local Authority's Water and Sanitation By-Law, as amended, regarding water management measures and water restrictions.

23 RESTRICTIONS

23.1 Subject to the provisions set out hereunder, no Member shall apply for the rezoning of his Erf or Unit (whichever is applicable) to the Local Authority with a view to procuring a variation or amendment or substitution of land use rights and shall not be entitled to use his Erf or Unit (as the case may be) for any purpose other than the permitted use applicable upon establishment of the Development.

23.2 No Member shall be allowed to use his Erf or Unit (as the case may be) for the supply of temporary accommodation for consideration and/or letting out on a short-term basis, i.e. for periods shorter than three months.

23.3 No Member or Resident shall conduct any additional land uses from a dwelling on an Erf or Unit (as the case may be) other than residential purposes unless the Trustees have approved the additional use. The local authority may if necessary be requested to confirm whether such additional land use complies with the provisions of the relevant Town Planning Scheme for the operation of business or home office.

23.3.1 any Member wishing to conduct a business or home office on his Erf or Unit or who wishes to use his Erf or Unit for purposes other than residential, shall, during the Development Period, apply in writing to the Developer for permission to do so and thereafter to the Trustees for permission to do so.

The Developer or Trustees (as the case may be) shall be entitled in their absolute discretion to refuse such application or to approve the application unconditionally or to approve the application subject to such conditions as the Developer or the Trustees (as the case may be) deem necessary;

23.3.2 an application in terms of the foregoing shall contain a full description of the proposed business or usage, including but not limited to –

23.3.2.1 the type of business;

23.3.2.2 the number of full-time and/or part-time staff;

23.3.2.3 the times and duration of the business operation, including the number of days per week;

23.3.2.4 the projected growth of the business operation;

23.3.2.5 whether any alteration to the existing Improvements is proposed;

23.3.2.6 in which portion of the dwelling house the improvements and or the business activity is to be located;

23.3.2.7 the number and type of vehicles which will be regularly involved in the business operation;

23.3.2.8 the estimated number of visitors per week resulting from the business operation;

23.3.2.9 the estimated number of deliveries necessitated by the business operation;

23.3.2.10 proof of the provision of sufficient onsite parking and manoeuvring area in line with the parking requirements of the relevant Town Planning Scheme (Zoning Scheme Bylaw) of the Local Authority;

- 23.3.2.11 the likely impact of the business operation on neighbouring properties and the neighbourhood in general shall be considered in terms of the following parameters;
- 23.3.2.11.1 only one additional use for instruction or business may be conducted form a land unit at any given time;
- 23.3.2.11.2 the total floor area occupied by a business, including the storage of goods may not exceed 30% of the total floor area of buildings on the land unit up to a maximum area of 50m²;
- 23.3.2.11.3 no goods related to the additional use may be displayed in view of the street or private spaces; and
- 23.3.2.11.4 where the additional use is a place of instruction, no more than 6 people including residents on the property partaking in the instruction may be instructed on their property at any given time.
- 23.3.3 the Trustees shall not approve any such application unless they are satisfied that the application complies with the following –
- 23.3.3.1 the business operation will not detrimentally alter the character of the neighbourhood or affect the privacy and rights of neighbours taking into account:
- 23.3.3.1.1 likely impact where the additional use entails the use of power tools, amplified sound, activities in unroofed outside spaces or any activity involving the maintenance repair or alteration of vehicles;
- 23.3.3.1.2 additional land uses may not cause nuisance or affect the health, welfare, safety, or rights of the members of the HOA including but not limited unreasonable noise, emissions, odours and traffic.
- 23.3.3.2 the number of employees involved in the running of the business operation will not exceed 2 (two);

- 23.3.3.3 the Member will reside permanently on the Erf or Unit in respect whereof the application is made
- 23.3.3.4 comment has been obtained from the Members who are affected by the application and made available for consideration by the Trustees;
- 23.3.3.5 adequate provision has been made for parking within the Erf boundaries and no vehicles will be parked in private spaces, roads or open spaces as a result of the business operation.
- 23.3.3.6 the landscaping of the Erf will be suitable for the type of business contemplated;
- 23.3.3.7 the nature of any alterations to the dwelling houses to accommodate additional land uses must be such that the building can at any time revert to its use as a normal dwelling house and the residential character of the property shall be retained to the satisfaction of the HOA;
- 23.3.3.8 the impact on the increase of traffic resulting from the application on the development must be clarified
- 23.3.3.9 non-residents will not be afforded uncontrolled access into the Development;
- 23.3.3.10 no signage will be erected; and
- 23.3.3.11 the hours of the business operation will be confined between 08:00 and 17:00 on weekdays and no business will be conducted on Saturdays, Sundays and proclaimed public holidays;
- 23.3.4 should any Member to whom permission has been granted for the conduct of a business change any aspect of such business then such Member shall submit a new application in accordance with the provisions hereof to continue such business;

- 23.3.5 no Member to whom approval has been granted shall be entitled to erect any sign or advertisement on his Erf or Unit or on any of the Common Property in connection with such business save with the approval of the Association; and
- 23.3.6 the Trustees shall not at any time or under any circumstances be entitled to approve the use of an Erf or Unit for the supply of temporary accommodation for consideration, other than in respect of any guesthouses which may be established by the Developer.
- 23.4 No Member shall be entitled to –
- 23.4.1 at any time operate a guest house on his Erf or Unit, provided that this prohibition shall not apply to any guest houses operated by the Developer or his successors in title from time to time where the necessary zoning approval has been obtained in respect of such guest houses; and/or
- 23.4.2 lease his Erf or Unit for any period less than 3 (three) months,
- without the approval of the Developer during the Development Period and thereafter without the approval of the Trustees.
- 23.5 Notwithstanding anything else herein contained, the Developer shall be entitled to have commercial offices on the Development in which it can conduct its business activities and shall be entitled to do all things reasonably necessary to lawfully establish such offices on the Development.
- 23.6 No Member shall permit the number of occupants of his Erf or Unit to exceed 2 (two) persons per bedroom. The word “occupants” shall include but shall not be limited to any person who resides or stays on such Erf or Unit on a regular or occasional basis irrespective of whether such person is related to or is financially dependent upon the Member or whether such person pays rental or gives any other form of consideration in respect of such Erf or Unit or any portion thereof.

24 PRE-EMPTIVE RIGHT IN FAVOUR OF THE DEVELOPER

- 24.1 A Member shall not in any manner Alienate an Erf or a Unit (as the case may be) unless he shall first, in writing, have offered it for sale to the Developer who, for a period of 14 (fourteen) days calculated from the date of receipt of the offer, shall have the right to purchase the Erf or Unit upon the terms and conditions offered to it and the HOA shall not be allowed to give clearance in respect of the Alienation of an Erf or Unit (as the case may be) without the Developer expressly and in writing having waived this pre-emptive right in respect of such Erf or Unit.
- 24.2 Should the Developer fail to accept the offer within the said 14 (fourteen) day period or waive its right to do so, in writing, before expiry of the aforesaid period, the Member may accept any other written offer which he may have received for the Erf or Unit, the terms and conditions whereof he had conveyed to the Developer, provided that the price and/or terms are no more beneficial to the purchaser than those offered to the Developer, any variation of the price and/or terms and conditions being regarded as a fresh offer which the Member shall again be obliged to convey to the Developer and to which the provisions of clause 24.1 above shall apply *mutatis mutandis*.
- 24.3 If there is no offer in existence which the Member can accept at the time he decides to Alienate his Erf or Unit, the Member shall appoint the Developer's nominated estate agents as his agent with a sole mandate or joint sole mandate (if the Developer nominates more than one estate agent) for a period of 90 (ninety) days to sell the Erf or Unit to a third party. Such appointment shall be upon the usual terms and conditions of the said nominated estate agent/s and shall include a provision for payment of commission to such nominated estate agent/s of the Developer at the rate prescribed in the then current guideline of the Institute of Estate Agents of South Africa or its successors in office. If the Erf or Unit is not sold within the aforesaid 90 (ninety) day period or such extended period as may be agreed between the Member and the said nominated estate agent/s in writing, the Member shall be entitled to appoint another Estate Agent from the approved panel of Estate Agents to sell the Erf or Unit. The provisions of clause 24.1 above shall apply *mutatis mutandis* to any offer for the Erf or Unit which may be obtained in the manner contemplated in this clause 24.3.

- 24.4 The Alienation by a shareholder of his shares in a company owning an Erf or Unit, or by a person of his member's interest in a Close Corporation owning an Erf or a Unit, or by a beneficiary of his interest in a Trust owning an Erf or Unit, shall be deemed to be the Alienation of an Erf or Unit and the provisions of clauses 24.1 to 24.3 above shall apply *mutatis mutandis* to such transaction.

25 REGULATION OF THE DEVELOPMENT

- 25.1 The Association may, in its discretion, permit the Members and Residents, subject to the provisions of this Constitution, to use the Private Spaces and Erf 42558 and shall do so unless by Special Resolution it is otherwise resolved for good reason.
- 25.2 The Trustees may from time to time and whenever they deem necessary, limit, restrict, or suspend such use in relation to any part of such Private Spaces and Erf 42558 for good reason.
- 25.3 The Trustees shall take such measures as are necessary to ensure that the general public, with the exception of the Members, their guests, lessees, and members of their families and such other persons as the Trustees may reasonably permit, are excluded from the Development.
- 25.4 No resolution for the winding-up of the Association and the transfer of its assets shall be taken unless the Association shall have made adequate provision for the rights of Members to obtain access to their Erven and Units and their rights of exclusive use of any areas to be safeguarded, if necessary, by registration of servitudes at the cost of the Member concerned if the Member so requires.
- 25.5 Notwithstanding that Erven may be held either individually or in undivided shares by Members, Members shall be obliged at all times to allow any persons lawfully within the Development access over or to any servitude areas on or adjacent to an Erf by means of any formed or paved access way including drive-ways, parking areas and pathways.
- 25.6 No Member shall operate or conduct a time-sharing scheme as contemplated in the Property Time-Sharing Control Act No 71 of 1983, as amended, in respect of

any dwellings or Units owned by him save where such scheme arises from co-ownership or syndication involving not more than 2 (two) Members per bedroom unit, unless the Association by Special Resolution resolves otherwise.

- 25.7 Notwithstanding that Members hold title to their Erven individually, it is recorded that the Development is of a homogenous nature and that the Association shall be vested with the overall control of all matters affecting the Development. To this end, the Members agree:
- 25.7.1 in the event of a Member being a Body Corporate, to cede and delegate its powers and duties to the Association;
- 25.7.2 in the event of any association of Members being formed within the Development, specifically for owners of certain Erven or Units or for certain classes of Members, to do all in their power to procure that the powers and duties of any such associations are ceded and delegated to the Association; and
- 25.7.3 the Association shall be entitled, in turn, to cede and delegate the powers and duties ceded and delegated in terms of clauses 25.7.1 and 25.7.2 above to such other person or entity as it may deem fit without requiring the consent of any Member to do so.
- 25.8 No Member shall be entitled to subdivide or rezone any Erf or Unit during the Development Period without the prior written consent of the Developer and thereafter without the prior written consent of the Association, it being recorded that such subdivision or rezoning will at all times also be subject to the prior approval of the Local Authority.
- 25.9 The Alienation by a shareholder of all or the majority of his shares in a company owning an Erf or Unit, or by a person of his member's interest in a Close Corporation owning an Erf or a Unit, or by a beneficiary of his interest in a Trust owning an Erf or Unit, shall be deemed to be the Alienation of an Erf or Unit and the provisions of clauses 26.1 to 26.3 above shall apply *mutatis mutandis* to such transaction.

26 CLEARANCE FEE

- 26.1 An amount of 1% (one percent) of the purchase price payable (or if there is no purchase price paid or payable, then 1% (one percent) of the fair market value of the Erf or Unit) in respect of each Erf or Unit (as the case may be) sold by a Member to a third party up to a maximum of R100 000 (excluding VAT) per sale transaction ("**Resale Clearance Fee**") will be paid by the Member (as seller of the Erf or Unit) to the Association. The Resale Clearance Fee will form part of the clearance to be obtained from the Association in respect of registration of transfer of the Erf or Unit in question in the name of such third party purchaser.
- 26.2 The Resale Clearance Fee can be adjusted annually by the Trustees in accordance with the provisions of this Constitution, provided such increase shall not be more than the prevailing rate of inflation in South Africa at the time of such increase.
- 26.3 The Resale Clearance Fee shall not be payable in the event of –
- 26.3.1 a Distressed Sale
- 26.3.2 transfer of an Erf from an individual to a family trust where such individual is the founder of the trust and a beneficiary of the trust; and
- 26.3.3 transfer of an Erf from an individual or trust to a private company for estate planning purposes;
- 26.3.4 transfer of an Erf of a deceased Member in terms of testamentary law e.g. to a surviving spouse, transfer of an Erf to a direct family member or in terms of a court order.
- 26.4 The Alienation by a shareholder of his shares in a company owning an Erf or Unit, or by a person of his member's interest in a Close Corporation owning an Erf or a Unit, or by a beneficiary of his interest in a Trust owning an Erf or Unit, shall be deemed to be the Alienation of an Erf or Unit and the provisions of clauses 26.1 to 26.3 above shall apply *mutatis mutandis* to such transaction.

- 26.5 The Developer undertakes to and in favour of the Association and its Members, to provide –
- 26.5.1 properly constructed roads and/or other civil services and infrastructure on the Development, which assets will ultimately be transferred to the Association if so provided in the Constitution for no consideration other than the continued payment of the Developer's consideration as provided for in clause 26.6 below;
- 26.5.2 the use of the Private Spaces, Erf 42558 and/or infrastructure provided for by the Developer in the Development; and
- 26.5.3 the right/licence to the Association to use the Developer's trademark/s in respect of the Development to aid the Association and/or Members in their resale pursuits by making use of such brand identity with the terms and use of such intellectual property rights to be agreed upon in terms of a licence agreement to be concluded between the Developer and the Association.
- 26.6 As consideration for the rights and assets awarded to the Association by the Developer and as set out in clause 26.5, and as consideration for the future transfer of assets by the Developer to the Association in terms of the Association's constitution, the Association shall pay the Developer 50% of the Resale Clearance Fee on the basis that the Association will retain 50% of the Resale Clearance Fee received from the selling Member (**"Developer's Consideration"**).
- 26.7 The Association agrees to make payment of the Developer's Consideration immediately upon receipt of the Resale Clearance Fee in the HOA's bank account –
- 26.7.1 by way of electronic funds transfer;
- 26.7.2 free of commission or exchange;
- 26.7.3 without any deduction or set-off having been applied thereto; and

- 26.7.4 to the Developer's bank account designated by the Developer in writing from time to time.

27 LEVIES

- 27.1 The Trustees shall –

27.1.1 establish and maintain a levy fund for the purposes of meeting all expenses of the Association for the control, management and administration of the Development and for payment of the costs of supplying any services required by the Association and/or for payment of all expenses necessary or reasonably incurred in connection with the management of the Association;

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

27.1.3 require Members whenever necessary to make contributions to such fund for the purposes of satisfying the expenses referred to in clauses 27.1.1 and 27.1.2, equal as nearly as is reasonably practical to such estimated amount.

27.2 The Trustees may, from time to time, determine special levies which will become payable by Members with effect from such date as the Trustees shall determine in respect of such expenses referred to in clause 27.1 (which are not included in any estimate made in terms of clause 27.1.2) and such special levies may be imposed and shall be payable in one sum or by such instalments and at such time or times as the Trustees shall deem fit.

27.3 Any amount due by a Member by way of a levy shall be a debt due by him to the Association payable within such time as determined by the Trustees. The obligation of a Member to pay a levy shall cease upon his ceasing to be a

Member save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a Member. No levies paid by a Member shall be repayable by the Association upon his ceasing to be a Member. A Member's successor in title to an Erf or Unit shall be liable as from the date upon which he becomes a Member pursuant to the transfer of such Erf or Unit to pay the levies attributable to that Erf or Unit. No Member other than the Developer shall be entitled to transfer his Erf or Unit until the Trustees have consented thereto in writing and have certified that the Member has, at the date of transfer, paid all amounts owing by him to the Association.

- 27.4 In the event that the Association ceases to function for any reason the consent referred to in clause 27.3 above which is required from the Trustees for a Member's Erf or Unit to be transferred shall be obtained –
- 27.4.1 during the Development Period, by the Developer and 51% of the Members giving written consent to such transfer; and
- 27.4.2 after the Development Period, by 51% of the Members giving written consent to such transfer.
- 27.5 In calculating levies, the Trustees shall take into account all of the income, if any, earned by the Association.
- 27.6 The decision of the Trustees in calculating the levies shall be final and binding on all Members.
- 27.7 In calculating the levy payable by any Member, the Trustees shall as far as reasonably possible –
- 27.7.1 assign those costs arising directly out of the Erf or Unit itself to the Member owning such Erf or Unit;
- 27.7.2 assign those costs relating to the Development generally to the Registered Owners of all Erven equally provided, however, that the Trustees may in any case where they consider it equitable so to do –

- 27.7.2.1 assign to any Member any greater or lesser share of the costs and expenses as they may consider to be reasonable in the circumstances; and
- 27.7.3 if applicable, assign a proportion of those costs attributable generally or specifically to a particular Sectional Title Scheme (**"the Sectional Title Levy"**), it being agreed that the Body Corporate of such Sectional Title Scheme shall determine the pro-rata portion due by each Registered Owner of a Unit in the said Sectional Title Scheme in respect of such Sectional Title Levy and shall be responsible for collecting such pro-rata amounts from each Registered Owner of a Unit, which Registered Owners agree to be jointly and severally liable with the Body Corporate to the Association for payment of each such pro-rata portion of the Sectional Title Levy.
- 27.8 If applicable, the Bodies Corporate acknowledge and agree that any increase in levies payable by the Registered Owners of Units in each Body Corporate as members of such Body Corporate will be market related and will be communicated to the Association prior to such increase taking effect.
- 27.9 The Association may come to an agreement with the Developer for the repayment by the Association to the Developer of ongoing costs or expenses incurred by the Developer for the provision of services and the facilities within the Development.
- 27.10 No Member shall be entitled to any of the privileges of membership unless and until he shall have paid every levy and other sum (if any) which shall be due and payable to the Association or, if applicable, to the Body Corporate of which he is a member (as the case may be).
- 27.11 All levies, other than special levies which will be payable in accordance with the provisions of clause 27.2, are due and payable monthly in advance on the first day of each and every month free of any deductions or set-off of any nature, commencing from such date as the Trustees will determine.
- 27.12 Members shall be liable for payment of interest on outstanding amounts at a rate determined by the Trustees from time to time but not exceeding the maximum

annual rate permitted by law. Interest calculated at the determined rate is recoverable from the date on which the amount is due and payable to the date of payment provided that any portion of a month will be regarded as a full calendar month for the purposes of this calculation.

- 27.13 The Developer shall not be obliged to pay levies in respect of any portion of the Development, and, without detracting from the generality of the foregoing, specifically including any vacant Erf that is accordingly undeveloped or Unit, for as long as he remains the Registered Owner thereof.
- 27.14 During the Development Period, the Developer shall be liable to fund by way of a loan payment from the Developer ("**Operational Loan**") to the Association any shortfall between the income of the Association by its Members and the Association's operational expenses ("**Operating Losses**") in the instances provided for in clauses 27.15.1 and 27.15.2 below.
- 27.15 The Operating Losses (if any) will be calculated retrospectively by the Association's auditors at the end of each financial year of the Association and the Operational Loan will be payable by the Developer to the Association within 30 days from date of demand for payment by the Trustees if and when –
 - 27.15.1 the Association's income is less than the operational expenses (thereby resulting in Operating Losses); and
 - 27.15.2 the Association's accumulated reserves are not sufficient to fund Operational Losses.
- 27.16 The repayment of Operational Loan will –
 - 27.16.1 form part of the Association's annual budget;
 - 27.16.2 accrue interest at the Prime Rate; and
 - 27.16.3 be repayable before the end of the subsequent financial year, or such longer period agreed to by the Developer in writing.

- 27.17 It is recorded that 5% (five percent) of the levies payable by a Member to the Association in terms of this Constitution from time to time shall be earmarked for providing assistance to the disadvantaged communities in the Winelands area surrounding the Development. Such percentage of the levies shall accordingly from time to time be donated by the Association to public benefit organisations, registered as such in terms of the Income Tax Act No. 58 of 1962 ("PBOs"), provided such PBOs have been established for the purpose of upliftment of the disadvantaged communities in the Winelands area surrounding the Development. Such PBOs will be nominated by the Developer during the Development Period and thereafter by the Association.
- 27.18 The Association shall be allowed to introduce fines for Members who fail to comply to the Local Authority's bylaws and water restriction conditions.
- 27.19 Levy income will be exempt from tax in terms of the provisions of Section 10(1) of the Income Tax Act No 58 of 1962, as amended, provided that –
- 27.19.1 the sole object of the Association is to manage the collective interest common to all its Members, which includes expenditure applicable to the Common Property and the collection of levies for which Members are liable; and
- 27.19.2 the Association is not permitted to distribute its funds to any person other than to a similar association of persons.

28 ALIENATION AND OCCUPATION

- 28.1 A Member shall not be entitled to Alienate or transfer an Erf or a Unit (as the case may be) without the written consent of the Developer for as long as the Developer is a Member and, thereafter, by the Trustees which consent shall not be unreasonably withheld provided there has been compliance with the provisions of this Constitution.
- 28.2 Such consent shall be withheld if –

- 28.2.1 the Member in question is indebted to the Association in respect of Levies or any other amounts which the Association may in terms of this Constitution be entitled to claim from him, i.e. if the Association has not issued a clearance that all amounts owing to the Association by such Member have been paid;
- 28.2.2 if applicable, the Member as member of a Body Corporate is indebted to such Body Corporate in respect of any amounts which the Body Corporate may be entitled to claim from him, i.e. if the Body Corporate has not issued a clearance that all amounts owing to it by such Member as a member of the Body Corporate have been paid to it;
- 28.2.3 the Developer has not expressly and in writing waived its pre-emptive right in terms of clause 24;
- 28.2.4 in the case of an Erf, the proposed transferee has not agreed in writing to become a Member of the Association and to observe the Constitution for the duration of his ownership of the Erf;
- 28.2.5 if applicable, in the case of a Unit, the proposed transferee has not agreed in writing to become a member of the applicable Body Corporate and to observe the Constitution for the duration of his ownership of the Unit;
- 28.2.6 the proposed transferee does not acknowledge that upon the registration of the Erf or Unit (as the case may be) into his name, he shall *ipso facto* become a Member of the Association;
- 28.2.7 if applicable, the proposed transferee does not acknowledge that upon the registration of the Unit into his name, he shall *ipso facto* become a member of the applicable Body Corporate;
- 28.2.8 in those cases where an Erf or Unit is owned jointly and subject to an arrangement whereby the co-owners are entitled to occupy the Erf or Unit at particular times during the year, the Association is not satisfied that the transferee of an undivided share in the Erf or Unit is aware of such arrangements and has bound himself thereby; and

- 28.2.9 the amount payable in terms of clause 26.1 above has not been paid, or a satisfactory undertaking to pay against transfer has not been furnished to the Association.
- 28.3 No Member shall let or otherwise part with occupation of his Erf or Unit without the consent of the Association, which consent shall only be withheld if the Association is not satisfied that the provisions of the Estate Rules, and any other by-rules or regulations made in terms of this Constitution, have been complied with and/or is not satisfied that the Resident of the Erf or Unit has in writing agreed to be bound by same.
- 28.4 The provisions of this Constitution shall be binding upon all Members, persons on the Development and Residents.

29 CO-OWNERS AND BODIES CORPORATE

- 29.1 Where any Erf or Unit is owned by more than 1 (one) person or in the event of a Body Corporate being a Member, the co-owners or Body Corporate concerned shall elect one of their number as a liaison officer and shall notify the Association of the name and address of such liaison officer. Any notices which may be required to be given in respect of such Erf or Sectional Title Scheme, regarding the appearance or maintenance or repair thereof or the appearance or maintenance or repair of any Unit shall be given to the liaison officer and served upon such liaison officer and shall be deemed for purposes of this Constitution to have been served upon the Member concerned.
- 29.2 In the event of the co-owners failing to elect a liaison officer as aforesaid, service of notice upon any one of the co-owners shall be deemed to be service upon all the co-owners.
- 29.3 Notwithstanding the provisions of clause 29.1 above, any notice required to be served upon any Body Corporate shall be deemed to have been properly served if served in terms of clause 53 at the address given as the *domicilium citandi et executandi* of that Body Corporate.

- 29.4 In the event of any Erf or Unit being owned in undivided shares by more than 1 (one) Registered Owner on the basis that each owner of an undivided share shall be entitled to occupy the Erf or Unit for a particular period in each year, the Registered Owners shall as between them arrange the annual allocation of occupation periods to each particular co-owner and shall provide the Managing Agent with an occupation roster, if required to do so.

30 BREACH

- 30.1 The Trustees may on behalf of and in the name of the Association institute legal proceedings in accordance with the provisions of this clause 30.
- 30.2 If any Member or Resident fails in the observance of any of the provisions of this Constitution with regard to Improvements and/or the provisions of the Guide and/or fails to comply with any rules or regulations made in terms thereof, the Trustees may on behalf of and in the name of the Association serve notice on such Member or Resident calling upon him to remedy such breach within a time specified in such notice and, failing timeous compliance:
- 30.2.1 enter upon the Erf to take such action as may be reasonably required to remedy the breach and the Member or Resident concerned shall be liable to the Association for all costs so incurred, which costs shall be due and payable upon demand; and/or
- 30.2.2 call upon such Member or Resident in writing to remove or alter within a specified period any portion of the Improvements or any addition erected contrary to the provisions of this Constitution read with the Guide and, failing which, the matter shall be referred to a special meeting of the Association convened to afford Members or Residents the opportunity to give directions to the Trustees. The Resolution of the Association at such meeting shall be binding upon such defaulting Member or Resident and shall be implemented by the Trustees.
- 30.3 If any Member or Resident fails to make payment on the due date of levies or other amounts payable by such Member or resident, the Trustees may give notice to such Member or Resident requiring him to remedy such breach within

such period as the Trustees may determine and should he fail to timeously remedy his breach, the Trustees may, on behalf of the Association, institute legal proceedings against such Member or Resident without further notice and such Member or Resident will be liable for and shall pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the Association in obtaining recovery. Any notice given in terms of this clause shall attract a fee as determined by the Association and payable by such member or Resident.

- 30.4 Nothing in the foregoing shall derogate from or in any way diminish the right of the Association to institute proceedings in any court of competent jurisdiction for recovery of any money due by any Member arising from any cause of action whatsoever or for any other relief.
- 30.5 In the event of any breach of this Constitution by the members of any Member's or Resident's household or his invitees or lessees, such breach shall be deemed to have been committed by the Member or Resident himself but, without prejudice to the foregoing, the Trustees shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the Member or Resident.

31 TRUSTEES

- 31.1 The Trustees of the Association shall comprise 3 (three) Developer Trustees (for the duration of the Development Period), a maximum of 3 (three) alternate Developer Trustees (for the duration of the Development Period) and 2 (two) Member Trustees. Upon the termination of the Development Period, the Trustees for the Association shall comprise 5 (five) Member Trustees; provided that the Association may, in general meeting, vote to increase or decrease the number of Trustees.
- 31.2 A Trustee shall be an individual but need not himself be a Member provided that the majority of Member Trustees shall be Members.

- 31.3 A Trustee shall, by accepting his appointment as such, be deemed to have agreed to be bound by the provisions of this Constitution.
- 31.4 The Developer shall appoint the first Developer Trustees upon formation of the Association.
- 31.5 Subject to the provisions of clause 31.5, each Member Trustee shall continue to hold office until the second annual general meeting of the Association following his appointment, at which meeting such Member Trustee shall be deemed to have retired from office as such but will be eligible for re-election at such meeting. The Developer shall, by written notice to the Trustees, be entitled to remove any Developer Trustee appointed by the Developer and upon such removal or upon any Developer Trustee ceasing to hold office for any other reason, by written notice, appoint in their stead another person or persons.
- 31.6 A Trustee shall be deemed to have vacated his office as such upon:
- 31.6.1 his estate being sequestrated, whether provisionally or finally or upon his surrendering his estate;
 - 31.6.2 his making any arrangement or composition with his creditors;
 - 31.6.3 his conviction for any offence involving dishonesty;
 - 31.6.4 his becoming of unsound mind and or being found lunatic;
 - 31.6.5 his resigning from such office in writing;
 - 31.6.6 his death;
 - 31.6.7 his being removed from office by a resolution approved by the majority of the remaining Trustees; and
 - 31.6.8 his being disentitled to exercise a vote in terms of this Constitution provided he is a Member Trustee.

- 31.7 Notwithstanding the fact that a Trustee shall be deemed to have vacated his office as provided in clause 31.5 and 31.6, anything done by such Trustee in the capacity of a Trustee in good faith shall be valid until the fact that he is no longer a Trustee has been recorded in the Minute Book of the Trustees. Should the office of a Trustee fall vacant prior to the next Annual General Meeting of the Association, the vacancy in question may be filled by the Developer if the vacancy is in respect of a Developer Trustee, by the remaining Member Trustees if the vacancy is in respect of a Member Trustee and the person so appointed shall hold office until the next Annual General Meeting.
- 31.8 A Chairperson, who need not be a Member or a Trustee, shall preside over the board of Trustees. The first Chairperson shall be appointed by the Developer and shall hold office until the first annual general meeting provided that such office shall *ipso facto* be vacated by the Trustee who was appointed Chairperson upon his ceasing to be a Trustee for any reason.
- 31.9 Within 7 (seven) days of the holding of each annual general meeting of the Association the Trustees shall meet and shall elect the Chairperson, who shall hold office until the annual general meeting held next after his appointment, provided that if a Trustee holds the office of Chairman, such office shall *ipso facto* be vacated by such Trustee upon his ceasing to be a Trustee for any reason. In the event of any vacancy occurring in the aforesaid office, the Trustees shall meet as soon as reasonably possible to appoint a replacement in such office.
- 31.10 Within 21 (twenty-one) days of the holding of each annual general meeting of the Association the Trustees shall meet and shall elect from their own number the Chairperson who shall hold office until the annual general meeting held next after his appointment, provided that the office of Chairperson shall *ipso facto* be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason. In the event of any vacancy occurring in the aforesaid office, the Trustees shall meet as soon as reasonably possible to appoint one of their number as a replacement in such office.
- 31.11 Save as otherwise provided in this Constitution, the Chairperson shall preside at all meetings of the Trustees and all general meetings of the Association and shall perform all duties incidental to the office of Chairperson and such other duties as

may be prescribed by the Trustees or by Members and shall allow or refuse to permit guests to speak at any such meetings, provided that any such guest shall not be entitled to vote at any meetings and provided further that a Member's spouse shall be entitled to speak at any meeting.

- 31.12 If the Chairperson vacates the chair during the course of a meeting or is not present or is, for any other reason, unable to preside at any meeting, the Trustees present at such meeting shall choose another Chairperson for such meeting.
- 31.13 If any Chairperson vacates his office as Chairperson or no longer continues in office for any reason, the Trustees shall elect another Chairperson who shall hold office as such for the remainder of the period of office of the first mentioned Chairperson.
- 31.14 A Trustee shall be disqualified from voting in respect of any contract or proposed contract or any litigation or proposed litigation or any dispute, with the Association, by virtue of any interest he may have therein.
- 31.15 No contract concluded on behalf of the Trustees shall be valid and binding unless it is signed by the persons who are specifically appointed as authorised signatory in terms of the Resolution of Trustees whereby the Trustees bind the Association.
- 31.16 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as Trustees and/or Chairperson, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties unless otherwise determined by the Trustees.
- 31.17 Trustees may not make loans on behalf of the Association to Members or to themselves.

32 FUNCTIONS, POWERS AND DUTIES OF TRUSTEES

- 32.1 Subject to the express provision of this Constitution, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in

the management and direction of such business and affairs, including the right of appointment and dismissal of any Managing Agent, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by this Constitution required to be exercised or done by the Association in general meeting subject however to such regulations as may have been made by the Association in general meeting provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Trustees which would have been valid if such regulation had not been made.

- 32.2 Save as specifically provided in this Constitution, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, advocates, attorneys, auditors, architects, engineers, land surveyors, managing agents, town planners or any other professional firm or person or other employees whatsoever for any reason deemed necessary by the Trustees on such terms as the Trustees shall decide.
- 32.3 The Trustees shall have the right to vary, cancel or modify any of their decisions and resolutions from time to time.
- 32.4 The Trustees shall have the right to co-opt any person or persons chosen by them. A co-opted Trustee shall enjoy all the rights and be subject to all the obligations of the Trustees provided that such co-opted Trustee shall only serve until the next annual general meeting.
- 32.5 The Trustees may, should they so decide, investigate any suspected or alleged breach by any Member, Resident or Trustee of this Constitution in such reasonable manner as they shall decide from time to time.
- 32.6 The Trustees may make regulations and rules not inconsistent with this Constitution or any regulations or rules prescribed by the Association in general meeting –
- 32.6.1 as to the resolution of disputes generally;
- 32.6.2 for the furtherance and promotion of any of the objects of the Association;

- 32.6.3 for the better management of the affairs of the Association;
 - 32.6.4 for the advancement of the interests of Members;
 - 32.6.5 for the conduct of Trustees at meetings of Trustees and meetings of the Association;
 - 32.6.6 to levy and collect contributions from Members in accordance with clause 27;
 - 32.6.7 to levy and recover from Members moneys which are necessary to defray the necessary expenses of the Local Authority in the event of the Local Authority imposing any levies and imposts against the Association;
 - 32.6.8 to assist it in administering and governing its activities generally; and
 - 32.6.9 to impose fines in respect of Members and Residents not complying with this constitution or any rules imposed by the Association.
- 32.7 Without in any way limiting the powers granted, the duties and powers of the Trustees shall further specifically include:
- 32.7.1 the determination of what constitutes appropriate standards for residential living, maintenance, repairs, additions to and Improvements of all Erven in the Development in strict accordance with the provisions of the Guide which shall be additional to the powers of the Developer for as long as the Developer is a Member. The Trustees shall be entitled to require any Member, who shall be obliged, to repaint or renovate his Improvements if in the reasonable opinion of the Trustees such Improvements require essential repairs or have become dilapidated;
 - 32.7.2 entering into of agreements with third parties on behalf of the Association for any purposes of the Association;
 - 32.7.3 the employment on behalf of the Association of agents, servants and any other party and the payment of such persons;

- 32.7.4 the taking of steps in all matters of common interest in respect of the Association and, without detracting from the generality thereof, such as common sewage, electricity supply, water supply, landscaping, maintenance of private roads, refuse facilities, removal of refuse and suchlike, where applicable; and
- 32.7.5 the institution or defence of actions in the name of the Association and to appoint legal representatives for such purpose.

33 PROCEEDINGS OF TRUSTEES

- 33.1 The Trustees may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provisions of this Constitution.
- 33.2 Meetings of the Trustees shall be held at least once every 6 (six) months.
- 33.3 The Chairperson always has the right to convene meetings of Trustees.
- 33.4 A Trustee may, provided he has the support in writing of 2 (two) other Trustees, at any time convene a meeting of Trustees by giving to the other Trustees not less than 14 (fourteen) days written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting; provided that in cases of urgency, such shorter notice as is reasonable in the circumstances may be given.
- 33.5 A decision that could be voted on by the board of Trustees may instead be adopted by written consent of a majority of the Trustees, given in person or by electronic communication, provided that each Trustee has received notice of the matter to be decided. A decision made in the manner contemplated in this clause is of the same effect as if it had been approved by voting at a Trustee meeting.
- 33.6 The quorum necessary for the holding of any meeting of Trustees shall be 3 (three) Trustees present personally provided that, for as long as the Developer is a Member, no less than 2 (two) Trustees present are Developer Trustees. If no quorum is present within 15 (fifteen) minutes after the time for commencement

of the meeting then it shall stand adjourned for the same time and place on the following day which is not a Saturday, Sunday or public holiday and, if at such adjourned meeting, a quorum is not present within 30 (thirty) minutes after the time appointed for the meeting, the Trustees then present shall be a quorum.

- 33.7 Each Trustee will have 1 (one) vote in respect of each resolution or decision of Trustees.
- 33.8 Any Resolution of the Trustees shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against a Resolution, the Chairperson shall have a second or casting vote.
- 33.9 The Chairperson shall preside as such at all meetings of Trustees provided that, should at any meeting of Trustees the Chairperson not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, those present of the Trustees shall vote to appoint a Chairperson for the meeting who shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.
- 33.10 A Trustee may be represented at a meeting of Trustees by a proxy provided such proxy is a Trustee.
- 33.11 The instrument appointing a proxy shall be in writing and signed by the Trustee concerned but need not be in any particular form. The proxy shall be deposited with the Chairperson at any time before the time appointed for the commencement of a meeting and shall be valid only for such meeting or any adjournment thereof.
- 33.12 The Trustees shall:
 - 33.12.1 ensure that minutes are taken of every meeting of Trustees, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall then be certified correct by the Chairperson of the meeting;

- 33.12.2 cause such minutes to be kept of all meetings of the Trustees in a minute book of meetings of Trustees kept for that purpose;
- 33.12.3 keep all books of meetings of Trustees for a period of at least 10 (ten) years; and
- 33.12.4 on the written application of any Member, make all minutes of their proceedings available for inspection by such Member.
- 33.13 All Resolutions recorded in the minutes of any meeting of Trustees shall be valid and of full force and effect as therein recorded with effect from the passing of such Resolutions and until varied or rescinded, but no Resolution or purported Resolution of Trustees shall be of any force or effect or shall be binding upon the Members or any of the Trustees unless such Resolution is competent within the powers of the Trustees.
- 33.14 Save as otherwise provided in this Constitution, the proceedings at any meeting of Trustees shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.
- 33.15 The Trustees may vote upon and pass Resolutions by way of email correspondence, subject to the following conditions:
- 33.15.1 each of the Trustees must be included in all email correspondence relating to any decision to be taken by the Trustees by email;
- 33.15.2 no decision shall be taken by email if any of the Trustees requires that the matter be decided at a meeting of the Trustees;
- 33.15.3 the necessary quorum required for a decision to be taken by email will be achieved if a majority of the Trustees vote in favour of the decision by return email to each of the other Trustees; and
- 33.15.4 all Resolutions passed by email shall be recorded in the minute book containing the minutes of the meetings of the Trustees and shall be ratified at the following or any subsequent meeting of the Trustees.

34 MANAGING AGENT

- 34.1 For the duration of the Development Period, the Developer shall, in addition to the powers contained herein, have the power from time to time, if deemed necessary, to appoint in terms of a written contract, a Managing Agent to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Managing Agent, including the power to collect levies, provided that a Managing Agent shall be appointed for a year at a time, and unless the Developer notifies the Managing Agent to the contrary, such appointment will be automatically renewed from year to year.
- 34.2 After termination of the Development Period, the Trustees shall, in addition to the powers contained herein, have the power from time to time, if deemed necessary, to appoint in terms of a written contract, a Managing Agent to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Managing Agent, including the power to collect levies, provided that a Managing Agent shall be appointed for a year at a time, and unless the Trustees notify the Managing Agent to the contrary, such appointment will be automatically renewed from year to year.
- 34.3 The Association shall take out fidelity insurance to the satisfaction of the Trustees for all monies held by the Managing Agent on behalf of the Association from time to time.
- 34.4 The Developer or the Trustees (as the case may be) shall ensure that there is included in the contract of appointment of a Managing Agent a provision to the effect that if the Managing Agent is in breach of any of the provisions of his contract or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the Trustees may, without notice, cancel such contract of employment and the Managing Agent shall have no claim whatsoever against the Developer, Trustees and/or the Association as a result of such cancellation.

35 GENERAL MEETINGS OF THE ASSOCIATION

- 35.1 The Association shall, within 12 (twelve) months of the date of commencement of the Association hold a general meeting as its first annual general meeting. Thereafter, within 6 (six) months of the Financial Year end of the Association it shall hold second and subsequent annual general meetings.
- 35.2 Such annual general meetings shall be held at such time and place, subject to the foregoing provisions, as the Trustees shall decide from time to time, but subject to such meeting being held within the jurisdiction area of the Paarl Magistrate's Court or by way of electronic communication as per clause 36.1 below.
- 35.3 The Trustees may, whenever they deem fit, convene a general meeting, and a general meeting shall also be convened –
- 35.3.1 during the Development Period on a requisition of a majority of the Trustees if such demand describes the specific purpose for which the meeting is proposed; and
- 35.3.2 after the Development Period on a requisition of Members if such demand describes the specific purpose for which the meeting is proposed and in aggregate, demands for substantially the same purpose are made and signed by the holders, as of the earliest time specified in any of those demands, of at least 10% (ten percent) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting.
- 35.4 The Record Date is –
- 35.4.1 in the case of determining the Members who are entitled to receive notice of a Members meeting, the earlier of the date on which the Association gives notice of such meeting in compliance with the provisions of this Constitution and the date on which the Association is required to give notice of such meeting in terms of this Constitution; and

- 35.4.2 in the case of determining the Members who are entitled to participate in and vote at any meeting of Members, the date of the meeting,
- unless the Estate Rules provide otherwise.

36 MEMBERS MEETINGS HELD BY WAY OF ELECTRONIC COMMUNICATION

- 36.1 For purposes of this clause 36 the term “**Electronic Communication**” has the meaning set out in section 1 of the Electronic Communications and Transactions Act, No 25 of 2002.
- 36.2 The Association may conduct any Members meeting entirely by Electronic Communication or provide for participation in a meeting by Electronic Communication and the power of the Association to do so is not limited or restricted by this Constitution. Accordingly –
- 36.2.1 any Members meeting may be conducted entirely by Electronic Communication; or
- 36.2.2 one or more Members, or proxies for Members, may participate by Electronic Communication in all or part of any Members meeting that is being held in person,
- so long as the Electronic Communication employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other and without an intermediary, and to participate reasonably effectively in the meeting.
- 36.3 Any notice of any meeting of Members at which it will be possible for Members to participate by way of Electronic Communication shall inform Members of the ability to so participate and shall provide any necessary information to enable Members or their proxies to access the available medium or means of Electronic Communication, provided that such access shall be at the expense of the Member or proxy concerned.

37 NOTICES OF MEETINGS

- 37.1 Any meetings of the Members shall be called by giving not less than 15 (fifteen) Business Days' notice , as provided in clause 37.2. The notice shall specify the place, the day and the hour of the meeting and, in the case of special business in addition to any other requirements contained in this Constitution, the general nature of that business and the reasons for it shall be given in the manner hereafter mentioned or in such other manner, if any, as may be prescribed by the Trustees to such persons as are, under this Constitution, entitled to receive such notices from the Association; provided that a general meeting or an annual general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this Constitution, be deemed to have been duly called if it is agreed to by not less than 60% (sixty per centum) of Members having a right to attend and vote at the meeting.
- 37.2 The accidental omission to give notice of any Resolution or to present any document required to be given or sent in terms of this Constitution, shall not invalidate the proceedings at or any Resolution passed at any meeting.
- 37.3 Notice of the annual general meeting and/or a general meeting shall be sent to Members by email or by hand to the *domicilium citandi et executandi* of such Member as contemplated in clause 53.
- 37.4 The non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

38 PROXIES

- 38.1 A Member may be represented at an annual general meeting and/or general meeting by a proxy who must be a Member of the Association.
- 38.2 The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorised agent in writing but need not be in any particular form provided that where a Member is more than one person any one of those persons may sign the instrument appointing a proxy on such Member's behalf. Where a Member is a company, the proxy may be signed by any person

authorised by resolution of the board of directors of the company or by its secretary and, where a close corporation, by any member of such close corporation and, where an association of persons, by the secretary thereof and, where a trust, by a person duly authorised by the trustees of such trust.

- 38.3 The instrument appointing a proxy shall be lodged with the Association at least 24 (twenty four) hours before the scheduled time for the commencement of the meeting or adjourned meeting concerned. The instrument appointing a proxy shall be valid only for the specific meeting or the adjournment thereof.
- 38.4 Notwithstanding the foregoing, the Chairperson of the meeting may agree to accept a proxy tendered at any time before or during the meeting.
- 38.5 The trustees may also require, if circumstances so necessitate, the instrument appointing the proxy to be accompanied by a power of attorney or other authority under which it is signed.

39 QUORUM

- 39.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be Members holding an aggregate of not less than 15% (fifteen percent) of the total of all Members entitled to vote at such general meeting, present in person or by proxy, provided that there will always be at least 3 (three) Members present in person and provided further that, for the duration of the Development Period, the Developer is present in person or by proxy.
- 39.2 If, within 30 (thirty) minutes after the time appointed for the commencement of the meeting, a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In all other cases, the meeting shall stand adjourned to the same day in the next week at the same place and time and, if at such adjourned meeting, a quorum is not present, the Members present shall constitute a quorum.

- 39.3 If at such second adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum, provided that, for the duration of the Development Period, the Developer is present in person or by proxy for the first meeting and for the first adjourned meeting in order for a quorum to be constituted. The Developer need not be present at the second adjourned meeting for a quorum to be constituted.

40 AGENDA AT MEETINGS

- 40.1 In addition to any other matters required by legislation or by this Constitution to be dealt with at any annual general meeting, the following matters shall be dealt with at every annual general meeting:
- 40.1.1 the consideration of the Chairperson's report;
 - 40.1.2 the election of Member Trustees;
 - 40.1.3 the consideration of the financial statements of the Association for the last Financial Year of the Association preceding the date of such meeting, as approved by the Trustees;
 - 40.1.4 the presentation of the budget, as determined and approved by the Trustees, it being recorded that such budget and levies, as determined by the Trustees, are binding on Members and are presented for information purposes at the annual general meeting; and
 - 40.1.5 any other business pertinent to such meeting, including any Resolutions proposed for adoption by such meeting and the voting upon any such Resolutions.

41 PROCEDURE AT MEETINGS

- 41.1 The Chairperson shall preside as such at all meetings provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Trustees present at such meetings shall vote to appoint a

Chairperson for the meeting who shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.

- 41.2 The Chairperson may, with the consent of any meeting at which a quorum is present (and if so directed by the meeting), adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business that might have been transacted at the meeting from which the adjournment took place. No notice need to be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting unless the meeting is to be adjourned for 30 (thirty) days or more, in which event notice is to be given in the same manner as the original meeting. Only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

42 VOTING

- 42.1 At every annual general meeting or general meeting –
- 42.1.1 the Developer, during the Development Period, shall have 1000 (one thousand) votes in addition to its votes in respect of its unsold Erven;
- 42.1.2 every Member that is a Registered Owner of an Erf, including the Developer, in person or by proxy, and entitled to vote shall have 1 (one) vote for each Erf registered in his name;
- 42.1.3 if an Erf is registered in the name of more than 1 (one) person then all such co-owners shall jointly have 1 (one) vote;
- 42.1.4 in the event of any Member, including the Developer, holding undeveloped land in the Development, such Member shall have 1 (one) vote for each separate piece of land depicted as an Erf on the general plan of the Development and registered in his name;
- 42.1.5 the Members that are Registered Owners of Units in a specific Sectional Title Scheme and the relevant Body Corporate shall have a total number of votes per Sectional Title Scheme equal to the number of Normal Levies

payable by such Body Corporate to the Association, as determined in accordance with the provisions of clause 27.7.3 above, which votes shall be exercised at general meetings by a representative appointed by the relevant Body Corporate from time to time for such purpose and in accordance with the provisions of clause 42.11 below;

- 42.1.6 save as expressly provided for in this Constitution, no person other than a Member, and who shall have paid every Levy and other sum, if any, which shall be due and payable to the Company in respect of or arising out of his Membership, and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting;
- 42.1.7 if a Member is a juristic person, such Member shall be represented by such representative as the Member may determine provided that the Chairperson may disallow the vote of such representative unless he is able to produce proof to the satisfaction of the Chairperson as to his right to represent the Member;
- 42.1.8 if a Member comprises more than 1 (one) person, such Member shall be represented by such representative as the Member may determine provided that :-
- 42.1.8.1 the Chairperson may disallow the vote of such representative unless he is able to produce proof to the satisfaction of the Chairperson as to his right to represent the Member;
- 42.1.8.2 if such persons cannot decide unanimously, then the person whose name stands first in the register of Members shall be entitled to cast the vote; and
- 42.1.8.3 the vote(s) cast to the satisfaction of the Chairperson shall be final and binding upon all persons constituting the relevant Member, irrespective of any error or absence of authority.

- 42.2 Unless the Chairperson of the meeting otherwise directs, all voting shall be in writing, by way of a secret poll, which shall be taken during the course of the meeting in such manner as the Chairperson of the meeting may direct.
- 42.3 Notwithstanding the provisions of clause 42.2 above, after the Development Period, voting on the election of a Chairperson a general meeting (if necessary) or any question of adjournment, shall be decided on a show of hands by a majority of the Members present in person or by proxy, and entitled to vote.
- 42.4 Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not so seconded, shall be deemed not to have been proposed.
- 42.5 An Ordinary Resolution or the amendment of an Ordinary Resolution, shall be carried on a simple majority of all the votes cast thereon, by Members present in person or by proxy and entitled to vote at the meeting, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.
- 42.6 A vote cast under a proxy, power of attorney, or other authority, which has been revoked, shall nevertheless be valid unless :-
- 42.6.1 written notice of the revocation is received by the Association prior to the meeting concerned; or
- 42.6.2 the Chairperson of the meeting agrees to accept written or oral notice of such revocation at the meeting.
- 42.7 No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is cast and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

- 42.8 If any difficulty or dispute arises regarding the admission or rejection of a vote, or regarding any other matter, such difficulty or dispute is to be determined by the Chairperson, whether or not scrutineers have been appointed to count the votes and his decision shall be final and conclusive.
- 42.9 Read with clause 42.7, unless any Member present in person or by proxy at a general meeting shall, before the closure of the meeting, have objected to any declaration made by the Chairperson of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairperson shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the Chairperson of the meeting as to the result of any voting at the meeting.
- 42.10 Any resolution which could be passed at a general meeting (other than a Special Resolution) may be passed without a meeting being held if one or more copies of the resolution are signed by or on behalf of all the Members entitled to vote.
- 42.11 A Body Corporate shall be entitled to attend any annual general meeting or general meeting of the Association, but may only vote in respect of matters which also materially and directly impact upon the rights and obligations of the Registered Owners of Units as members of the Association.

43 SPECIAL RESOLUTIONS

- 43.1 Any Special Resolution or an amendment of a Special Resolution, shall be caused at a general meeting of which not less than 15 (fifteen) Business Days' notice has been given specifying the intention to propose the resolution as a Special Resolution, the terms and effect of the resolution and the reasons for it and at which –
- 43.1.1 Members holding in the aggregate not less than 25% (twenty five percent) of the total votes of all the Members, are present in person or by proxy; and
- 43.1.2 the resolution has been passed on a show of hands by not less than 75% (seventy five percent) of the number of Members entitled to vote on a show of hands at the meeting who are present in person or by proxy, or where a poll has been demanded, by not less than 75% (seventy five percent) of the total votes to which the Members present in person or by proxy are entitled.
- 43.2 Special Resolutions are required for the following matters:
- 43.2.1 after the Development Period, for Erven forming Private Spaces and Erf 42558 to be –
- 43.2.1.1 sold;
- 43.2.1.2 mortgaged; or
- 43.2.1.3 subjected to any rights, whether registered in a Deeds Registry or not, of use, occupation and servitude, save as specified in the said conditions of establishment, and save as such rights as are enjoyed by the Members in terms hereof, without the sanction of a special resolution of the Association;
- 43.2.2 the Association may, in its discretion, permit the Members, subject to the provisions of this Constitution, to use the Private Spaces and Erf 42558 and shall do so unless by special resolution taken at an extraordinary general meeting called for the purpose, it is otherwise resolved for good reason;

- 43.2.3 for a Member to operate or conduct a time-sharing scheme as contemplated in the Property Time-Sharing Control Act No 71 of 1983, as amended, in respect of any dwellings or Units owned by him save where such scheme arises from co-ownership or syndication involving not more than 2 (two) Members per bedroom per unit, unless the Members by special resolution resolve otherwise;
- 43.2.4 amending this Constitution;
- 43.2.5 ratifying actions by the Association or the Trustees in excess of their authority in terms of this Constitution;
- 43.2.6 disposing of all or a greater part of the assets of the Association;
- 43.2.7 increasing the levy contributions payable by the Members by 80% (eighty percent) or more from one year to the next; and
- 43.2.8 winding-up or dissolving the Association.

44 MINUTES OF MEETINGS OF THE ASSOCIATION

- 44.1 The Trustees shall:
 - 44.1.1 ensure that minutes are taken of every meeting of the Association, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall then be certified correct by the Chairperson of the meeting; and
 - 44.1.2 cause such minutes to be kept of all such meetings of the Association in a minute book of meetings of the Association kept for the purpose.
- 44.2 The Trustees shall keep all minute books of meetings of the Association for a 10 (ten) year period.
- 44.3 On the written application of any Member the Trustees shall make all minutes of the proceedings and/or meetings of the Association available for inspection by such Member.

- 44.4 All Resolutions recorded in the minutes of any meetings of the Association shall be valid and of full force and effect as therein recorded, with effect from the passing of such Resolutions, and until varied or rescinded, but no Resolution or purported Resolution of the Association shall be of any force or effect, or shall be binding upon the Members or any of the Trustees, unless such Resolution is competent within the powers of the Association.
- 44.5 Save as otherwise provided in this Constitution, the proceedings at any meeting of the Association shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

45 FINANCIAL YEAR END

The financial year end of the Association is the last day of February of each year.

46 ACCOUNTS

- 46.1 The Trustees shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the Association including:
- 46.1.1 a record of the assets and liabilities of the Association;
 - 46.1.2 a record of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure occur;
 - 46.1.3 a register of Members showing in each case their addresses; and
 - 46.1.4 individual ledger accounts in respect of each Member.
- 46.2 On the application of any Member the Trustees shall make all or any of the books of account and records available for inspection by such Member.
- 46.3 The Trustees shall cause all books of account and records to be retained for a period of 10 (ten) years after completion of the transactions, acts or operations to which they relate.

- 46.4 The Association in general meeting or the Trustees may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by Members of the accounts and books of the Association, or any of them, and subsequent to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.
- 46.5 At each annual general meeting the Trustees shall lay before the Association financial statements for the immediately preceding Financial Year of the Association or, in the case of the first period since the date of commencement of the Association, made up for that period. Such financial statements shall be drawn up in accordance with generally accepted accounting practise and shall be accompanied by such additional reports as may be necessary at the discretion of the Trustees.

47 DEPOSIT AND INVESTMENT OF FUNDS

- 47.1 The Trustees shall cause all moneys received by the Association to be deposited to the credit of an account or accounts with a registered commercial bank or money market unit trust fund in the name of the Association and, subject to any direction given or restriction imposed at a general meeting of the Association, such moneys shall only be withdrawn for the purpose of payment of the expenses of the Association or investment.
- 47.2 The Trustees will set up reserve accounts for funds that are held over and above one year's working capital requirements. These reserves may be invested in accordance with the Association's investment policy as approved by the Trustees from time to time.
- 47.3 Interest on moneys invested shall be used by the Association for any lawful purpose in the interest of the Association.

48 AUDIT

- 48.1 The Trustees have the right to appoint or remove the Association's Auditors from time to time.

- 48.2 Once at least in every year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors.
- 48.3 The duties of the Auditors shall be regulated in accordance with general practise and applicable professional standards.

49 INDEMNITY

- 49.1 All the Trustees managers, servants, agents or employees of the Association are indemnified by the Association against any liabilities bona fide incurred by them in their capacities as such and in the case of the Chairperson in his capacity as Chairperson, as well as for all costs, losses and expenses (including travelling expenses) which they may incur or become liable for by reason of any authorised contract entered into, or any authorised act or deed done, in the discharge of any of their duties and, without detracting from the generality thereof, whether defending any proceedings, civil or criminal or otherwise in which relief is granted by a court.
- 49.2 A Trustee shall not be liable for the acts, or omission of the Auditors or of any of the other Trustees whether in their capacities as Trustees or as Chairperson or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of any security in or upon which moneys of the Association are invested or for loss or damage arising from the insolvency or wrongful act of any person with whom any moneys, securities or effects are deposited or for any loss or damage occasioned by any error of judgement or oversight on his part or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties or in relation thereto unless occurring as a result of mala fides, breach of duty or breach of trust.

50 DEFAMATION PRIVILEGE

- 50.1 Every Member of the Association and every Trustee shall be deemed by virtue of his membership or, as the case may be, his holding office as a Trustee, to have waived as against every other Member, the Chairperson, every other Trustee, and everybody else engaged to perform the function or duty on behalf

of or for the benefit of the Association, or the Trustees, or any sub-committee, all claims and rights of action which such Member or Trustee might otherwise have had in law arising as a result of any statement, report, complaint or notice of or concerning such Member or Trustee, or any reference to such Member or Trustee, provided that the following are present –

- 50.1.1 the statement, report, complaint, notice or reference ("**the Relevant Statement**") is made in the performance or exercise of any right, function or duty of the person making the Relevant Statement; and
- 50.1.2 the Relevant Statement is made at a Trustees' meeting, Members' meeting, disciplinary hearing, litigation proceedings or arbitration proceedings or any other formal proceedings convened in terms of this Constitution or the Estate Rules ("**the Formal Proceedings**") or any other meeting related to the furtherance of such Formal Proceedings.

51 OWN RISK

Any person using any of the services, land or facilities of the Association does so entirely at his own risk.

52 ARBITRATION

- 52.1 Should any dispute, question or difference arise between Members, Trustees, Residents, the Association or either one of them as the case may be in regard to:
 - 52.1.1 the interpretation of;
 - 52.1.2 the effect of;
 - 52.1.3 their respective rights or obligations under;

this Constitution and / or the Estate Rules, such dispute shall, subject to a Member's right to refer such dispute to the Ombud for determination, be decided by arbitration in the manner set out in this clause 52.

- 52.2 In respect of any claim arising from non-payment of levies or any other amount due by a Member to the Association in terms of this Constitution, the Association and Trustees shall continue to enjoy common law rights and shall not be required to proceed to arbitration and shall not be precluded from instituting proceedings in any court of competent jurisdiction.
- 52.3 The arbitration referred to in clause 52.1 shall:
- 52.3.1 be conducted in an informal summary manner on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures relating to pleadings or discovery or the strict rules of evidence; and
- 52.3.2 commence as soon as reasonably possible after it is demanded and with a view to its being completed within 30 (thirty) days after it is demanded; and
- 52.3.3 be held under the provisions of the Arbitration Act of the Republic of South Africa (as amended or replaced from time to time) except insofar as the provisions of this arbitration clause shall apply.
- 52.4 The arbitrator shall be a practicing senior counsel or attorney of not less than 5 (five) years standing appointed by agreement between the parties to the arbitration within 7 (seven) days of being called upon to make such appointment and failing such agreement within the 7 (seven) day period, appointed by the Chairperson of the Cape Bar.
- 52.5 The arbitrator shall in giving his award have regard to the principles contained in this Constitution and he shall decide the matter as submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of Law need not be observed or be taken into account by him in arriving at his decision. The arbitrator's decision shall be presented within 10 (ten) days after the completion of the arbitration in a written document and he shall state the reasons for his decision therein. The arbitrator may determine that the cost of the arbitration be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.

- 52.6 Each of the parties to the arbitration irrevocably agree that the decision of the arbitrator made at such arbitration proceedings:
- 52.6.1 shall be final and binding on each of them;
- 52.6.2 shall be carried into effect immediately; and
- 52.6.3 may be made an order of any Court to whose jurisdiction the parties are subject.
- 52.7 Notwithstanding anything to the contrary contained in this clause 52, the Trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of this Constitution, including the Guide.

53 DOMICILIUM

- 53.1 The Trustees shall from time to time determine the address constituting the *domicilium citandi et executandi* of the Association, subject to the following:
- 53.1.1 such address shall be the address of the Chairperson or of a resident Trustee nominated by the Trustees or the address of any duly appointed Managing Agent;
- 53.1.2 the Trustees shall give notice to all Members of any change of such address.
- 53.2 The *domicilium citandi et executandi* of each Member shall be the street address of the Member's Erf.
- 53.3 The *domicilium citandi et executandi* of each Resident shall be the street address of the Erf or Unit which such Resident occupies.
- 53.4 It shall be competent to give notice by email where the Member's or Resident's email address is recorded with the Trustees.

- 53.5 A Member or Resident who has furnished an electronic address to the Association or to his Body Corporate authorises the Association to use that electronic address and to use electronic communication to give any notices, documents, records, legal process or statements or notices of availability of the foregoing which the Association is required to or wishes to serve upon the Member or Resident.
- 53.6 A Member or Resident may by notice in writing to the Trustees alter his domicilium, provided such new address may not be a post office box or post restante and provided such address is within the Republic of South Africa and shall not be effective until 14 (fourteen) days after receipt of such notification.
- 53.7 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Member or Resident shall be adequate written notice or communication to such Member or Resident notwithstanding that it was not sent to or delivered at his *domicilium citandi et executandi*.
- 53.8 Any notice to a Member or a Resident:
- 53.8.1 delivered by hand to a responsible person at his *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 53.8.2 sent to him by electronic mail shall be deemed to have been received on the date and at the time recorded by the computer used by the Association, unless there is conclusive evidence that it was delivered on a different date or at a different time.

54 AMENDMENT

- 54.1 No provision hereof shall be added to, amended, substituted or repealed without the prior consent in writing of:
- 54.1.1 the Local Authority if such amendment affects the Local Authority if it in any way amounts to an amendment of the requirements set out in section 29(3) of the By-Law, and

- 54.1.2 the Community Scheme Ombud Service, only insofar as may be applicable;
and
- 54.1.3 the Developer for as long as the Developer is a Member.
- 54.2 Clause 26 and this clause 54 may not be amended without the Developer's prior written consent.
- 54.3 Subject to the provisions of clause 54.1, such addition, amendment, substitution, or repeal shall require the passing of a Special Resolution adopted at an annual general meeting or general meeting of the Members, subject thereto that during the Development Period the Developer shall be entitled to add, amend, substitute, or repeal this Constitution in its sole and absolute discretion, subject to the prior consent in writing of the Local Authority.
- 54.4 The Developer shall be entitled to make additions or amendments to this Constitution, in its discretion, provided that –
- 54.4.1 such addition or amendment is required by a financial institution, as a prerequisite or condition for the Developer to secure development finance in respect of the Estate; and
- 54.4.2 such addition or amendment is approved by the Local Authority.

55 DISSOLUTION OF ASSOCIATION

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

PRELIMINARY SDP OF THE DEVELOPMENT

(see next page)

Zoning and Land Use Development Schedule						
Erf	Zone	Land Use	Area (ha)	%	No. of Units / Erven	Nett Density (Units/ha)
1 - 368	Conventional Housing	Dwelling House	11.60	56	368	32
369 - 399	Open Space	Private Open Space	3.34	16		
400	Community Use	Estate Facilities / Clubhouse	0.41	2		
401	Community Use	Creche	0.22	1		
402 - 408	Transport	Private Road	5.31	25		
Total			20.88	100	368	



tv3 ARCHITECTS
TOWN PLANNERS
URBAN DESIGNERS

FIRST FLOOR, LA GRATITUDE OFFICE BUILDING | 97 DORP STREET
STELLENBOSCH 7600 | TEL +27 (21) 861 3800 | www.tv3.co.za

**Paarl Valleij
Lifestyle Estate**

Drawing:	SDP	Plan no.:	1
Date:	19/01/2024	Scale:	1:2000 (A2)
Project no.:	P3354	Drawn:	WH
		Checked:	MW

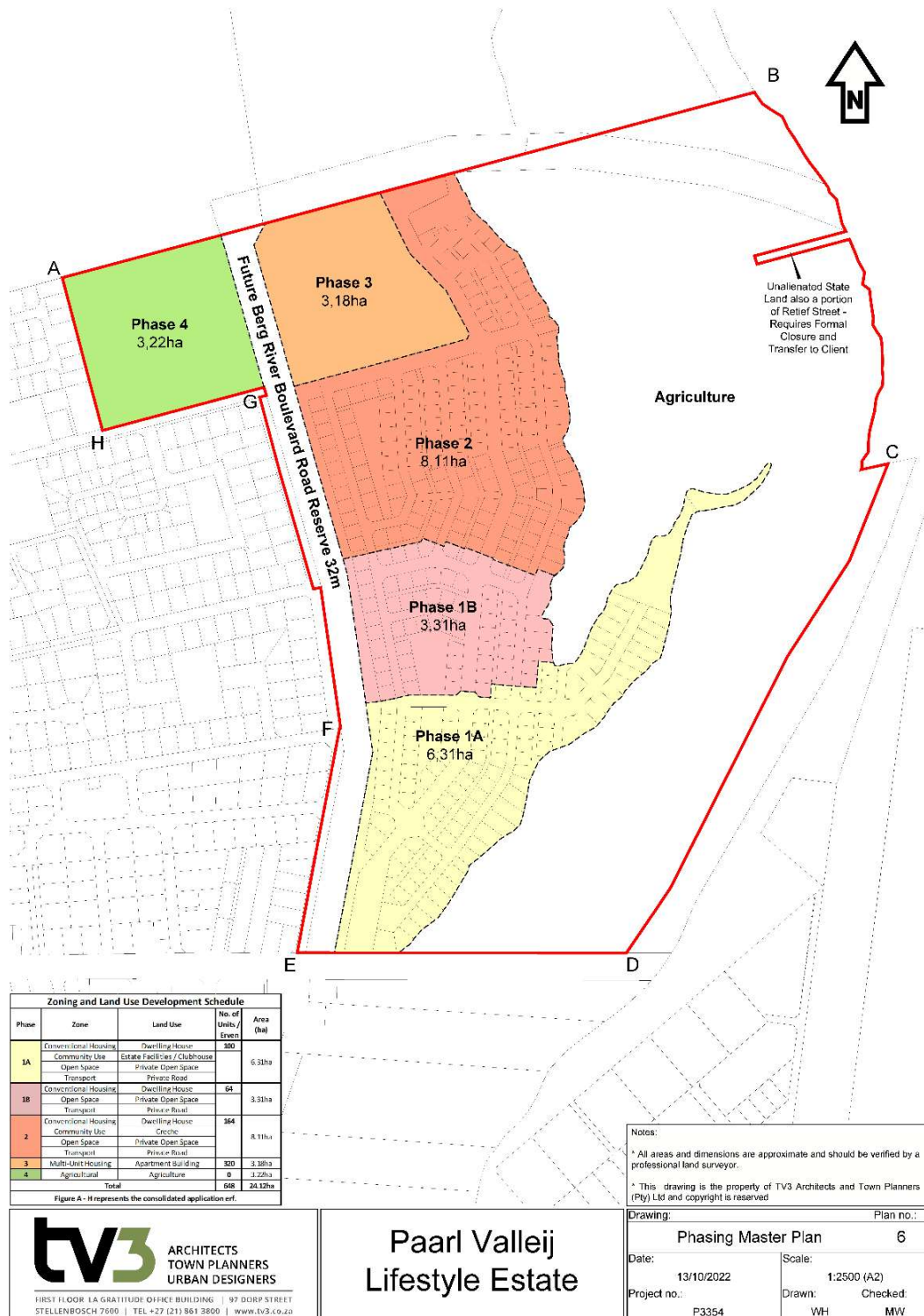
Paarl Valleij HOA Constitution
11 December 2024
Subject to approval by the Drakenstein Municipality

SDP FOR PHASE 1

(see next page)



PHASING PLAN



THE GUIDE



PAARL VALLEIJ

LIFESTYLE ESTATE & FARM

PAARL VALLEIJ LIFESTYLE ESTATE HOMEOWNERS' ASSOCIATION

ARCHITECTURAL AND LANDSCAPE DESIGN GUIDELINES

("THE GUIDE")

Revision – 30 January 2024

Index

PAARL VALLEIJ LIFESTYLE ESTATE HOMEOWNERS' ASSOCIATION: ARCHITECTURAL DESIGN GUIDELINES

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PAARL VALLEIJ LIFESTYLE ESTATE HOMEOWNERS' ASSOCIATION: ARCHITECTURAL DESIGN GUIDELINES

1 INTRODUCTION

- 1.1 This design control document manages the development of the architectural and environmental identity of the Estate. It has been prepared by the Developer and its professional team in consultation. The Developer, Design Review Committee, Building Control Office and Controlling Architects will ensure that the guidelines are complied with during the design and construction phases.
- 1.2 The design control document has been carefully developed so as to establish a distinct collective architectural identity throughout the Estate without unnecessarily inhibiting the individual owner's creativity and style.
- 1.3 The site controls, common forms and specific elements that form the aesthetic signature and architectural DNA of the Estate and the control of these elements are set out in this document.
- 1.4 The intention of this document is to ensure that the full potential of the Estate will be realised as it is being developed and that each of the individual homes make their contribution to this built environment which will, in turn, maintain and grow the investment that the individual Homeowners have made in their property. The Homeowners are free to choose their own Architects subject to the condition that these guidelines and specific controls form the basis of any house design or alteration.
- 1.5 **Controlling Architects:**
- 1.5.1 Estate Architects (Pty) Ltd
- 1.5.2 Tel: (082) 551 6543
- 1.5.3 Contact Person: Stephen Whitehead
- 1.5.4 Email: stephen@estatearchitects.co.za

1.6 **Controlling Landscape Architects:**

As appointed by the HOA from time to time

1.7 **Paarl Valleij Lifestyle Estate HOA Office:**

1.7.1 Address: _____

1.7.2 Tel: (021) _____

1.7.3 Email: HOA@parlvalleij.co.za

2 **INTERPRETATION**

In this document, unless inconsistent or otherwise indicated by the context

2.1 **“Estate”** means the development known as *“Paarl Valleij Lifestyle Estate”*, being the full title residential units to be constructed on Erf 42556 Paarl, situated in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province and measuring approximately 53,0051HA in extent;

2.2 **“the Deed of Sale”** means the written deed of sale in respect of a Property, concluded between the Developer or a Homeowner (as the seller) and a new purchaser who will become a Homeowner on registration of transfer of the relevant Property;

2.3 **“Developer”** means the term as it is defined in the HOA Constitution;

2.4 **“the/this Guide”** means this "design control document" which contains the written rules (which are enforceable);

2.5 **“the HOA”** means the Paarl Valleij Lifestyle Estate Homeowners’ Association created, or to be created, in terms of Section 29 of the Drakenstein By-law on Municipal Land Use Planning, 2015 in respect of the Estate;

2.6 **“the HOA Constitution”** means the constitution of the HOA from time to time and it includes without limitation all annexures thereto and rules promulgated thereunder from time to time, and which requires, inter alia, the Homeowners to comply with the Guide

and any additional environment controls in the construction of buildings and/or houses on the Property;

2.7 **“Homeowner”** means the registered owner of a Property who acquired such Property in terms of the Deed of Sale; and

2.8 **“Property”** means a Property forming part of the Estate.

3 **GENERAL PRINCIPLES AND PLAN SUBMISSION**

3.1 The Guide can be downloaded from the Website. It is the responsibility of the Architect appointed by the Homeowner to ensure that the current Guide is used, and the Developer and the HOA reserve the right to update the Guide from time to time, in accordance with the provisions of the HOA Constitution.

3.2 In order to optimise the manner in which the buildings on the Estate use their individual locations and respond to contextual constraints it is a requirement that the Architect employed by the Homeowner visit the site, familiarise himself with the site constraints and opportunities *inter alia* (among others but not limited to) access, existing infrastructure, topography, soil conditions, cadastral extent and limitations, prevailing weather conditions, summer and winter sun angles, distant views and adjacent views and view corridors. A sketch illustrating the analysis of the site and the predominant building responses to the specific site conditions must accompany any building plan submission to fully illustrate this process. This sketch may be rough but should provide sufficient information to clearly illustrate how the building submission responds to the specific site and may be accompanied by photographs, charts or any other relevant information which informed the design.

3.3 Each submission shall either have a full coloured and shaded rendering or a three-dimensional perspective illustrating the proposed work.

3.4 All building plans submitted for approval must be accompanied by a landscape plan compliant with the requirements of the Guide.

3.5 A committee constituted by the HOA (**“Design Review Committee”**) will meet with regular intervals to consider the plan submissions which will be tabled and presented to them by the Controlling Architect. In order for a submission to be tabled at a meeting the full submission, including all architectural and landscape drawings (PDF’s), completed

submission forms, any supporting documents and proof of payment of submission fees must have been received electronically by 12h00 2 (two) working days before the meeting is scheduled to take place. The meeting schedule can be obtained from the Controlling Architects or the HOA's Building Control Office.

- 3.6 The outcome of any submission tabled to the Design Review Committee will be communicated by the Controlling Architect to the Architect who made the submission within 5 (five) working days of the meeting having taken place.
- 3.7 On approval of a submission by the Design Review Committee, the Controlling Architect shall endorse the drawing pack which may then be submitted to the local authority by the applicant. Approval by the HOA is valid for a period of 12 (twelve) months from the date of endorsement noted on the approved drawings. Should construction work not commence on site within 12 (twelve) months of the Design Review Committee approval, such approval shall lapse and it is a requirement that a new submission is to be made to the Design Review Committee for approval, irrespective of any previous committee or local authority approvals.
- 3.8 The Design Review Committee's approval does not exempt the applicant from any other legislation, bylaws or regulations that may be applicable by any statutory body with control over the Estate.
- 3.9 The Architect making the application is responsible for ensuring that any submissions which may deviate from these guidelines shall be accompanied by a fully motivated waiver application. Where the Controlling Architect and the duly appointed Design Review Committee feel that the waiver will promote good architecture and the interests of the overall built environment on the Estate, they may approve such a waiver. No waiver granted in this process will create a precedent for approval of future waiver applications or be construed to modify the Guide or the Estate rules in any way.
- 3.10 The Controlling Architects and the Building Control Office may inspect the buildings for compliance with the approved drawings as the work progresses but it remains the responsibility of the owner or his agents to ensure compliance of the built work with the approved drawings. On completion the Controlling Architect or the Building Control Office will inspect the completed building to ensure external compliance of the building with the approved drawings prior to issue of an Occupation Certificate by the Estate.

- 3.11 Each drawing submitted shall have the following disclaimer added to the title block: *"It is acknowledged and understood that any submissions which are approved, do not include automatic approval of any plan and/or structure, which may deviate from any requirement in the Estate's Design Guidelines. For any such deviation, the application is to be accompanied by a fully motivated waiver application requesting such extra approval. Only once such waiver application is approved, may such deviation be included on the plans submitted. No waiver granted in this process will create a precedent for approval of future waiver applications or be construed to modify the rules in any way."*

4 PLANNING CONTROLS

4.1 DENSITY, HEIGHT AND COVERAGE OF BUILDINGS

4.1.1 DENSITY:

Only one dwelling unit per erf is permitted except where noted otherwise by the Developer during the Development Period or by the HOA after the Development Period and no further subdivision of any of the residential stands by purchasers shall be allowed without the consent of the Developer during the Development Period or the consent of the HOA after the Development Period.

4.1.2 HEIGHT:

Generally, the buildings are limited to a height of 8.0 m.

All buildings are measured from natural ground level to apex of the roof. The Controlling Architect will determine this according to the existing site survey plan or existing approved drawing which is to be provided by the applicant. Each plan submission is to include the survey drawing of the site as well as the proposed levels or contours of the finished project and the levels of any concrete slabs and surface beds.

4.1.3 COVERAGE:

- 4.1.3.1 The initial building shall not be smaller than 100m² and this figure will include any garage or covered patio or open-sided hard covered area.

- 4.1.3.2 All hard roofed patios, verandas, and similar areas are to be included in all coverage calculations.

4.2 BUILDING LINES

4.2.1 STREET BOUNDARY:

4.2.1.1 General:

- 4.2.1.1.1 Single storey set back min 3.5m from the erf boundary.

- 4.2.1.1.2 Double storey set back min 5.0m from the erf boundary

- 4.2.1.1.3 Garages set back min 5.0m from erf boundary.

- 4.2.1.1.4 Pergolas set back min 1.0m from erf boundary.

- 4.2.1.2 Where a property is bounded by two or more streets the street facing boundary will be deemed to be that edge across which vehicular access is taken. The same building lines as for side and rear will apply to boundaries other than the deemed street boundary.

4.2.2 GARAGES AND COVERED PARKING:

- 4.2.2.1 Garages are to be set back per clause 4.2.1.1, waiver of this requirement will be considered where the garage entrance is turned through 90 degrees to the street and windows and shutters are introduced onto the street facing façade. Innovative methods of managing the scaling effect of the garages on the streetscape may be evaluated on individual merit.

4.2.3 SIDE SPACE:

4.2.3.1 General

- 4.2.3.1.1 Single storey 1.5m (minimum) in estate generally.

- 4.2.3.1.2 Double storey 2.5m (minimum) in estate generally.

- 4.2.3.2 Only in unique circumstances may a relaxation of building lines be considered by the HOA and the Controlling Architects. Any such relaxation will still be subject to final Local Authority approval.

4.3 DRIVEWAYS

- 4.3.1 The driveway access to the road may not exceed 6.0m in width where it crosses the erf boundary. Where multiple accesses are used the total width of the driveway at the boundary shall not exceed 6.0m. Driveways are to be extended from the erf boundary to the adjoining kerb.
- 4.3.2 Driveway materials are to be clay brick pavers (colour – De Hoop red), exposed aggregate surface beds with a brown aggregate or a combination of these two.
- 4.3.3 Trees on the sidewalk may not be removed and Homeowners and their Architects are to design to accommodate these. The existing positions must be shown on submission.

4.3.4 SLEEVES

- 4.3.4.1 Crossing sleeves- each Homeowner is to provide 2x 100mm PVC sleeves, solely for the use of the HOA, complete with draw wires, in the sidewalk below their driveway. The sleeves are to be situated alongside one another at 1000mm back off the road kerb, 500mm deep and are to extend a minimum of 600mm past the edge of the driveway.
- 4.3.4.2 Data sleeves- each Homeowner is to provide 2x 50mm PVC sleeves, complete with draw wires, from a point 1000mm from the data manhole in the sidewalk (HOA will arrange pointing out) to run 1000mm back off the street kerb and then making a single slow bend onto the property at the driveway, and a single slow bend upward to terminate in a box in the garage at 1.5m above the FFL. This box to be fitted with a further extension and draw wire to the ceiling level.
- 4.3.4.3 All sleeves are to be clearly indicated and detailed on the submission drawings. Where any sleeves are indicated other than as per above the DRC and HOA are to be advised of the alternative positions in writing.

4.4 BOUNDARY WALLS

4.4.1 STREET FACADE (WALLS)

- 4.4.1.1 The facade should ideally be left open and the use of (natural and indigenous) landscaping onto the facade is encouraged.
- 4.4.1.2 Low masonry walls with a simple defined base and coping and a maximum height not exceeding 900mm will be permitted along these boundaries. These may be topped with a wrought steel panel, meeting the minimum decorative requirement, consisting only of horizontal and vertical elements, typically to match any handrails and balustrades (see clause 4.4.1.4 for requirement for columns). Full details of the proposed panels must be submitted with the plans for approval.
- 4.4.1.3 The combined height of any wall and wrought steel panel shall not exceed 1800mm above the natural ground level.
- 4.4.1.4 Masonry columns are required to break walls and wrought steel panels and are to be repetitive (min 330mm thick) in a vertical rhythm at min 3m centres with an expressed or decorative coping unless specifically waived by the Design Review Committee.
- 4.4.1.5 No gates may be higher than the adjoining wall and full detail of any gates is required with the submission.

4.4.2 SIDE AND REAR BOUNDARIES (WALLS AND FENCES)

- 4.4.2.1 Wall types permitted under clause 4.4.1 will be permitted to the side and rear boundaries.
- 4.4.2.2 Solid walls between the erven shall never exceed 2100mm in height and the length of wall exceeding 900mm in height may not exceed a total length of 25% of the total combined length of the erf perimeter.
- 4.4.2.3 No masonry boundary wall between the house and street or green spaces, exceeding 900mm in height will be permitted ahead of a line extending the

plane of the façade of the house to the side boundaries except where the aesthetic committee considers these to be integral to the design of the house.

4.4.2.4 An enclosed drying yard is required. Walls enclosing the drying yard must be 2100mm high solid walls and any gates are to be either solid or so positioned that they screen the interior of the yard from view.

4.4.2.5 Side & rear boundaries may also be enclosed using Black powder coated fencing and posts to match the developer installed fences provided that they are linked to the building with a masonry wall projected from the boundary to the side façade of the house.

4.4.2.6 Where slope of the natural ground requires it the boundary walls shall be stepped to ensure compliance with the height restrictions relative to the original natural ground level.

4.4.3 SCREEN WALLS

4.4.3.1 Where a screen wall or panel is required to a boundary in lieu of a fence this will be approved where the wall does not exceed 6m in length or 1.5m in height and is suitably ended or defined by columns .

4.4.3.2 In certain cases, screen walls, higher than 1.5m, between the building line and boundary may be allowed to screen pools and other private areas. The positioning, height and extent of these walls has to be approved by the Design Review Committee.

4.4.3.3 In isolated cases where there are multiple boundaries to the POS it may be necessary or desirable to allow yard or screen walls to the boundary or to erf corners, such cases will be evaluated on their individual merits and must be accompanied by a fully motivated waiver.

4.4.4 FULL DETAILS OF BOUNDARY WALLS

- 4.4.4.1 Full elevations and sections for all boundary walling indicating existing and finished ground levels as well as all applicable wall heights, details and wrought steel panels forming a part of the wall required with submission.

4.4.5 RETAINING WALLS

- 4.4.5.1 It is intended that FGL to the boundaries be retained as close to the existing levels as possible. No boundary wall may be used to retain more than 300mm of soil above the NGL. Any retaining wall shall be designed by an engineer and may not raise the soil in increments of more than 500mm before another 500mm setback is created.

5 DEVELOPMENT CONTROLS FORM, ELEMENTS AND MATERIALS

5.1 ROOFS

- 5.1.1 Profiled secret fix steel sheeting in Colorbond Ultra Matt sheet in either Granite Matt or Iron Matt colour.
- 5.1.2 All main roof pitches are to be either 30° or 45°.
- 5.1.3 Bargeboards or overhangs not permitted on gables to pitched roof ends.
- 5.1.4 Secondary roofs of steel sheet to match main roof may vary between 3° and 10° and must be surrounded by masonry parapets on three sides.
- 5.1.5 Eaves overhangs are not permitted and fascias must be flush with the walls.
- 5.1.6 Flat concrete roof portions will be allowed as links between pitched roof elements. The extent of flat roofs is limited 25% of the total area of the roof measured on plan. All flat roofs are to be constructed of concrete and to have a finishing layer of grey stone chip laid over any waterproofing.
- 5.1.7 Chimneys are generally to be of masonry work in a finish as permitted for walls. Chimneys of metal, finished to match the colour of the roof are permitted where these project through the roof in such a position that their visual effect is limited

and that they do not project either higher than any adjoining ridge or a maximum of 1m above the point where they exit the roof.

5.1.8 Exposed steel chimney flues may not exit through or be fixed externally to walls.

5.1.9 Any PV Panel or solar collector panels are to be mounted in the same plane as the roof and frames and brackets are to be coloured to match the roof finish. Installation and extent must be shown on the submission drawings. No reticulation or cabling may be routed in such a way that it is visible externally.

All rainwater goods which are exposed to be painted to match wall or roof.

5.2 WALLS

5.2.1 **The following wall finishes are permitted:**

5.2.1.1 Smooth plaster and paint. (Colour to be Arniston White)

5.2.1.2 Stone clad walls using Malmesbury shale in limited feature areas.

5.2.1.3 Integral coloured rendered wall coatings such as Marmoran, Gama Zenith and Earthcote within the approved palette are permitted.

5.2.1.4 Fairface or similar textured areas may be permitted where these are limited in extent and painted to match balance of the house. Full extent and intended detail of such finishes to be included on submission drawings for approval.
(rule)

5.2.1.5 Plaster bands, expressed lintols and cill details are encouraged.

5.2.1.6 Designers are encouraged to use the wall finishes in combinations

5.2.2 **The following accent finishes are permissible:**

5.2.2.1 Stone clad walls using Malmesbury shale in limited feature areas.

5.2.3 A single field colour and one accent colour and maximum of one other external finishes may be chosen from the approved palette. Note that the location and extent

of any accent colour must be clearly marked on the submission drawings for approval.

5.2.4 The approved colour palettes are available from: BCO@PaarlValleij.co.za.

5.3 WINDOWS, SHUTTERS AND EXTERNAL DOORS

5.3.1 Only the following materials are permitted:

5.3.1.1 Aluminium - powder / epoxy coated or uPVC in dark grey, light grey or white.

5.3.2 Window and shopfront proportions shall be either square or such that height exceeds width when measured from edge of plaster opening to edge of plaster opening.

5.3.3 Corner windows are permitted subject to compliance with proportion controls and overhangs. The horizontal dimension of any corner window shall be the sum of the two adjacent sides.

5.3.4 In the event that burglar bars are fitted these must be internal and should be aligned with the windows, mullions and transoms.

5.3.5 Large doors and windows, or elements wider than high, will be permitted where screened or recessed a minimum of 900mm behind the outer line of a pergola, verandah or other accepted shading device.

5.3.6 Front doors shall be simple and to match the windows and door in material and finishes. Frameless glass doors will be permitted subject to being recessed 900mm behind a shading element.

5.3.7 Garage doors may be either of a single (2440mm) or double (4880mm) door width and may be either sectional overhead or tilt up type with a simple horizontal or vertical pattern. Additional detail in the form of glazing is encouraged but full detail must be submitted for approval where this is proposed.

5.3.8 Shutters are required to a minimum of one street facing door or window.

5.3.9 Shutter colours are to match the external window and door colour. Any alternative colours are to be specifically submitted to the Design Review Committee for approval.

5.3.10 Glazing shall be clear except where UV protection is required where a grey or smoke tint may be permitted. Note that where this is intended it must be clearly stated on the building plan submission. Coloured tints (other than grey) as well as silver or other metallic colours, tints, interlayers or films are specifically prohibited.

5.4 AWNINGS

5.4.1 Fixed or fitted fabric awnings may only be fitted within the building envelope or behind fascia beams or below pergolas, they may not project beyond this extent. These awnings must be of a single colour in line with the Val de Vie colour palette. The awning material must be of a uniformly matt finish with the appearance of canvas. No windows, cut outs, ventilation slots, tassels, crenellated edges or similar functional or decorative modifications will be allowed to the awning. Any awning conforming to the rule may be fitted without approval, any awning where there is doubt as to compliance or application, must be submitted for approval.

5.5 HANDRAILS AND BALUSTRADES

5.5.1 External balustrades may be of a steel type and be composed of horizontal and vertical steel. Balustrades to have simple masonry piers at corners and changes of direction. All balustrades to be black, white or a dark grey unless prior approval is obtained from the HOA for use of an alternate colour. Design drawings of adequate scale required with submission (min 1:50)

5.5.2 External balustrades may be of frameless glass.

5.6 COLUMNS AND PILLARS

5.6.1 Masonry columns are to be simple square section columns, simple plastered capitals and bases will be permitted.

5.6.2 Columns of timber or rolled steel sections will be permitted where these are finished to match window colour.

5.7 PLASTER PANELS AND BANDING

- 5.7.1 The use of varied plaster panels and banding to create relief and articulate the facades is encouraged. The use of texture is strongly encouraged.
- 5.7.2 The use of figurative mouldings or curvilinear moulding elements is expressly prohibited.

5.8 PERGOLAS

- 5.8.1 Pergolas are encouraged to create relief and shadow on building facades.
- 5.8.2 Rafters for pergolas may be of rolled steel section, timber or aluminium.
- 5.8.3 All pergola members to have elegant tapered or shaped ends where not fixed to a wall. Any pergolas or rafters not of timber are to match the external door and window colour.

5.9 EXTERNAL LIGHTING

- 5.9.1 In order to preserve the rural character of the Estate as far as possible all external light units to the street facing and visible facades shall be recessed brick lights at max 300mm above finished ground level. Full specification or illustration of all external lighting and positions to be included on both plans and elevations.
- 5.9.2 Given the intent of the lighting control architects are encouraged to limit or omit external lighting as far as possible and to look to preventing "light spill" from patios and homes onto adjoining areas.
- 5.9.3 The omission of unnecessary external light fittings, use of proximity switching, use of lower output lamps, shielding of light sources from neighbours and all efforts to reduce light spill and light pollution are strongly encouraged.
- 5.9.4 In addition to the above two low wattage downlighters may be fitted in any slab or ceiling above the front door or one modern styled, low wattage, carriage light may be fixed alongside the entrance door, provided that this carriage light is fixed no higher 1800 above ground level and set back sufficiently far from the roadway.

- 5.9.5 The use of floodlights, wall washes, neon strip lighting, up/down lighters and other feature lighting is expressly prohibited.

6 GENERAL DESIGN GUIDELINES AND RESTRICTIONS

- 6.1 All plans must be prepared by a person suitably registered with SACAP selected from a list of practitioners who have been pre-approved by the HOA to carry out work on the estate. Registration on such list shall be reviewed no less than biannually. All submissions are to be submitted on the registered persons title block and carry their registration number and signature. These submissions are to be forwarded to the HOA for checking by the controlling architects and approval by the HOA. Only after this approval has been obtained in writing can the plans be submitted to the local authority. It is the owner's responsibility to ensure that all plans are submitted and approved by both authorities prior to construction. (rule)

6.2 ALTERATIONS AND ADDITIONS

- 6.2.1 Drawings must be submitted and approved before any alterations and additions may be carried out. This includes both deviation from an approved building plan as well as any work which may be contemplated after occupation.
- 6.2.2 Any alterations and additions will only be approved by the HOA if it is in line with the Municipality's town planning scheme in respect of the Development.
- 6.2.3 Drawings of alterations or additions must be submitted as for the normal process but a separate alterations and additions submission form must be completed. The new work is to be coloured and clouded on the submission and clearly listed on the submission form. A fee of 50% of the full submission fee will be payable on alterations and additions submissions.
- 6.2.4 Where an additional area of 30 sqm or more of erf is developed, more than 10m of boundary wall is added or, in the committee's opinion, the proposed work has a significant impact on the existing landscaping design a separate landscaping drawing will be required for approval before the application can be considered.

- 6.2.5 The decision of the HOA in respect of interpretation of these controls will be binding. No waiver of any of these controls will create a precedent for future applications.
- 6.2.6 The privacy and views of surrounding properties should be considered when designs are being prepared. As a general principal designers should try to avoid windows or balconies on the upper storey overlooking the living space of the adjacent dwelling.
- 6.2.7 No garden sheds, awnings, Wendy houses, dog kennels and covered facilities for caravans, boats or trailers are permitted and these may not be placed in the side space (building lines).
- 6.2.8 No shade netting is ever permitted as a building element.
- 6.2.9 Photovoltaic installations are permitted where mounted in the plane of the roof, photo voltaic panels may be:
- 6.2.9.1 glass on glass (bi-facial) systems with shallow frames in natural anodised finish will be permitted where the frame depth does not exceed 30mm with a 10mm lip onto the upper surface. (rule)
- 6.2.9.2 glass on vinyl or black backed systems with frames in black or dark grey finish. (rule)
- 6.2.10 Other solar collectors and systems are to be mounted in the plane of the roof and the framing is to be black or coloured to match the roof. (rule)
- 6.2.11 Full details and specification of any installation are required for approval before work is commenced. (rule)
- 6.2.12 Plumbing and washing lines must be fully screened by suitable walls and may not be visible from the street or any adjoining green (public) area. Specific provision is to be made for an enclosed drying yard which is to be marked on the drawing.
- 6.2.13 No deviations from the approved drawings will be permitted unless the deviation is re-submitted and approved in writing prior to construction.

- 6.2.14 Mechanical equipment and plant such as air-conditioners (and grilles), ducts, pool pumps, etc. must be designed into the buildings and / or adequately enclosed or screened off from view from adjoining streets. The position of all these units is to be specifically marked on the submission and all screens to be fully detailed on submission.
- 6.2.15 Approved drawings are required from the HOA prior to commencement of any construction activities. Where construction work of any nature is carried out without such approval the HOA may give notice for its removal within 14 days. If the unapproved work is not removed on expiry of such notice the HOA may engage others to remove the unapproved work and recover the costs of this work from the Homeowner.
- 6.2.16 Water tanks are permitted where fully below ground or completely contained within a structure fully meeting the requirements of the guideline. Any plumbing and pipework to be suitably concealed and fully detailed on the submission.
- 6.2.17 For water conservation measures all dwellings must only contain low flow showerheads and dual flush toilets.

7 LANDSCAPE DESIGN GUIDELINES

Homeowners and Members of the HOA will be required to adhere to the general landscape guidelines as stipulated in this section. The purpose of the general landscape guidelines is to create an integrated and responsive landscape with emphasis on nature, farming activities, open space and style that will be unique to the Estate and all gardens must be water wise gardens for water conservation purposes. It will also create sensitivity and harmony between the various development facets and the surrounding natural areas. The guidelines furthermore aim to preserve and enhance the existing environmental attributes, minimise possible negative impacts whilst at the same time establish a new, dynamic and elegant character to the Estate.

In order to control the general landscape development on Private Property to be a continuation of the landscape design of public spaces as will be established by the Developer, the following set of guidelines will apply to every property.

7.1 PRESERVATION OF EXISTING TREES:

- 7.1.1 The development will preserve as many as possible of the existing trees, even though they may be exotic species. This will minimize visual impacts and preserve the value and character of the Estate.
- 7.1.2 Homeowners are to accurately survey, identify species and status thereof and record all existing trees on plan.

7.2 TREE CLEARING ON INDIVIDUAL STANDS

- 7.2.1 The principle will be that a maximum area consisting of the house footprint area plus an additional area of maximum 2.5m wide beyond the foot print, may be cleared for construction of the house.
- 7.2.2 Apart from trees that need to be cleared for purposes of the boundary walls, trees within the building line area must be preserved.
- 7.2.3 Sidewalk trees within driveways are to be retained. Patios and pool areas can only be cleared within an area equal to the minimum dimensions of the structure plus maximum 1m on either side (2m in the case of a swimming pool).
- 7.2.4 Any trees removed without prior written approval from the HOA will subject the Homeowner to a fine as laid down in the Estate Rules.

7.3 PLANT SPECIES

- 7.3.1 The character of the Estate constitutes not only in the existing environmental attributes but also by the architectural style as well as the specific landscape architecture to be introduced. The landscape vernacular will fulfil a crucial role in the harmonious integration of the "existing" and the "new", typical of the Estate. For this purpose, the use of plant species on private Property will be controlled as follows:
- 7.3.2 The establishment of a plant community as per the plant palette is encouraged throughout the Estate. The Plant Palette may be revised from time to time at the discretion of the HOA.

- 7.3.3 No invader species as promulgated by law in terms of CARA may be introduced other than those intended for use as windbreaks and avenues on farming properties which shall only be allowed upon issue of the approved documentation from the Department of Agriculture, Forestry & Fisheries referred to as 'Application for Demarcation of Category 2 species in terms of Regulation 15B (2)(a) of the Conservation of Agriculture Resources Act, 1983 (Act 43 of 1983).
- 7.3.4 The planting of Palm tree species or any other large leafed plant species with a tropical character will not be permitted on the Estate.
- 7.3.5 In response to the historical context of the environment as well as the envisaged vernacular/theme, certain exotic tree species will be permitted as indicated on the plant palette. Similarly, exotic but non-invasive shrub and groundcover species will be permitted in Private Property gardens.
- 7.3.6 Plant species on private Property are to enhance and integrate the character of the adjoining street and or open space landscape.
- 7.3.7 Plant selection must comply with any conditions of a Fire Management Plan and zone selection criteria at all times.

7.4 LANDSCAPE DESIGN:

- 7.4.1 The integration of the landscape design of open spaces and street reserves with that of private Property is encouraged. The following measures are to be applied in the landscape design of each property:
- 7.4.2 Homeowners are encouraged to enhance and to keep within the framework of species and the landscape character of the public landscape adjoining a property.
- 7.4.3 The landscape layout, in terms of lawn and bed areas, at the interface between public spaces and private Property are to be harmoniously integrated.
- 7.4.4 The streetscapes in the Estate shall conform to the Landscape Master Plan as drawn up by the Project Landscape Architect. However, should a Homeowner wish to establish any detailed planting on a sidewalk immediately adjacent to their property and other than that which may have been provided by the Developer, the Homeowner may submit detailed plans to the HOA for consideration and written

approval whereafter the planting may be installed to the terms of the approval. The HOA is, however, under no obligation to accept any such proposals and will not be responsible for any costs incurred in preparing such an application. The Homeowner will be responsible for the establishment and maintenance of such an installation to an acceptable standard which will not detract from the general standards of the maintenance of the parks and surrounding areas and as laid down by the Estate Manager. Such an installation will be irrigated by the Homeowner utilising his own water.

- 7.4.5 Under no circumstances will Homeowners be permitted to alter the street tree regime as installed by the Developer. Homeowners are required to accurately plot street trees on any architectural submission plans, indicating how the tree/s are integrated into the standard driveway layout. No detailed landscaping of sidewalks will be permitted in the instance where properties or sections of properties abut the parks or open spaces which have been landscaped by the Developer. Homeowners may not prune/cut back any trees on the Public Open Spaces of the Estate and will approach the Estate Manager if any pruning is required. The pruning of trees will be at the discretion of the Estate Manager.
- 7.4.6 Homeowners will not be permitted to sink boreholes on their properties. Similarly, no wells will be permitted.
- 7.4.7 It is intended that the initial landscape installation in the Estate by the Developer will focus on the Main Entrance, the Central Boulevard, the Recreation Area and the internal parks which link to the recreation area as well as areas to be rehabilitated. All streetscapes will be treated less intensively by the Developer on the basis that the landscaping in these areas may be extended and intensified by the Homeowners, subject to conditions as set out herein, as part of the landscape establishment and enhancement of their private gardens.
- 7.4.8 No hard landscape/structures other than approved paving will be permitted on the sidewalks. No pedestrian traffic may be impeded on the sidewalks due to landscaping thereof. Similarly, the Estate Irrigation System may not be tampered with or altered other than as approved by the Estate Manager. Such alterations will be executed by the Estate Maintenance Contractor at the expense of the Homeowner. In order to achieve the vision of creating a distinctive and harmonious landscape in accordance with the vernacular and theming and to extend the

planting framework, Homeowners are encouraged, as far as is practical, to select plants for their gardens from the recommended plant palette which may be extended from time to time so as to enhance the overall vision and quality of this lifestyle.

7.5 COMMUNAL OPEN SPACE INTEGRATION:

7.5.1 Appropriate landscape design on private Property along the communal open spaces will result in the desired integration between public and private spaces and will be controlled as follows:

7.5.2 The landscape design to areas abutting walkways, private open space and HOA facilities must comply with the principles of the landscape design approach and planting must comply with the Estate's plant palette.

7.6 STREETSCAPE INTEGRATION:

7.6.1 Appropriate landscape design on private Property facing any street will result in the desired integration between the public streetscape and private spaces. It will be controlled as follows:

7.6.2 A 3m wide transition zone along the boundary line facing the street will be the area of landscape control.

7.6.3 The landscape design in this zone must comply with the principles of the landscape design intent.

7.6.4 Planting must comply with the Estate's plant palette.

7.6.5 A minimum of 30% of the stand width along the boundary line facing the street, must be lawn.

7.7 DRIVEWAYS AND PAVING:

7.7.1 Every Homeowner will be responsible for the construction of a driveway from the street kerb to the garages strictly in compliance with the building guidelines.

7.8 LANDSCAPE AND EXTERNAL LIGHTING

- 7.8.1 The intention of the external lighting scheme is to retain the rural character of the site and all external lighting shall respect this intent.
- 7.8.2 All external lighting fixed to or forming a part of the building is to be shown on the building plans.
- 7.8.3 Task lighting or downlighting in the garden will be permitted to a limited extent and must be shown on the layouts for approval.
- 7.8.4 No up lighting, feature lighting, floodlighting, mounting of automated or security lights or decorative lighting of the house is permitted.

7.9 PLANT PALETTE:

- 7.9.1 In order to achieve the vision of creating a distinctive and harmonious landscape in accordance with the vernacular theming and to extend the planting framework, Homeowners are encouraged, as far as is practical, to select plants for their gardens from the recommended plant list which may be extended from time to time so as to enhance the overall vision and quality of this lifestyle.

TREES:

Acacia galpinii	Acacia sieberiana
Acacia xanthecephloea	Brachylaena neriifolia
Brabejum stellatifolium	Buddleja salvifolia
Curtisia dentata	Calodendrum capense
Cassine peragua	Celtis africana
Combretum erythrophyllum	Cunonia capensis
Dais cotinifolia	Erythrina lysistemon
Ekebergia capensis	Erythrina caffra
Ficus natalensis	Halleria lucida
Ficus sur (capensis)	Ficus ingens
Harpephyllum caffrum	Kiggelaria africana
Liquidamber	Nuxia floribunda
Olea europaea subspecies africana	Platanus acerifolia
Podocarpus elongatus	Podocarpus latifolius
Podocarpus falcatus	Populus simonii
Quercus ilex	Quercus nigra
Quercus palustris	Quercus suber
Salix mucronata	Sparmannia africana
Syzygium cordatum	Trichilia emetica

<i>Syzygium guineense</i>	<i>Prunus africana</i>
Olive trees (commercial olive cultivars)	

SHRUBS, CREEPERS, GROUNDCOVERS AND PERENNIALS:

<i>Agapanthus nana</i> – blue	<i>Agapanthus praecox</i>
<i>Agathosma ciliaris</i>	<i>Agathosma serphyllacea</i>
<i>Aloe arborescens</i>	<i>Aloe tenuior</i>
<i>Anisodonteia scabrosa</i>	<i>Aptenia cordifolia</i>
<i>Aristea major</i>	<i>Arctotis hirsuta</i>
<i>Arctotis</i> sp.	<i>Arctotis witkoppen</i>
<i>Asystasia gangetica</i>	<i>Athanasia crithmifolia</i>
<i>Barleria obtusa</i>	<i>Barleria purple prince</i>
<i>Carissa macrocarpa</i> “green carpet”	<i>Chasmanthe aethiopica</i>
<i>Chondropetalum tectorum</i>	<i>Chrysanthemoides incana</i>
<i>Chrysanthemoides monilifera</i>	<i>Cineraria saxifrage</i>
<i>Cistus</i> sp.	<i>Clerodendron ugandense</i>
<i>Coleonema</i> sp.	<i>Coleonema album</i>
<i>Convolvulus cneorum</i>	<i>Cotyledon orbiculata</i>
<i>Crassula ovata</i>	<i>Dietes grandiflora</i>
<i>Dierama pendulum</i>	<i>Elegia capensis</i>
<i>Eriocephalus africanus</i>	<i>Erica</i> spp.
<i>Euryops virgineus</i>	<i>Euryops pectinatus</i>
<i>Felicia amelloides</i>	<i>Felecia</i> sp. (Filifolia)
<i>Gazania</i>	<i>Gazania uniflora</i>
<i>Gazania krebsiana</i>	<i>Geranium incanum</i>
<i>Gnidia squarrosa</i>	<i>Helichrysum argyrophyllum</i>
<i>Helichrysum cymosum</i>	<i>Helichrysum teretifolium</i>
<i>Heliotrope royal marine</i>	<i>Hibiscus</i> sp.
<i>Hypoestes aristata</i>	<i>Jasminum angulare</i>
<i>Jasminum multipartitum</i> (shrub)	<i>Lavendula dentate</i>
<i>Leonotis leonorus</i>	<i>Kniphofia praecox</i>
<i>Leonotis leonurus</i> (white)	<i>Osteospermum ecklonis</i>
<i>Pelargonium cuculatum</i>	<i>Pelargonium capitatum</i>
<i>Pelargonium peltatum</i>	<i>Plectranthus ecklonii</i>
<i>Plectranthus fruticosus</i>	<i>Plectranth mona lavender</i>
<i>Plectranthus strigosus</i>	<i>Plumbago auriculata</i>
<i>Plumbago auriculata</i> – blue	<i>Plumbago ariculata</i> – white
<i>Podalyria calyptrate</i>	<i>Polygala fruticosa</i>
<i>Polygala myrtifolia</i>	<i>Polygala petite sugar baby</i>
<i>Protea</i> spp.	<i>Raphiolepis indica</i>
<i>Rhamnus prinoides</i>	<i>Rhus crenata</i>
<i>Rosa</i> sp.	<i>Salvia leucantha</i>
<i>Scabiosa Africana</i>	<i>Senecio macroglossum</i>
<i>Strelitzia juncea</i>	<i>Strelitzia reginae</i>
<i>Sutera</i> sp.	<i>Sylvia africana-lutea</i>
<i>Tecomaria capensis</i> (Yellow and Orange)	<i>Tulbaghia violacea</i>
<i>Watsonia pillansii</i>	<i>Zantedeschia aethiopica</i>
Various vine species (Vine cultivars)	

BULBS:

Agapanthus spp.	Amaryllis belladonna
Aristea major	Aristea minor
Bulbine frutescens	Chasmanthe aethiopica
Chasmanthe floribunda – yellow	Clivea miniata
Dierama pendulum	Sparaxis bulbifera – white
Watsonia marginata	Watsonia pyramidata

PLANT PALETTE FOR NATURAL INDIGENOUS ZONES

Athanasia trifurcata	Leysera gnaphalodes
Anthospermum aethiopicum	Maytenus acuminata
Brabejum stellatifolium	Maytenus oleoides
Brachylaena neriifolia	Melianthus major
Celtis africana Burm	Mentha longifolia
Cliffortia ruscifolia	Metrosideros angustifolia
Cliffortia strobilifera	Morella (= Myrica)
Cotyledon orbiculata	Myrsine africana
Cunonia capensis	Oftia africana
Curtisia dentata	Olea europaea L. subsp. africana
Cyperus textilis Thunb	Osteospermum (= Chrysanthemoides) moniliferum
Diospyros glabra	Passerina corymbosa Eckl
Dodonaea viscosa Jacq. var. angustifolia	Pennisetum macrourum
Ehrharta calycina	Phragmites australis
Ehrharta villosa	Podocarpus elongatus
Elytropappus rhinocerotis	Podocarpus latifolius
Erica caffra	Prionium serratum
Euclea tomentosa .	Psoralea pinnata
Euphorbia mauritanica	Rapanea melanophloeos
Euryops pectinatus	Restio (= Calopsis) paniculatus
Felicia filifolia	Restio (= Ischyrolepis) subverticillatus
Freylinia lanceolata	Salix mucronata Thunb
Gymnosporia buxifolia (=Maytenus heterophylla)	Salvia africana-lutea
Halleria elliptica Thunb.	Salvia chamelaeagnea
Halleria lucida	Salvia lanceolata
Heeria argentea (Thunb.)	Searsia (= Rhus) angustifolia

Helichrysum crispum	Searsia (= Rhus) glauca
Helichrysum pandurifolium Schrank	Searsia (= Rhus) lucida
Ilex mitis	Searsia (=Rhus) undulata
Hymenolepis crithmifolia	Searsia rehmanniana
Jasminum glaucum	Selago corymbosa
Juncus kraussii Hochst	Stoebe plumosa
Kiggelaria africana	Themeda triandra
Leonotis leonurus	Tylecodon paniculatus
Leonotis ocymifolius	Trichocephalus
Lessertia (=Sutherlandia) frutescens	Vachellia (=Acacia) karroo
Leucadendron salicifolium	Cynodon dactylon
Leucadendron salignum	Virgilia oroboides
Willdenowia incurvata	Widdringtonia nodiflora

7.10 LANDSCAPING INSTALLATION

- 7.10.1 To ensure that all landscaping work done on the estate is of a quality that meets the high standards as envisaged by the HOA Constitution as supplemented by the Landscape Design Guidelines, the following conditions pertaining to landscaping are applicable to all garden and farming installations.
- 7.10.2 The proposed landscaping/irrigation installation companies must be approved by the HOA before the commencement of landscaping designs. This is to ensure that both landscaping and irrigation specifications comply with the installation requirements.
- 7.10.3 Planting, Details and Irrigation plans must be prepared for submission for prior approval by the HOA. This is inclusive of any additions or upgrades to residential gardens and Properties in the Farming Precinct.
- 7.10.4 All landscape Designers/Contractors will be required to register with the HOA. All Landscape Designers/Contractors who wish to conduct business at the Estate shall be current registered and paid up members of S.A.L.I. and as such, shall abide by the provisions of the S.A.L.I. Constitution. All landscape installations shall be installed in accordance with S.A.L.I. specifications and criteria (as may be amended from time to time). Similarly, all irrigation designers will be paid up and

current members of L.I.A. and all designs and installations will be done using S.A.B.S. standards and materials.

- 7.10.5 A detailed CV and Previous Works Portfolio must be submitted to the HOA (Building Office) for approval prior to any work being done. It should be noted that acceptance of contractors/designers is not guaranteed by the HOA.
- 7.10.6 All installations are to be signed off by the responsible consultant prior to occupation being taken. Installations must comply with the approved designs for landscaping, farming and irrigation. 'As Built' Plans are to be submitted together with all signed off documents by the responsible consultant.
- 7.10.7 'Do it Yourself' landscape designs and installations will not be permitted. It is a pertinent condition of plan approval that all conditions of the Guidelines are met.
- 7.10.8 Contractors entering the Estate will be subject to Security Clearance and Rules.
- 7.10.9 Planting plans to a scale of 1:100 which are submitted for approval must be in detail specifying plant species, densities, sizes, positions of plants etc.
- 7.10.10 Structural plans must indicate all structures in the landscape, sections and specify materials (hard landscaping). All retaining structures must also be indicated.
- 7.10.11 A detailed irrigation plan to a scale of 1:100 must be submitted typically indicating automation/or otherwise, nozzles, spray lines, main lines, valves and material specifications. It must be borne in mind that irrigation water (potable) must be used sparingly and to this end calculations of intended irrigation water usage tabulations must form part of the submission documentation.

8 DISCLAIMERS

- 8.1 This Guide is considered supplementary to the National Building Regulations and cannot take precedence. Should any provisions of this Guide be regarded as contrary to the National Building Regulations, then the National building Regulations shall prevail.
- 8.2 This Guide is considered supplementary to the Local Authority requirements and the conditions contained in the land use approvals and cannot take precedence. Should any provisions of this document be regarded as contrary to the Local Authority requirements

or the conditions contained in the land use approvals, then the Local Authority requirements and the conditions contained in the land use approvals shall prevail, except for the aesthetic or Landscape Architectural approval, which remains at the discretion of the Aesthetics Committee.

- 8.3 This Guide is to be considered supplementary to the HOA Constitution and cannot take precedence. Should any provisions to this document be regarded as contrary to the HOA Constitution, then the HOA Constitution shall prevail.

9 BUILDING PROCEDURES AND FEES

Attention of HOMEOWNERS and ARCHITECTS is also drawn to the *Paarl Valleij Building Procedures* and *Annexures* as published on the Estate's official website.



PAARL VALLEIJ

LIFESTYLE ESTATE & FARM

**PAARL VALLEIJ LIFESTYLE ESTATE HOMEOWNERS' ASSOCIATION:
ESTATE RULES**

Revision – 30 January 2024

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PAARL VALLEIJ LIFESTYLE ESTATE & FARM - ESTATE RULES

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- A. Contractor Fees
- B. SHOC Deliverables
- C. Estate Rules Transgression Chart (ERT)

PAARL VALLEIJ LIFESTYLE ESTATE & FARM - ESTATE RULES

1 DEFINITIONS

- 1.1 AESTHETIC COMMITTEE means the committee appointed by the TRUSTEES to oversee the implementation of the Architectural Guidelines (the GUIDE).
- 1.2 ARCHITECT means the person appointed by the HOMEOWNER as his architect and includes his partners, directors or associates.
- 1.3 ARCHITECTURAL PLANS means a set of plans prepared by the ARCHITECT for the construction of the HOMEOWNER'S IMPROVEMENTS on the ERF.
- 1.4 BERG RIVER RIPARIAN ZONE means the riparian zone adjacent to the ESTATE.
- 1.5 BUILDING CONTRACTOR/CONTRACTOR means a building contractor approved by the DEVELOPER or the HOA in terms of the CONSTITUTION and in terms of criteria determined by the DEVELOPER or the HOA and employed by an OWNER of an Erf for the construction of IMPROVEMENTS.
- 1.6 BUILDING CONTRACTORS' FEES means the fees payable by the BUILDING CONTRACTOR to the HOA in order to be allowed to make IMPROVEMENTS on the ESTATE. These fees may be amended from time to time by the HOA and are set out in Annexure A hereto (Contractor Fees).
- 1.7 BUILDING PROJECT means the entire process of making IMPROVEMENTS on an ERF and all related activities taking place on the ERF.
- 1.8 BUILDING RULES AND REGULATIONS (hereafter BRR) means the agreement signed by the HOMEOWNER, the BUILDING CONTRACTOR and the HOA before the commencement of any IMPROVEMENTS on the ERF on behalf of the HOMEOWNER.
- 1.9 CHAIRPERSON means the chairperson of the TRUSTEES.
- 1.10 COMMON PROPERTY (COMMON AREAS) means land registered in the name of the HOA and which does not form part of any HOMEOWNER'S property and includes all internal services and infrastructure, the roads, pavements, gardens and street lights as well as water, sewerage and electrical networks unless owned by a third party and not by the HOA.

- 1.11 COMPLETION CERTIFICATE means the certificate issued by the HOA when all IMPROVEMENTS on the ERF have been completed, all fees due by the HOMEOWNER and/or BUILDING CONTRACTOR have been paid and the HOA is satisfied that the BUILDING PROJECT has been satisfactorily completed.
- 1.12 CONSTITUTION means the constitution of the HOA as amended from time to time.
- 1.13 CONTROLLING ARCHITECT means an architect as nominated and appointed by the HOA from time to time for the purpose of ensuring that all IMPROVEMENTS are done according to the GUIDE.
- 1.14 CONTROLLING LANDSCAPING ARCHITECT means a landscaping architect as nominated and appointed by the HOA from time to time for the purpose of ensuring that all IMPROVEMENTS are done according to the GUIDE.
- 1.15 DEVELOPER means Paarl Valleij Developments (Pty) Ltd, registration number 2015/393635/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa ("PVD") and any juristic persons who are related or interrelated persons of PVD, any subsidiaries of PVD and any holding company of PVD, as defined in sections 2 and 3 of the Companies Act No. 71 of 2008 and any entity in which such subsidiary of PVD holds a shareholding interest of 50% (fifty percent) or more or such entities' successor in title with reference to the entity's rights and obligations as Developer
- 1.16 EMPLOYEES means any employee or contractor (including BUILDING CONTRACTORS/CONTRACTORS and their employees and sub-contractors) employed or appointed by HOMEOWNERS and/or RESIDENTS and/or persons operating a business within the ESTATE from time to time.
- 1.17 ELECTRONIC FUNDS TRANSFER (hereafter EFT) means direct electronic bank transfer into a designated account. Proof of such EFT must be e-mailed to the recipient as notification.
- 1.18 ERF means every Erf in the ESTATE.
- 1.19 ERF NUMBER means such number as used by the DEVELOPER as well as the Surveyor General to indicate an ERF. The ERF NUMBER will be indicated as "xxx SG yyy", where the xxx means the number indicated on the DEVELOPER'S plans and brochures and the yyy indicates the number allocated by the Surveyor General. The BUILDING CONTRACTOR and the HOMEOWNER must familiarise themselves with both numbers and use the configuration "xxx SG yyy" in all communications with delivery vehicles or for any other matter. It is also important to note that the LOCAL AUTHORITY

and the Deeds Office only use the Surveyor General numbers. The ESTATE is phasing out the brochure numbers (xxx) and is mainly using SG numbers.

- 1.20 ESTATE means the Paarl Valleij Lifestyle Estate & Farm located on Erf 42556 Paarl, situated in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province and measuring approximately 53,0051HA in extent;
- 1.21 ESTATE RULES means the set of rules & regulations provided for herein and including any annexures hereto, which have been formally documented by the HOA and are subject to amendment from time to time and which governs all conduct on the ESTATE.
- 1.22 ESTATE RULES TRANSGRESSION CHART (ERT) annexed as Annexure C hereto, which refers to the document that stipulates the list of transgressions and the relevant applicable penalties.
- 1.22.1 FARM means Erf 42558 Paarl, situated in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province and measuring approximately 25,8352HA in extent and on which vineyards are located;
- 1.23 FINES means such fines issued in writing for transgression of ESTATE RULES at the discretion of the MANAGER. It is recorded and agreed that no fines will be payable by the LOCAL AUTHORITY in respect of speeding of its refuse removal vehicles provided such vehicles do not exceed a speed limit of 60km/h.
- 1.24 GUIDE means the Design Guidelines prepared for and applicable to the ESTATE, and includes all/any amendments made thereto from time to time.
- 1.25 HOA means the Paarl Valleij Lifestyle Estate Homeowners' Association which is bound by the provisions of its constitution, and includes its duly appointed employees, contractors or agents.
- 1.26 HOMEOWNER or OWNER means the registered owner of an ERF/SECTIONAL TITLE UNIT.
- 1.27 HOUSE means the dwelling constructed on the ERF as the IMPROVEMENTS.
- 1.28 IMPROVEMENTS mean any structure of whatever nature constructed or erected or to be constructed or erected on an ERF.
- 1.29 LANDSCAPING CONTRACTOR means a person or company doing landscaping for a HOMEOWNER and who has been duly appointed subject to the rules and regulations of the ESTATE.

- 1.30 LANDSCAPING PLANS means plans for the gardens on erven surrounding IMPROVEMENTS.
- 1.31 LOCAL AUTHORITY means the Local Authority having jurisdiction over the ESTATE, being Drakenstein Municipality or its successor in title.
- 1.32 MANAGER means the person appointed to that office by the HOA from time to time or his duly appointed subordinates in a particular area of responsibility in respect of the management of the ESTATE.
- 1.33 MEMBER means every registered OWNER of an ERF, as well as every registered OWNER of a subdivision of an ERF. If a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligation in terms of the CONSTITUTION.
- 1.34 PANEL OF BUILDERS means such BUILDING CONTRACTORS who have been scrutinised and formally approved in writing by the TRUSTEES or delegated subcommittee, to be allowed to do construction work and IMPROVEMENTS on the ESTATE. A list of such approved BUILDING CONTRACTORS is available from the HOA. Only builders who are on the PANEL OF BUILDERS may do construction work and IMPROVEMENTS on the ESTATE. The PANEL OF BUILDERS may be amended from time to time.
- 1.35 PURCHASER means the person/s or entity entering into a Deed of Sale to purchase an ERF on the ESTATE.
- 1.36 RESIDENT means any person who is a resident at the ESTATE and includes , OWNERS and members of their families, their guests and tenants.
- 1.37 SECONDARY IMPROVEMENTS mean all work done by a CONTRACTOR on an existing house or structure. This includes landscaping work done around the house, additional work such as installation of air conditioning, built-in cupboards, DSTV, bathroom fittings etc.
- 1.38 SECTIONAL TITLE UNIT means a unit in a sectional title scheme established on the ESTATE in accordance with the provisions of the Sectional Titles Act, No 95 of 1986
- 1.39 SECURITY MANAGER means such person duly appointed to manage and oversee security on the ESTATE.

- 1.40 SECURITY means individuals employed by the HOA or a recognised Security Company duly appointed by the HOA to perform access control and other security functions on the ESTATE.
- 1.41 SITE HANDOVER CERTIFICATE, hereafter SHOC, specifies the requirements for commencement with IMPROVEMENTS.
- 1.42 TRUSTEES means the Developer Trustees and the Member Trustees of the HOA, from time to time, as defined in the CONSTITUTION, and includes alternate and co-opted Trustees.
- 1.43 UNIT means a SECTIONAL TITLE UNIT and for purposes of clause 17 shall include a house on an ERF.
- 1.44 VEHICLE means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise.
- 1.45 VINEYARDS mean all vineyards on the ESTATE whether farmed commercially for winemaking or utilised as landscaping on the estate or between houses.
- 1.46 VISITOR means any person entering the ESTATE who is not a MEMBER, EMPLOYEE OR OWNER.
- 1.47 WEBSITE means the Paarl Valleij website at <https://paarlvalleij.co.za/> .

2 INTERPRETATION

- 2.1 In this document, unless inconsistent with or otherwise indicated by the context:
- 2.1.1 any reference to gender includes the other gender;
- 2.1.2 any reference to natural persons includes legal persons and vice versa;
- 2.1.3 any reference to the singular includes the plural and vice versa; and
- 2.1.4 words and phrases defined in the CONSTITUTION bear corresponding meanings herein.
- 2.2 The clause headings in these ESTATE RULES have been inserted for convenience only and shall not be taken into account in its interpretation.

- 2.3 If any period is referred to in these rules by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 2.4 These ESTATE RULES shall be governed by, construed, and interpreted in accordance with the law of the Republic of South Africa.
- 2.5 Should a discrepancy exist between the ESTATE RULES and the CONSTITUTION, the CONSTITUTION takes preference.

3 INTRODUCTION

- 3.1 The purpose of these ESTATE RULES is to govern the use of the ESTATE and its facilities. These ESTATE RULES are not intended to limit the lifestyle of residents, but rather to protect them, and are binding equally on all RESIDENTS, OWNERS, VISITORS, EMPLOYEES and the HOA.
- 3.2 The powers of the HOA include the power to do all things reasonably necessary for the enforcement of these ESTATE RULES and for the control, management and administration of the COMMON PROPERTY.
- 3.3 The TRUSTEES are entrusted by the HOA to ensure such control, management and administration and is assisted by a MANAGER and other duly appointed office bearers of the HOA.
- 3.4 It is the responsibility of every OWNER to ensure that all residents, guests and EMPLOYEES on his property abide by the rules.

4 OTHER DOCUMENTS

- 4.1 Other documents that must be read in conjunction with these ESTATE RULES are:
- 4.1.1 the CONSTITUTION of the HOA;
- 4.1.2 the GUIDE;
- 4.1.3 the BRR;
- 4.1.4 Annexure A hereto - Contractor Fees;
- 4.1.5 Annexure B hereto - SHOC (Site handover Certificate) Deliverables;

- 4.1.6 Annexure C hereto – Estate Rules Transgression Chart (ERT); and
- 4.1.7 the Gatehouse Enrolment & Indemnity Form.
- 4.2 Where reference is made in any of these provisions of the CONSTITUTION to the word “Member” or the word “Owner”, such reference is deemed to be a reference to any person who has entered the ESTATE for the purposes of these ESTATE RULES.

5 CONTACT DETAILS

- 5.1 All OWNERS and RESIDENTS are required to provide the HOA with a registered e-mail address or cell phone number, and an e-mail or SMS or WhatsApp properly dispatched to such address/number will be regarded as having been received 24 (twenty-four) hours after dispatch, unless the contrary has been proven.
- 5.2 OWNERS and RESIDENTS undertake to notify the HOA of changes in such address/number and/or their personal information.
- 5.3 OWNERS and tenants will receive a Digital Key or smart phone app to access the Paarl Valleij Community Portal. All contact details need to be updated and submitted on your Community Portal Profile. All messages or notices sent through the Community Portal will be regarded as having been received (24) twenty-four hours after dispatch unless the contrary has been proven.

6 DOMICILIUM

- 6.1 For the purposes of receiving any notice or process to be delivered in terms of these ESTATE RULES, any person residing and/or working on the ESTATE chooses as his/her/its domicilium citandi et executandi the address of the ERF or UNIT at which such person is residing. Documents delivered by hand to such ERF or UNIT will be deemed to have been received on the date of delivery thereof.

7 DISTURBANCES

- 7.1 Any conduct, save for normal agricultural and hospitality activities, which disturbs or tends to disturb the peace and tranquillity of the ESTATE and RESIDENTS is not permitted.
- 7.2 No person may rev the engine of a stationary motor-vehicle in such a way that it causes nuisance to neighbours.

- 7.3 Excessive and unnecessary noise by VEHICLES, appliances, tools, pets and/or excessive noise by individuals, as determined by the MANAGER in his sole and unfettered discretion from time to time, as well as other sources attributable to a resident constitutes a disturbance of the peace in terms of these ESTATE RULES.

8 DOMESTIC REFUSE

- 8.1 All refuse shall be kept in suitable containers, which shall not be visible from any road, exception when placed in containers for purposes of collection by the LOCAL AUTHORITY or waste collection contractors, provided that the MANAGER may, from time to time, by notice in writing to all RESIDENTS –
- 8.1.1 prescribe the type and size of refuse containers to be obtained and used;
- 8.1.2 provide directions in regard to any place designated for refuse removal; and
- 8.1.3 require the payment of a reasonable charge for the provision of such containers.
- 8.2 It shall be the duty of every RESIDENT to ensure that any direction given by the MANAGER from time to time is observed and implemented and in this regard RESIDENTS shall also comply with directives regarding re-cycling and green waste efforts of the ESTATE.
- 8.3 Where, in the opinion of the MANAGER, any refuse is of such size and nature that it cannot be expediently removed by the LOCAL AUTHORITY or by waste collection contractors, the MANAGER shall give the RESIDENT wishing to dispose of such refuse such directions for its disposal as he may deem fit.

9 ANIMALS

- 9.1 Only domestic animals posing no danger, noise or odours may be kept. The maximum number of dogs and cats that may be kept on an ERF shall be 1 dog and 1 cat; not 2 of a kind.
- 9.2 No breeding of dogs or cats is allowed on the ESTATE and all cats and dogs must be registered with the HOA.
- 9.3 Visitors are not allowed to bring any animals onto the ESTATE, with the exception of a guide dog.
- 9.4 All domestic animals shall at all times bear a tag, which shall reflect the name, telephone number and ERF number of the relevant HOMEOWNER or RESIDENT.

- 9.5 No reptiles, rodents (except for hamsters and guineapigs kept in cages), farm animals or any exotic pets may be brought onto the ESTATE or kept and no noisy birds may be kept outside.
- 9.6 No aviaries are allowed.
- 9.7 If animals are brought onto or found upon the ESTATE contrary to the provisions of these ESTATE RULES or if any animal creates a nuisance to other residents, the HOA shall be entitled (without limiting the generality of the rights afforded to it in terms hereof) to either:
- 9.7.1 require the relevant HOMEOWNER or RESIDENT to remove the animal from the ESTATE; and/or itself remove the relevant animal from the ESTATE; and
- 9.7.2 to claim all costs so incurred from the relevant HOMEOWNER or RESIDENT.
- 9.8 Dogs:**
- 9.8.1 Dogs must be kept in suitable enclosures and be prevented from straying off the relevant HOMEOWNER's or RESIDENT's ERF.
- 9.8.2 Dogs shall not be allowed on COMMON AREAS, servitude areas or along the river, unless under strict control and on a leash. If any dog digs holes and/or otherwise damages COMMON AREAS, the relevant HOMEOWNER or RESIDENT shall be required to repair the damage.
- 9.8.3 The following dog species, mixed breed or pedigree are not allowed on the ESTATE:
- 9.8.3.1 Pitbull terriers;
- 9.8.3.2 Rottweilers; and
- 9.8.3.3 Boerboels.
- 9.8.4 The ESTATE's Veterinary Advisor will have the final determination as to the likely breed or mix thereof, in determining compliance with the above rule.
- 9.8.5 Dog owners must ensure that they carry with them a receptacle and clean up any mess created by their animals.

- 9.8.6 Dogs found hunting or harassing wildlife will be required to be removed from the ESTATE.

9.9 Cats:

- 9.9.1 All cats need to have a securely attached collar with an effective bell to limit hunting success as well as a tag displaying the owner's name, address and phone number.
- 9.9.2 All cats need to be neutered / spayed.
- 9.9.3 Problem cats or cats found wandering will be humanely trapped and impounded by the HOA Compliance Officer.
- 9.9.4 Where cats are a nuisance to other RESIDENTS, the relevant provisions of the ERT will be applied.
- 9.9.5 Any damage caused by problem cats to other RESIDENTS' property will be for the account of the cat owner.
- 9.10 Pet rabbits, hamsters or guineapigs and other rodents must be neutered and kept in an escape proof hutch. Any pet rabbit or rodent found loose will be removed from the ESTATE immediately.
- 9.11 No pet of any description is allowed to be dumped, released, or left once a residence is vacated or the pet is no longer wanted. No pet turtles or exotic fish may be released into dams on the ESTATE.

10 SECURITY

- 10.1 Security personnel are there for the safety and protection of the ESTATE, its EMPLOYEES, RESIDENTS and assets, and their role should be respected. Security guards may under no circumstances be abused or obstructed from performing their functions. They control access to the ESTATE and all EMPLOYEES, CONTRACTORS, VISITORS, tenants and RESIDENTS must at all times adhere to all security rules as amended from time to time. Security personnel are not to be used for any errands other than approved by the MANAGER. The team can assist in medical emergencies, security emergencies and the removal of snakes, should there not be a security incident at the same time.
- 10.2 No person shall do anything which is or might be prejudicial to the security of any RESIDENT. Any action and or incident that might have a negative effect to the security

of the ESTATE and its RESIDENTS or EMPLOYEES must immediately be reported to the MANAGER or SECURITY MANAGER.

- 10.3 It is in the best interest of all RESIDENTS that no food or gifts are offered to security guards while they are on duty. Should anyone wish to make a gift or donation to any guard or staff member, RESIDENTS are requested to contact the HOA offices for assistance through the appropriate channels.
- 10.4 No VEHICLES or persons shall enter or leave the ESTATE at any point except at the entrance gates, other than in extra-ordinary circumstances and with the prior written consent of the MANAGER or SECURITY MANAGER.
- 10.5 VEHICLES are subject to be searched at any time when necessary.
- 10.6 VEHICLES entering the ESTATE will from time to time be inspected by SECURITY with a vehicle search mirror to check for any oil leaks. VEHICLES showing oil leaks will not be allowed to enter the ESTATE.
- 10.7 The MANAGER and SECURITY MANAGER may make ESTATE RULES or temporarily alter ESTATE RULES relating to security matters as deemed fit in their discretion to enhance, manage and improve the security of the ESTATE. This may include access procedures and traffic redirection as well as denying access to any persons they deem a security risk until proven otherwise. The ESTATE's Guest Enrolment System will allow guests to enter and exit the ESTATE's main entrance gate by using a unique one-time pin code, generated by the RESIDENT. This code can be used only once and will not be re-sent if a guest lost their code. By entering the code at the entrance gate, visitors agree to be bound by and to adhere to the HOA'S CONSTITUTION and ESTATE RULES. Visitors to the ESTATE who intend on visiting longer than a week shall be required to sign the prescribed Gatehouse Enrolment & Indemnity Form and enrol on the security system. An Access card may be issued to RESIDENTS, OWNERS or EMPLOYEES and other persons if, in the discretion of the SECURITY MANAGER, it is necessary.
- 10.8 If applicable, CONTRACTORS may only enter the ESTATE through the contractors' gate or as indicated.
- 10.9 All VEHICLES entering and/or leaving the ESTATE shall stop at the vehicle entrances. No VEHICLE shall enter the ESTATE unless admitted by the guard on duty at the gate, except where the HOA has issued to the driver, at the driver's cost, a device enabling the driver to operate the vehicle entrance gate himself. Such devices are issued for the personal use of the persons to whom they are issued and shall not be shared with or used by or transferred to any other persons.

10.10 Any contractor or employee who has been engaged or employed by a HOMEOWNER or a RESIDENT to supply goods or services on the ESTATE will be required to apply to the SECURITY MANAGER for permission to enter the ESTATE before being permitted access to the ESTATE. The contractor or employee concerned will be required to apply to Brooke International or any other contracted verification body for a criminal record check report which they will, after receiving payment, forward directly to the Estate Risk Manager, to make an appropriate decision as to approve access to the ESTATE or not and inform the applicant accordingly. Should access be approved, the registration office will inform the applicant to visit the said office for enrolment and access to the ESTATE. No contractor or employee may enter the ESTATE unless and until his/her application for access has been approved in writing by the SECURITY MANAGER. Contractors or employees who have not been on the ESTATE for twelve consecutive months or more will be required to reapply to the SECURITY MANAGER for permission to access the ESTATE.

10.11 Biometric Fingerprint Access:

It is mandatory for everybody working or residing at the ESTATE to be enrolled on the access system in order to have access through the electronic booms and turnstiles. Only people who are approved to operate and work on the ESTATE are entitled to be enrolled.

10.12 Electronic Booms and Spikes:

10.12.1 The vehicle entry lanes are each equipped with electronic booms and spikes. The spikes will drop first followed by the boom opening once a person, who has right of access, places his finger on the finger scanner/wave reader which is available at each entry and exit lane.

10.12.2 People using the lanes must take care not to idle too long in front of a boom and should proceed immediately once the boom is open.

10.13 Close Circuit Television View (CCTV) :

10.13.1 Security surveillance cameras are installed at various places which are monitored from the Security Control Centre. This includes the movement of all VEHICLES and people entering and exiting through the access points.

10.13.2 All persons working or residing on the ESTATE must take care that they conduct themselves circumspectly as any or all their actions may be recorded on the CCTV. This pertains particularly to nudity.

10.14 Electric Fencing:

The ESTATE is surrounded with a high voltage electric fence coupled with an intrusion detection system which is monitored from the security control centre. The electric fence is open on the inside of the ESTATE and is equipped with sufficient warning signs to warn people to stay away. People working or residing on the ESTATE must take note that the fence is live at all times.

10.15 Alarm Systems:

- 10.15.1 Burglar alarms must be in a sound working condition and comply with any regulations which the HOA may make with regard thereto from time to time. Related sirens must not disturb neighbours (i.e. be silent to the outside environment).
- 10.15.2 Armed response service providers are limited to the onsite security response team. Outside Armed Response will not be effective as they would have to go through an enrolment process each time they enter the ESTATE.

10.16 Tenant Approval:

- 10.16.1 MEMBERS shall ensure that no tenants are allowed occupancy on the ESTATE unless such tenants have been pre-approved by the HOA in writing and the appropriate administration fee paid to the HOA in this regard. The same HOA approval will be required for any renewals of lease agreements and a renewal fee will be payable to the HOA before access is extended.
- 10.16.2 The proposed tenants will be required to complete an application form provided by the HOA as part of the official HOA Tenant Leasing Procedure pack, which includes all other required documents to be completed.
- 10.16.3 A written undertaking must be given by such tenant to comply with the provisions of both the CONSTITUTION and all rules and regulations made and determined in accordance therewith.
- 10.16.4 The proposed tenant will also be required to submit his/her identity document and/or passport and submit him/herself for fingerprints to be taken by the SECURITY MANAGER and/or his delegate for the purpose of doing a criminal and/or background check.

10.17 Delinquent behaviour by minors:

Where any minor is found by the TRUSTEES to have been responsible for conduct or behaviour which in the view of the TRUSTEES has brought the name of the ESTATE into disrepute, caused excessive waste of ESTATE resources, caused damage or loss

to the ESTATE or residents and owners, the Trustees will impose a penalty (set out in the ERT) or such greater penalty as deemed appropriate by the Trustees. In addition, the parents of the minor will be held responsible for the costs of repair, restoration or replacement of the damaged property.

11 VISITORS AND EMPLOYEES

- 11.1 All RESIDENTS shall make use of the Guest enrolment system to allow their visitors access to the ESTATE. If a RESIDENT did not generate a code for their visitor to enter the ESTATE, the security guard will endeavour to obtain authority from the relevant RESIDENT to admit the person concerned to the ESTATE. It will be the responsibility of the OWNER/tenant to register on the ESTATE's Guest enrolment system. If such authority is not obtained by the security guard, he will be entitled to refuse the person concerned access to the ESTATE. Any Guest or VISITOR who is not in possession of a guest code and who is required to be scanned in to gain access will be required to present a valid driver's license and the VEHICLE must be correctly licensed. Without these two criteria being met, access will not be granted. For security reasons, no codes are to be generated to a third party, who is not a bona fide visitor to the RESIDENT'S own premises, where the RESIDENT will be physically present at the time of the visit.
- 11.2 OWNERS or RESIDENTS who fail to generate codes for their visitors more than 10 times per month, could be levied an administration fee per pin code that was generated by Security. The amount of this fee will be at the discretion of the MANAGER.
- 11.3 The right of admission to the ESTATE shall be under the control of the HOA that may on any reasonable grounds deny any person access to the ESTATE.
- 11.4 EMPLOYEES are obliged to abide by these ESTATE RULES and the CONSTITUTION. RESIDENTS are obliged to supply their EMPLOYEES with copies of these ESTATE RULES and the CONSTITUTION and to ensure that they are aware of all the provisions.
- 11.5 No full time EMPLOYEES of RESIDENTS are allowed to reside on the RESIDENT's PROPERTY.
- 11.6 If the security guard on duty has no record of the arrival of any EMPLOYEES, the security guard may (but will not be obliged to) endeavour to obtain authority from the relevant RESIDENT to admit the EMPLOYEE concerned to the ESTATE. If such authority is not obtained the security guard will be entitled to refuse such EMPLOYEE access to the ESTATE.

12 TRAFFIC

- 12.1 The movement and control of traffic and pedestrians are subject to these ESTATE RULES and such further directives as may be made by the MANAGER with regard thereto.
- 12.2 Subject to consent being obtained from the MANAGER, heavy vehicles are not permitted on Saturdays, Sundays or Public Holidays, nor before 07:00 and after 18:00 on week days. All trucks and lorries carrying stone, rubble, sand or any material which can blow or fall off, must be covered by a suitable net or canvas cover. Motorised vehicles shall be driven on roads only, and only by persons who hold valid current international or South African drivers' licenses.
- 12.3 Any motor vehicle found to be driven by a minor who is not in possession of a valid learners' license and accompanied by a licensed driver, will incur a substantial contravention penalty as set by the Trustees from time to time.
- 12.4 No person is allowed to drive a VEHICLE on the ESTATE roads while using or holding a mobile phone in their hands.
- 12.5 A maximum speed limit of 25 km/h (twenty five kilometres per hour) shall apply, provided that lower speed limits may be imposed by the HOA where this is deemed necessary. Routine speed checking will be done by suitably trained personnel with calibrated equipment, who will be authorised by the HOA to stop speeding motorists and issue a contravention in terms of the ERT. Any person, verbally abusing, disrespecting, failing to stop or challenging the appointed person carrying out the speed checking will be issued with a further penalty as set out in the ERT. Any speed contravention issued can only be appealed in cases of a medical emergency and will require a letter from the attending medical practitioner confirming that the emergency was life threatening.
- 12.6 Persons, animals and birds shall at all times have the right of way on and about the ESTATE. VEHICLES shall be brought to a stop whenever necessary.
- 12.7 The HOA may by means of appropriate signage give directions as to the use of roads or any portion of roads on the ESTATE. Failure by any person to obey such signage shall constitute a contravention of these ESTATE RULES.
- 12.8 No person shall drive or ride any VEHICLE within the ESTATE in such a manner that would constitute an offence under any traffic ordinance. All VEHICLES shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, VEHICLES emitting excessive noise, smoke and/or oil are prohibited.

12.9 No person is allowed to drive, or be a passenger on, a motorcycle, scooter, motor tricycle or a motor quadricycle, or be a passenger in the sidecar attached to a motorcycle, in the ESTATE, unless he or she is wearing a protective helmet.

12.10 The driving of VEHICLES is confined to roads and driveways, provided that non-motorised vehicles may be used on those areas (if any) specifically designated by the HOA for that purpose. All unlicensed motorbikes and quad bikes may not be driven on the ESTATE roads.

12.11 The MANAGER reserves the right to introduce any traffic calming measures, including but not limited to, speed-humps and golf cart/pedestrian-crossings, that they in their sole discretion deem necessary from time to time.

12.12 Golf Carts:

All VEHICLES, including Golf carts shall only be driven by adults over 18 (eighteen) years of age who are in possession of valid driver's license with a minimum of code 8. At no time may a golf cart be driven carrying more occupants than designed for. Any claims that might arise in relation to the use of a privately-owned golf cart on the ESTATE will be the sole responsibility of such driver and the registered owner of the privately-owned golf cart. Normal traffic regulations and considerations are applied.

12.13 Parking:

12.13.1 Parking will only be allowed in areas designated for such purpose by the HOA by means of appropriate signage, where lines are marked on the surface of any parking area indicating demarcated parking spaces within that area, provided that no golf cart or VEHICLE shall be parked in such a manner that a portion thereof protrudes over such lines. No parking will be allowed on the ESTATE verges.

12.13.2 No person shall park or store any trailer, caravan, boat, truck, quadbike or lorry within the ESTATE, in such a way that it is visible from the road except with the consent of the HOA.

12.13.3 Quad bikes and motorbikes may be stored under the conditions above but must not be ridden anywhere on the ESTATE for recreational purposes or as mode of transport within the ESTATE.

12.13.4 There are clearly marked restricted areas for emergency vehicles which must only be used for that purpose and which entrances must be kept clear.

- 12.13.5 Should a VEHICLE be parked or abandoned in breach of the ESTATE RULES or CONSTITUTION, the MANAGER may:
- 12.13.5.1 impose the applicable warning / fine on the owner of, or on the person responsible for, the VEHICLE; and/or
- 12.13.5.2 have the VEHICLE'S wheels clamped at the risk and expense, including the payment of a release fine of R500.00, of its owner or of the person responsible for it; or
- 12.13.5.3 the HOA may apply for a court order at the cost of the owner of, or of the person responsible for, the VEHICLE to compel him or her to comply with the notice and/or to pay such fine and any cost incurred in connection with the clamping or removal of the VEHICLE.

13 COMMON AREAS AND ENVIRONMENTAL ASPECTS

- 13.1 The HOA shall be entitled to control all aspects of the environment on or about the ESTATE including but not limited, to the management and control of fauna and flora and the maintenance and upkeep of any VINEYARDS and orchards within the COMMON AREAS on the ESTATE.
- 13.2 No person shall do anything or omit to do anything that may, in the opinion of the HOA, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of COMMON AREAS by RESIDENTS.
- 13.3 Littering and camping are prohibited. Fires may not be lit in places other than in areas specifically designated by the HOA for that purpose. Fires, fireworks or crackers may not be lit on any units other than in properly constructed braais/fireplaces designed for that purpose or manufactured braais.
- 13.4 No person shall (without the prior written authority of the HOA) pick or plant any flowers or plants on or about the COMMON AREAS.
- 13.5 No picking of flowers is allowed in the natural areas or public landscaping of the ESTATE.
- 13.6 The MANAGER shall be entitled to prohibit or restrict access to any part of the ESTATE, excluding the ERVEN, in order to preserve the natural fauna and flora.
- 13.7 The mountain bike trails may be used by walkers, but cyclists have right of way. Cyclists and walkers/joggers should keep strictly to the mountain bike and other tracks to prevent damaging sensitive vegetation. Cyclists must ensure that they ride in the indicated

direction to avoid collision and injury. No motorbikes or vehicles are allowed on the mountain bike trails.

- 13.8 No person shall discharge any firearm, air-rifle, crossbow, paintball gun or similar weapon or device on or about the ESTATE. Hunting and trapping in any manner is strictly prohibited, provided that the HOA and/or the DEVELOPER may approve such activities for the sole purpose of the control of alien species, nuisance or vermin.
- 13.9 No person shall anywhere on the ESTATE disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, domestic animal, reptile or bird.
- 13.10 No temporary structures (Tree houses) as defined by the National Building Regulations may be erected in the COMMON AREAS.
- 13.11 No swimming or fishing is allowed in the fishponds, or any water features on the ESTATE other than where signage indicates that such activities are allowed.
- 13.12 No boreholes or well points may be drilled or dug on any ERF.

14 SPORTS AND LEISURE CENTRE

- 14.1 Access to the Sports and Leisure Centre(s) on the ESTATE may be temporarily suspended for practical reasons such as maintenance at the sole discretion of the MANAGER.
- 14.2 No Bluetooth speakers playing loud music are to be used in, parks or outside gym facilities,

14.3 Outdoor Gyms:

Access to gym areas is free for all MEMBERS, including any residential SECTIONAL TITLE UNIT OWNERS, all MEMBERS and OWNERS must comply with the Paarl Valleij Squash Court Rules as promulgated by the TRUSTEES from time to time.

15 GENERATORS

- 15.1 No private generators are allowed and residents are encouraged to make use electrical power storage solutions.

16 SATELLITE DISHES

- 16.1 No satellite dishes allowed on private residences (central facilities will be available).

17 LETTING AND RESALE

- 17.1 These ESTATE RULES apply to and are binding upon all tenants. An OWNER (or his agent) who intends to let a UNIT shall furnish his tenant with a copy of these ESTATE RULES.
- 17.2 The HOA must give its approval prior to any UNIT being let.
- 17.3 The HOA must approve the occupation in writing of a permanent UNIT for financial gain as a rental (leasing) no matter how short the period is.
- 17.4 No UNIT may be let solely for student accommodation or as a student or solely for accommodation of high school students.
- 17.5 The HOA consider short term letting of 3 (three) months or less as a commercial activity which is prohibited in terms of the CONSTITUTION and accordingly the HOA will not give its approval.
- 17.6 Each UNIT may only be occupied by 1 (one) bona fide household, consisting of 1 (one) family unit, and its direct relatives, and temporary bona fide social visitors from time to time. No RESIDENT shall be allowed to gift, grant, let, or sub-let a part or section of her/his/its UNIT as accommodation, or to form a commune, or similar live-in arrangement.
- 17.7 MEMBERS or their agents shall give the HOA prior written notice of any tenants or guests who are to occupy the members' residences in the absence of those MEMBERS. Every tenant and/or guest shall be required to register at the offices of the MANAGER within 1 (one) working day after arrival and to sign a declaration that he is acquainted with these ESTATE RULES and acknowledges that these ESTATE RULES are binding on him as well as the GATEHOUSE ENROLMENT & INDEMNITY.
- 17.8 If any tenant, guest, employee or other invitee of any MEMBER fails to comply with any of the provisions of these ESTATE RULES, the HOA shall be entitled to deny that tenant, guest, employee or other invitee access to the ESTATE.
- 17.9 1% (one percent) Contribution on Resale Transfer:**
- An amount of 1% (one percent) of the purchase price payable (or if there is no purchase price paid or payable, then 1% (one percent) of the fair market value of the ERF or UNIT) in respect of each ERF or UNIT (as the case may be) sold by a Member to a third party up to a maximum of R100 000 (one hundred thousand Rand) (escalated annually at the discretion of the trustees, please ascertain) per sale transaction will be paid by the

MEMBER (as seller of the ERF or UNIT) to the HOA. The aforesaid amount payable to the HOA will form part of the clearance to be obtained from the HOA in respect of registration of transfer of the ERF or UNIT in question in the name of such third-party purchaser. The provisions of this clause shall not apply in the event of a Distressed Sale (as defined in the CONSTITUTION), transfer to a family trust or transfer from a deceased estate to a surviving spouse or direct family member. ("Family Trust" means a trust created primarily for the benefit of the initial owner of the ERF's or UNIT's spouse, surviving spouse, brother, sister and/or descendants ("the Immediate Family") and/or the initial owner of the ERF or UNIT himself and in respect of which the beneficiaries as to not less than 100% of the income and capital are members of the Immediate Family or which is effectively controlled by the Immediate Family and/or the initial owner of the ERF or UNIT himself and of which any of the Immediate Family or the initial owner of the ERF or UNIT himself is a trustee.)

18 VANDALISM

18.1 The HOA has a zero-tolerance approach to vandalism (damage) of property. The following action will be taken against the perpetrators of any such acts:

- 18.1.1 All damages will be restored at the perpetrator's or his/her parents' expense in the case of a minor;
- 18.1.2 Should damage be caused to the property of an OWNER within the ESTATE, the HOA will provide the OWNER and RESIDENT with all the information at its disposal with regards to such damage. Any legal action will then be at the decision of the OWNER; and
- 18.1.3 Trespassing on a RESIDENT's private property with the intention of playing "tok tokkie" / "ding-dong-ditch" will incur a penalty as set out in the ERT.

19 CONDUCT

- 19.1 No washing of any nature (including but not limited to garments and household linen) may be hung or placed to dry except in areas specifically designated for that purpose. All washing lines and similar devices must be placed below the level of garden/yard walls in order that they are not readily visible from any road and/or other ERF.
- 19.2 No unauthorised persons are allowed on any ERF where building operations are under progress.

- 19.3 No person shall make or cause to be made any undue disturbance or noise or do anything or allow anything to be done that may constitute a nuisance in the sole and unfettered discretion of the MANAGER to other RESIDENTS.
- 19.4 The use of noisy machinery and power tools in the open (i.e. outside a purpose-built workshop), outside of normal working hours must be avoided and is permitted only occasionally and in exceptional circumstances.
- 19.5 All building work, whether undertaken by a contractor or by the RESIDENT, must be done during the hours stipulated by the HOA from time to time for BUILDING CONTRACTORS. Loud music and other undue noise are not permitted.
- 19.6 In order to maintain the low density residential nature of the ESTATE, no member or tenant shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any dwelling on the ESTATE.

20 SYNDICATION OWNERSHIP

- 20.1 Syndication ownership both direct and indirect of an ERF or UNIT is at all times limited to 6 (six) natural persons.

21 COMMERCIAL ACTIVITIES

- 21.1 Save for those commercial activities recorded by the DEVELOPER for the ESTATE at the time of the establishment of the HOA, the MANAGER is entitled to regulate all commercial activities on or about the ESTATE.
- 21.2 No application for any trading or similar license may be made to conduct any commercial activity of any nature from any ERF without the prior written consent of the HOA.
- 21.3 No advertising board or signs, including business signage of any nature, may be displayed on or about the ESTATE without the HOA's approval.
- 21.4 No "For Sale" signs or any signage pertaining to the sale of ERVEN or UNITS except that of the sales agency duly mandated by the DEVELOPER may be displayed on the ESTATE or on private ERVEN or affixed to any buildings;
- 21.5 No door to door canvassing and/or selling is permitted.
- 21.6 Some commercial activities may be carried out within the ESTATE by the DEVELOPER, HOA or their agents and it is in the interest of the ESTATE to ensure the commercial viability of such commercial activities. Accordingly, the RESIDENTS must have due

regard to the commercial activities and provided such activities are undertaken in a normal and reasonable manner, these ESTATE RULES shall not be interpreted so as to prejudice any such activities.

22 BUILDING REQUIREMENTS AND CONSTRUCTION

- 22.1 Please see the BRR and Annexure B SHOC Deliverables which is available on the WEBSITE. Should any dispute arise in connection with the ARCHITECTURAL & LANDSCAPING DESIGN GUIDE, including but without limitation, the application and/or interpretation thereof, the CONTROLLING ARCHITECTS' decision in respect of any such dispute shall be final and binding upon the parties to the dispute and if necessary the CONTROLLING ARCHITECTS can, with the approval of the HOA, make the necessary amendments to the above GUIDE where such GUIDE is, in the sole discretion of the CONTROLLING ARCHITECTS' and the HOA, lacking or vague.

23 APPROVAL OF ALTERATIONS AFTER OCCUPATION

- 23.1 Should a HOMEOWNER wish to make alterations to his/her house and or garden the HOMEOWNER must adhere to the following:
- 23.1.1 all alterations must be shown on a plan for alterations done to IMPROVEMENTS and or LANDSCAPING for scrutiny by the HOA;
- 23.1.2 the CONTROLLING ARCHITECT and HOA will not fulfil the function of approving plans insofar as compliance with the LOCAL AUTHORITY by-laws etc. is concerned but will merely ensure that they comply with the GUIDE and where possible identify matters of possible conflict;
- 23.1.3 all building plans must be submitted to the offices of the CONTROLLING ARCHITECTS. All LANDSCAPING PLANS must be handed in to the offices of the HOA;
- 23.1.4 the CONTROLLING ARCHITECTS will meet every two weeks, or as determined from time to time together with the AESTHETIC COMMITTEE to evaluate the plan submissions. Written responses will be made on all submissions to the CONTROLLING ARCHITECTS after these meetings;
- 23.1.5 all plans necessary for LOCAL AUTHORITY approval must be submitted, together with the fully completed Architectural Plan Checklist (for the Architectural Plan Checklist), a perspective drawing, an A3 set of all building plans and an extra rendered paper copy for HOA record purposes;

- 23.1.6 approved drawings will be stamped by the CONTROLLING ARCHITECTS and made available for collection by the ARCHITECT or HOMEOWNER for submission to the LOCAL AUTHORITY. All approval fees, (i.e. Council fees) are for the HOMEOWNER'S account;
- 23.1.7 no building activity will be allowed without proof of the approved plans from the CONTROLLING ARCHITECTS and if needed the LOCAL AUTHORITY or a letter from the LOCAL AUTHORITY authorising the HOMEOWNER to start; and
- 23.1.8 where alterations are made without such approved plans the HOA reserves the right to insist they must be reversed and may levy a monthly penalty of R5,000 for every month during which such reversal has not been completed.

24 ELECTRONIC EQUIPMENT

- 24.1 The possession, ownership, operation or use of illegal trans-receiving devices and/or radio equipment in addition to any other legal equipment which may interfere with the electronic services on the ESTATE are prohibited.

25 FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 25.1 No person shall bring or permit any person to bring any substances onto the ESTATE or permit the storage of any substances on the ESTATE which may constitute a fire hazard or a threat to the health of any RESIDENT or other person or which may result in the contamination of the ESTATE.
- 25.2 Fireworks are strictly prohibited.

26 LANDSCAPING, POOLS, JUNGLE GYMS ETC.

- 26.1 The nature, content and design of the gardens on an ERF, including the establishment and maintenance of landscaping in these areas and all pools must be maintained and shall be subject to the standards required by the HOA. Should the standards not be adhered to, the HOA shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and will charge the OWNER accordingly.
- 26.2 No liability will be accepted by the HOA for any damage, accidents or injury to any person caused by swimming pools on an ERF.
- 26.3 Jungle Gyms, swings, trampolines, doll houses, bird cages, garden sheds, portable or temporary swimming pools, garden accents and decorations, sculptures, name signs / boards and similar equipment or structures must be placed below the level of garden/yard

walls in order that they are not readily visible from any road and/or other ERF or public open space. No temporary wire fencing or similar fencing may be erected and all boundary screen elements must comply with the GUIDE.

- 26.4 OWNERS may apply to the HOA to landscape areas of COMMON PROPERTY around an ERF owned by them which in their view would benefit from extra landscaping. Whether or not this will be permitted will be entirely at the discretion of the HOA with regard to any area or ERF. OWNERS will be obliged to accept that such permission will be granted in some cases and not in others.
- 26.5 No temporary structures, as defined by the National Building Regulations, may be erected.

27 AIRCRAFT LANDING

- 27.1 For security reasons and the protection of privacy of RESIDENTS, no aircraft (including drones) are permitted to be operated over land, on private or ESTATE property or other open areas, without consent by the HOA. Consent shall only be considered on receipt of a completed and signed application and indemnity form.
- 27.2 Drones may be operated for the exclusive use of marketing/sales/security/events and any such related matters, subject to Civil Aviation Authority procedures and consent by the HOA.

28 ELECTRICITY AND GAS SUPPLY

- 28.1 The electricity network on the ESTATE is privately owned and operated and RESIDENTS are compelled to tie into the ESTATE's electricity network. The network will be managed by a private network manager and this network manager will invoice MEMBERS directly for electricity usage.
- 28.2 Each residence on an ERF will contain an LPG gas network for cooking, geyser heating, gas fire place, and braai. It is compulsory for MEMBERS to remain connected to the ESTATE's said LPG network, which network will be privately owned and operated by a private network operator who will invoice MEMBERS directly.

29 WATER

- 29.1 The HOA shall not be liable for damages, expenses or costs caused to RESIDENTS for any interruption in water supply.

- 29.2 Under no circumstances shall any rebate be allowed on any account for water supplied and metered in respect of water wasted due to leakage or any other fault in the ERF installation. No person shall in any manner or for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 29.3 No person, other than a person specifically authorised thereto by the HOA or the MANAGER in writing, shall directly or indirectly, connect, attempt to connect or cause to be connected any installation or part thereof to the mains supply or service connection.
- 29.4 The MANAGER may, without notice, disconnect any ERF temporarily for purposes of effecting repairs or carrying out tests, or for any other legitimate purpose.
- 29.5 The MEMBERS shall pay for the usage of water on a pay as you use basis. Water meters will therefore be installed in each ERF at a charge determined from time to time by the HOA. Procedures, costs and all other aspects relating to the system utilised on the ESTATE shall be determined from time to time by the HOA and communicated to MEMBERS by the MANAGER. Collection of rainwater is permitted, provided that the design of such method is permitted in terms of the GUIDE and approved by the HOA.
- 29.6 In order to effectively manage water resources, no borehole may be sunk on the ESTATE nor any existing borehole may be used for any purpose whatsoever.
- 29.7 The HOA shall take all reasonable steps to procure and maintain an adequate supply of water to OWNERS or RESIDENTS, but does not guarantee that same will always be maintained.
- 29.8 The HOA shall not be liable for damages, expenses or costs caused to RESIDENTS due to flooding and excess storm water.

30 LEVIES

- 30.1 Levies are payable by MEMBERS monthly in advance by bank debit order on the first day of each month into the bank account of the HOA.
- 30.2 Levy and water accounts will be sent electronically and it will be the OWNER'S responsibility to ensure all their details are correct and up to date. The HOA will not take responsibility if an OWNER did not receive an account.
- 30.3 Any amount not paid on due date shall attract interest at a rate determined by the TRUSTEES until payment has been received.

31 WARNINGS AND PENALTIES

- 31.1 Warnings and Penalties are issued according to the ERT as published on the WEBSITE. They are to be paid into the HOA account within 30 days from date of being issued. If an OWNER feels the FINE is unwarranted they may appeal in writing to the TRUSTEES but the FINE must be paid in the meantime.
- 31.2 The HOA shall investigate (in such manner as it deems fit) written complaints received from RESIDENTS relating to the behaviour and/or conduct of other RESIDENTS and persons on or about the ESTATE and shall take such steps with regard thereto as it may deem fit. The HOA shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received. If any person contravenes or fails to comply with any of the provisions of these ESTATE RULES or any conditions imposed by or directives given by the HOA in terms of these ESTATE RULES, the MANAGER or SECURITY MANAGER shall be entitled (without limiting any other rights afforded to them in terms of these ESTATE RULES) to impose a FINE as may be approved by the HOA from time to time on the person concerned.
- 31.3 If the person concerned is a family member, guest, tenant or other invitee of a MEMBER, that MEMBER will be liable for payment of such FINE. Any FINE imposed on a MEMBER and/or his family members, tenant, guest or other invitee shall be deemed to be a debt due and payable by the MEMBER concerned to the HOA forthwith on demand.

32 ENFORCEMENT OF THE ESTATE RULES

- 32.1 For purposes of the enforcement of any of the ESTATE RULES, the TRUSTEES may take or cause to be taken such steps as they may consider necessary to remedy the breach of the ESTATE RULES of which a RESIDENT may be guilty, and the HOA may take such action, including court proceedings, as it may deem fit.
- 32.2 In the event of any MEMBER/RESIDENT disputing his/her or someone under his/her control's breach of any of the ESTATE RULES or in the event of any MEMBER appealing against a penalty, an ad hoc committee comprising of 3 (THREE) TRUSTEES, will be appointed by the CHAIRPERSON for the purpose of adjudicating upon the issue at such time and in such manner and according to such procedure as the CHAIRPERSON may direct. Proceedings will take place without legal representation unless agreed otherwise between the TRUSTEES and the MEMBER/RESIDENT in question.
- 32.3 Notwithstanding the above proceedings, the HOA reserves the right to institute civil action in a court of competent jurisdiction or lay criminal charges against a transgressor, in the name of the HOA in the event of a breach of an ESTATE RULE. In pursuing such

action the TRUSTEES may appoint such attorneys and counsel as they may deem fit to represent the HOA.

33 GENERAL ESTATE RULES

- 33.1 The HOA shall have control of the use of the COMMON PROPERTY including all recreational and entertainment facilities and all other amenities on the COMMON PROPERTY and the HOA shall have the right to levy charges for the use thereof, if considered necessary.
- 33.2 In general, where no specific ESTATE RULES have applicability, the TRUSTEES reserve the right for the MANAGER to make ESTATE RULES from time to time that he may deem necessary subject to the approval of the TRUSTEES.
- 33.3 The TRUSTEES reserve the right to amend these ESTATE RULES from time to time in such manner as they deem necessary.
- 33.4 The MANAGER will publish any changes in the ESTATE RULES on the WEBSITE and on the Community Portal.

ACCEPTANCE

I, the undersigned _____

resident / tenant / owner / employee *[delete whichever is not applicable]* of
_____ *[insert ERF/UNIT number]*

1. hereby accept all the terms, conditions and rules as contained in this ESTATE RULES document;
2. acknowledge that the TRUSTEES have the authority to amend the ESTATE RULES and the ERT by virtue of the CONSTITUTION and agree that I am equally bound by any changes made in good faith by the TRUSTEES in the future to the ESTATE RULES and agree to abide by them;
3. understand that a copy of the latest amended version of the ESTATE RULES is available upon request from the HOA and also on the WEBSITE and Community Portal.

Signature of

Date:

Place:

Annexure A

CONTRACTOR FEES

SHOC DELIVERABLES

Annexure C

ESTATE RULES TRANSGRESSION CHART (ERT) [REVISION 01/2023]

NO.	DESCRIPTION	PENALTY
1	DISTURBANCES (Warnings for First Offence)	
a	Domestic noise (loud music, partying, etc.): Second Offence	R 500.00
b	Domestic noise (loud music, partying, etc.): Third Offence	R 1000.00
c	After hours social noise (loud music, partying, etc.): Second Offence	R 500.00
d	After hours social noise (loud music, partying, etc.): Third Offence	R 1000.00
c	Domestic Animal noise disturbances (excessive dog barking)	R 1000.00
2	DOMESTIC REFUSE & WASTE (Warnings for First Offence)	
a	Dustbins not kept in courtyard	R 300.00
b	Refuse, boxes and materials stored on verge or driveway	R 300.00
c	Landscaping material stored on verge or driveway	R 300.00
d	Washing not screened	R 300.00
3	ANIMALS	
a	Dogs roaming/walking without a leash: First Offence	R 1000.00
b	Dogs roaming/walking without a leash: Second Offence	R 2000.00
c	Dogs roaming/walking without a leash: Third Offence	Steps to remove animal from estate
d	Dogs attacking residents, animals, contractors	Steps to remove animal from estate
e	Dog & Cat defecating in public	R 500.00
f	Dog & Cat not wearing tag	R 500.00
g	Cat causing nuisance to HOA or other residents: First Offence	Warning
h	Cat causing nuisance to HOA or other residents: Second Offence	R 1000.00
i	Cat causing nuisance to HOA or other residents: Third Offence	Steps to remove animal from estate
j	Farm like animals, reptiles or any exotic pets/incorrect breed kept on erven	R 1000.00 and steps to remove animal from estate
4	RESIDENTS, DEVELOPER & CONTRACTOR: EMPLOYEES (Warnings for First Offence)	
a	Employees not enrolled on the Biometric system	R 1000.00 for each day of non-compliance
b	Contractors not confining themselves to their designated work areas	R 500.00

5 TRAFFIC & TRANSPORT VEHICLES AND SECURITY							
a		Kilometres / hour	1 st Transgression	2 nd Transgression	3 rd Transgression	4 th Transgression	
		25 – 30 km/h	R 250.00	R500.00	R1 000.00	R5 000.00	
		31 – 40 km/h	R5 00.00	R1 000.00	R2 000.00	R5 000.00	
		41km/h and above	R1 000.00	R2 000.00	R2 500.00	R5 000.00	
b	Reckless driving (not abiding by traffic rules)					R1 000.00	
c	Cutting Traffic Circles					R 500.00	
d	Illegal parking & driving, e.g. verges, pedestrian paths, open areas, private parking bays					R 500.00	
e	Caravans, Boats, Campers, Camping Trailers, Trailers, quad bikes or any similar transport vehicle parked visible on driveway or road					1st Transgression Penalty R 500.00 2nd Transgression Penalty R1 000.00 3rd Transgression Penalty R2 000.00	
f	Privately owned vehicles not driven by a licensed driver:First Offence					R1 000.00	
g	Privately owned vehicles not driven by a licensed driver:Second offence					R2 000.00	
i	Verbally abusing, disrespecting or challenging the Speed Control Officer					R1 000.00	
j	Children joy riding in motor vehicles					R5 000.00	
k	Delinquent behavior by minors					1 st Offence R10 000.00 or such amount as determined by the Trustees	
6	ENVIRONMENTAL						
a	Making fires at picnic areas, in public open spaces, or uncontrolled fires on privately owned erven, the FARM or the RIPARIAN ZONE					R1 000.00	
b	Burning of plant material or waste on private properties					R1 000.00	
c	Oil spillages on roads					R 500.00 & Clean-up Cost	
d	Damages to Estate Irrigation					R1 000.00 & Repair Cost	
e	Illicit use of Estate Irrigation water					R5 000.00	
f	Littering					R 300.00	
7	CLUB & SPORTING FACILITIES						

8	BUILDING & AESTHETICS	
a	Alterations & Maintenance not in building hours	R 500.00
b	Alterations or additions to existing properties without plans or written ESTATE approval	R5 000.00 & referred to Building Committee
c	Aesthetic additions to properties without approval	R5 000.00 & referred to Aesthetics Committee
d	Non-approved plants & trees added to landscaping	R 300 & own removal & referred to Landscaping Committee
e	Landscaping unmaintained i.e. grass not trimmed and weeds visible - 48 hours' notice to repair – Refer to Estate Rule 26	After 48 hours' notice, R 500.00
f	Maintenance of House and/or Garden not in accordance with a standard acceptable to the HOA, 30-day Notice to comply	After 14-day notice, R 500.00 per day of non-compliance
g	Trampoline including poles & safety netting visible from road / common property / other erven, 7-day Notice to comply	R 300.00 per week of non-compliance
9	VANDALISM	
a	Delinquent behaviour & Vandalism to any HOA, Estate & Club buildings, equipment, landscaping, any park, private property, private building sites	Minimum of R 5000.00 or amount determined by the Trustees & repair cost
10	TRESPASSING	
a	Building sites without permission	R 500.00
b	Restricted areas	R 500.00
c	Picnic area after hours on privately owned erven, FARM or RIPARIAN ZONE	R 500.00
d	Private Property Residence – “tok tokkie”, “ding, dong ditch”	R 500.00
11	SHORT TERM RENTALS	
a	Short term renting of property not conforming to Estate Rule 17: First Offence	R2 500.00
b	Short term renting of property not conforming to Estate Rules 17: Second Offence	R5 000.00
c	Short term renting of property not conforming to Estate Rule 17: Third Offence	Refer to Trustees
12	GENERAL	
a	Not furnishing updated address/email address/personal information	R 300.00
b	Not generating codes for visitors on Guest Enrolment system (more than 10 times per month)	R 30.00 (per pin code generated by Security)
c	Generating access code for a third party	R 2 000.00