

DIREKTORAAT: MENSLIKE NEDERSETTINGS, BEPLANNING EN ONTWIKKELING
DIRECTORATE: HUMAN SETTLEMENTS, PLANNING AND DEVELOPMENT

Reference number: 2733700
Enquiries: DM Gelderbloem
Date: 21 August 2023
Erf nr/Erf no: Erf 202 portion 78 Hansmoeskraal

MARLIZE DE BRUYN PLANNING
PO Box 2359
GEORGE
6530

PER E-MAIL: marlize@mdbplanning.co.za

**RE:APPLICATION FOR THE TRANSFER OF THE PUBLIC PLACES SITUATED WITHIN
THE LE GRAND DEVELOPMENT**

The abovementioned matter refers.

Your application was discussed at a Council Meeting held on Thursday, 27 July 2023. Please find attached a signed copy of the signed Council Resolution for your record purposes.

Yours faithfully



DM GELDERBLOEM
MANAGER: INVESTMENT PROPERTIES

8 September 2023 8:05:10 AM: DM Gelderbloem
Leteren 2023 21 August 2023 10:00 AM: DM Gelderbloem





11.8 **APPLICATION FOR THE TRANSFER OF THE PUBLIC PLACES SITUATED
WITHIN THE LE GRAND DEVELOPMENT – IN PRINCIPLE APPROVAL**
(continues on next page)

Proposed by Councillor Stander and seconded by Councillor Johnson, it was

RESOLVED

- (a) That the application received from Marlize de Bruyn Planning on behalf of the developer of the Le Grande Development requesting that the Municipality waive their vested rights over the public places and roads as set out hereunder, **BE NOTED**;
- (b) That the transfer of the Public Place Erf 25 Le Grand, **NOT BE APPROVED**, as it is required for municipal own use, being service delivery as a reservoir is located on it;
- (c) That Council **TAKE NOTE** of Regulation 7 of the Asset Transfer Regulations listed in the report;
- (d) That, before Council takes a final decision, the application **BE ADVERTISED** in the local press for any interested parties and/or the public to submit counter proposals and comments and/or representations;
 - a. That **IN PRINCIPLE APPROVAL BE GRANTED** that the public places and roads listed below are not required for the minimum level of basic Municipal service delivery in terms of Section 14(2) of the Municipal Finance Act 2003, (Act 56 of 2003);
- (e) That the transfer of the public places and roads within the Le Grand development that vest in the Municipality as listed below to the Developer and/or the Le Grand Homeowners' Association (to be established) at the amount of R25000.00 plus VAT each, as indicated in the asset register, **BE APPROVED IN PRINCIPLE**, subject to the following conditions:
 - a. that the vesting transports of the public places and roads within the Le Grand development **BE FINALISED** at the cost of the developer/HOA and/or the successful applicant;
 - b. that, subsequent to the transfers being finalised in terms of (f)(i) above, the waiving of the vesting rights of the public places and

RB
28/07/2023



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MUNICIPALITY

EXTRACT FROM DRAFT MINUTES ORDINARY COUNCIL MEETING 27 JULY 2023

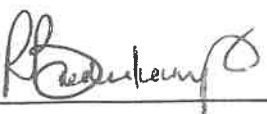
11.8 **APPLICATION FOR THE TRANSFER OF THE PUBLIC PLACES SITUATED
WITHIN THE LE GRAND DEVELOPMENT – IN PRINCIPLE APPROVAL**
(continues from previous page)

roads within the Le Grand development listed below, **BE APPROVED;**

- c. that the developer/HOA and/or the successful applicant applies, as part of the implementation of a rezoning and amendment of conditions application (if approved), add a condition for approval for the establishment of a Homeowners' Association;
- d. that the developer and/or the successful applicant be responsible for the preparation and submission of applications for closure and rezoning of the public places and roads within the Le Grand Development on Portion 78 of the farm Hans Moes Kraal 202, George in terms of the provisions of the George Municipality Land Use Planning By-Law, 2015, as well as the subsequent transfer of the properties, once the decision on the land development application has taken effect;
- e. that a condition **BE REGISTERED** against the title deed of the private places that it may not be rezoned for any other purpose;
- (f) That the developer/HOA and/or the successful applicant be responsible for **ALL COSTS** associated and related to this transaction; and
- (g) That this approval is **SUBJECT THERETO**, that all administrative, technical and legal requirements are adhered to.

**List of Public Places and Roads within the Le Grand development on
Portion 78 of the farm Hans Moes Kraal 202, George**

- (a) Public Places Erven 143, 160, 229 & 305, Le Grand - **Annexure "D"** to the agenda.
- (b) Public Roads over the Remainder of Erven 1, 117 & 340, Le Grand - **Annexure "E"** to the agenda.



Date: 28/07/2023

Manager: Committee Support (Miss R Bredenkamp)



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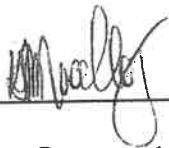
EXTRACT FROM DRAFT MINUTES ORDINARY COUNCIL MEETING 27 JULY 2023

11.8 **APPLICATION FOR THE TRANSFER OF THE PUBLIC PLACES SITUATED
WITHIN THE LE GRAND DEVELOPMENT – IN PRINCIPLE APPROVAL**
(continues from previous page)



Date: 28/7/2023

Deputy Director: Corporate Services (Admin) (Mr E Ganza)



Date: 31/7/23

Director: Corporate Services (Mrs K Moodley)

The application was discussed at a meeting held on 11 June 2025.

Town Planning

- Please submit a status report from the Surveyor General's Office, together with the relevant closure notices as published in the Provincial Gazette, confirming the status of the public places/streets, to confirm the actions required in terms of closures.
- An application must be submitted to rezone all the properties (including the public places) to Single Residential Zone II (Estate Housing). A land use plan must be submitted with the application, for consideration. The land use plan must indicate the allocation of uses under the zoning, for example Single Residential Zone II Estate Housing – Private Road.
- An application for the amendment of the General Plan is not required, given the fact that the cadastral layout will remain the same.
- Please contact the Municipality's Property Management Section (Donald Gelderbloem dmgelderbloem@george.gov.za) to confirm the process of amending the Council Resolution (a Council Resolution cannot be amended in terms of the Planning By-law, 2023).
- Please submit the Council Resolution with the land use application.
- Please indicate all servitudes on the land use plan. Please note the servitudes must be functional.
- Please obtain legal advice in respect of the proposed resolutions from all property owners (submit letter from legal representative with the land use application).
- **The applicant is exempted from submitting conveyancer's certificates and bondholders' consents.**
- Full public participation process will apply.
- The application must be motivated in terms of the relevant legislation (SPLUMA, LUPA, PSDF, MSDF etc.).
- Please indicate compliance of the proposal with the objective and development parameters relevant to the proposed zoning.
- The motivation report must elaborate on the impact of the proposal considering the Gwaing River Estuary Estuarine Management Plan.

Civil Engineering Services

Internal engineering service access

- Suitable and accessible access to the two internal pump stations is required. Please contact the Operation Department (Sanitation) in order to resolve this matter.

Development Charges (DCs)

- Normal Development Charges (DCs), if applicable, will be levied in accordance with the DC policy and the applicable By-law and or policy on the properties still to be transferred.

Water & Sewer

- Water & Sewer is available, subject to the confirmation of both network and/or treatment capacity.

Stormwater

- The developer must ensure full compliance with the relevant Stormwater By-law.

PART F: SUMMARY / WAY FORWARD

The submission of the land use application may proceed, considering Part E above.

OFFICIAL: Martin Botha

PRE-APPLICANT: Maxi Swanepoel (FULL NAME)

Willem Groenewald (FULL NAME)

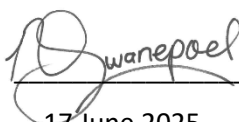
SIGNED:  _____

SIGNED:  _____

DATE: 17 June 2025

DATE: 28 May 2025

OFFICIAL: Naudica Swanepoel

SIGNED:  _____

DATE: 17 June 2025

**Please note that the above comments are subject to the documents and information available to us at the time of the pre-application meeting and we reserve our rights to elaborate on this matter further and/or request more information/documents should it be deemed necessary.*

LUTEREK ATTORNEYS
30 MONTAGU STREET,
MOSSEL BAY

Prepared by me



Fee endorsement	
Purchase price/Value	R. 22 800 000,00
Mortgage capital Amount	R. 300 000 000,00
Reason for exemption	Exempt i.t. o
Cat.	section Act

BC000020457/2018

GEKANSLEDEER
CANCELLED

VEREIND

29 MAY 2018

VIR

FOR R. 30 000 000,00

B000002024/2013

30 JAN 2013

MORTGAGED

REGISTRATEUR/REGISTRAR

For Release
See Bond

8

T 000003650/2013

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

MARK EDGAR WITZMANN

appeared before me, REGISTRAR OF DEEDS at Cape Town, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at Pretoria on 11 July 2012 granted to him by

The Liquidator of
BROAD BRUSH INVESTMENTS 19 PROPRIETARY LIMITED (IN LIQUIDATION)
REGISTRATION NUMBER 2003/024126/07
Number C284/2010

DATA / CAPTURE
10:10:23
NGOGWANA PENFLOPE

Ghosi/Convey 13.6.4.3

And the appearer declared that his said principal the Liquidator of BROAD BRUSH INVESTMENTS 19 PROPRIETARY LIMITED (IN LIQUIDATION) Number C284/2010 had, on 18 October 2011, truly and legally sold by Public Auction, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

**CS HENTIQ 1044 PROPRIETARY LIMITED
REGISTRATION NUMBER 2011/102930/07**

or its Successors in Title or assigns, in full and free property

**1. ERF 336 LE GRAND
IN THE MUNICIPALITY AND DIVISION OF GEORGE
PROVINCE WESTERN CAPE**

**IN EXTENT 42,8266 (FORTY TWO COMMA EIGHT TWO SIX SIX)
HECTARES**

**FIRST TRANSFERRED BY DEED OF TRANSFER NR 30657/1965 WITH
DIAGRAM NR 8824/1961 ANNEXED THERETO AND HELD BY DEED OF
TRANSFER NO T 17667/2004**

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr T5028/1926.

B. GEREGTIG op die voordeel van 'n servituutpad en beperking op oprigting van hekke daaroor, 'n wysiging waarna gemaak is in 'n endossement gedateer 13 November 1941, wat soos volg lees:

"By Transfer No 5225/54 dated 10/4/54 paragraph (1) of the withinmentioned property is entitled to the benefit of a servitude (a) of a private road 30' wide across "Craigie Burn A" in extent 66 morgan 350sq roods, as marked X-Y on Diagram No A4075/30 filed with D/T 1918/34 and (b) restricting the erection of any further gates across the said Private Road other than the two existing ones on the western and eastern boundaries of the said "Craigie Burn A" as will more fully appear on reference to the said Transfer Deed."

**2. ERF 337 LE GRAND
IN THE MUNICIPALITY AND DIVISION OF GEORGE
PROVINCE WESTERN CAPE**

IN EXTENT 42,8266 (FORTY TWO COMMA EIGHT TWO SIX SIX) HECTARES

**First Transferred by Deed of Transfer T19852/1962 with diagram No. 8825/1961
annexed thereto and Held by Deed of Transfer No T17666/2004**

A. ONDERHEWIG aan die voorwaardes waarna verwys word in Transportakte Nr 5028 gedateer 26 Mei 1926.

B. GEREGTIG op die voordeel van 'n servituut van 'n Pad deurgang en beperking van oprigting van hekke daaroor, waarna verwys word in 'n endossement gedateer 10 April 1954, op Transportakte Nr T11843/1941 wat soos volg lees:

"By Transfer No 5225/54 dated 10/4/54 paragraph (1) of the within mentioned property is entitled to the benefit of a servitude (a) of Private Road 9,45 metres wide across "Craigie Burn A" in extent 57,0307 hectares, as marked X-Y on Diagram No A4075/30 filed with D/T 1918/34 and (b) restricting the erection of any further gates across the said Private Road other than the two existing ones on the western and eastern boundaries of the said "Craigie Burn A" as will more fully appear on reference of the said Transfer Deed."

3. REMAINDER OF PORTION 78 (PORTION OF PORTION 12) OF THE FARM HANS MOES KRAAL NO 202

**IN THE MUNICIPALITY AND DIVISION OF GEORGE
PROVINCE WESTERN CAPE**

IN EXTENT 11,4614 (ELEVEN COMMA FOUR SIX ONE FOUR) HECTARES

**FIRST TRANSFERRED BY DEED OF TRANSFER NO T28536/1966 WITH
DIAGRAM NO 8826/1961 ANNEXED THERETO AND HELD BY DEED OF
TRANSFER NO T36187/2004**

A. SUBJECT to the conditions referred to in Deed of Transfer No T5028/1926

B. ENTITLED to the benefit of a servitude of a Roadway and restriction of the erection of gates thereover, reference whereto is made in an endorsement dated 10th April 1954 on Deed of Transfer No T11843/1941 which reads as follows:

"By Transfer No 5225/54 dated 10 April 1954 paragraph (1) of the within mentioned property is entitled to the benefit of a servitude (a) of Private Road of 9,45 metres wide across "Craigie Burn A" in extent 57,0307 hectares as marked X-Y on diagram No. A4075/30 filed with Deed of Transfer no T1918/34; and (b) restricting the erection of any further gates across the said Private Road other than the two existing ones on the Western and Eastern boundaries of the said "Craigie Burn A" as will more fully appear on reference to the said Transfer Deed".

4. REMAINDER OF PORTION 130 (PORTION OF PORTION 78) OF THE FARM HANS MOES KRAAL NO 202

**IN THE MUNICIPALITY AND DIVISION OF GEORGE
PROVINCE WESTERN CAPE**

**IN EXTENT: 7 785 (SEVEN THOUSAND SEVEN HUNDRED AND EIGHTY FIVE)
SQUARE METRES**

**ON WHICH GENERAL PLAN NO. 5003/2002 IS REGISTERED INCLUDING
ROADS AND SUCH LAND REMAINS SUBJECT TO THE PROVISIONS OF THE
LAW RELATING TO TOWNSHIPS**

**AS WILL APPEAR FROM GENERAL PLAN NO. 5003/2002 AND HELD BY DEED
OF TRANSFER NO. T36187/2004**

- A. SUBJECT** to the conditions referred to in Deed of Transfer No T5028/1926
- B. ENTITLED** to the benefit of a servitude of a Roadway and restriction of the erection of gates thereover, reference whereto is made in an endorsement dated 10 April 1954 on Deed of Transfer No T11843/1941 which reads as follows:

"By Transfer No 5225/54 dated 10 April 1954 paragraph (1) of the within mentioned property is entitled to the benefit of a servitude (a) of Private Road of 9,45 meter wide across "Craigie Burn A" in extent 57,0307 hectares as marked X-Y on diagram No. A4075/30 filed with Deed of Transfer no T1918/34; and (b) restricting the erection of any further gates across the said Private Road other than the two existing ones on the Western and Eastern boundaries of the said "Craigie Burn A" as will more fully appear on reference to the said Transfer Deed".

- C. SUBJECT FURTHER** to the following condition imposed in Deed of Transfer no T36187/2004, :

"The property hereby transferred has been laid out as per General Plan nr LG 5003/2002 and remains subject to the provisions of the Law relating to Townships, and the rights of owners of erven and all other persons to the public places are not affected by this transfer, which extent includes Portions 131 to 145 and the Street as shown on General Plan nr 5003/2002 as will more fully appear from the Certificate of Remainder issued by the Surveyor General on 16 July 2004.

**5. REMAINDER OF ERF 1 LE GRAND
IN THE MUNICIPALITY AND DIVISION OF GEORGE
PROVINCE WESTERN CAPE**

IN EXTENT 5,1641 (FIVE comma ONE SIX FOUR ONE) HECTARES

**ON WHICH GENERAL PLAN NO. 3250/2004 IS REGISTERED, INCLUDING
ROADS AND SUCH LAND REMAINS SUBJECT TO THE PROVISIONS OF THE
LAW RELATING TO TOWNSHIPS**

**AS WILL APPEAR from General Plan No 3250/2004 AND HELD by Certificate Of
Registered Title No T94864/2004**

- A. SUBJECT** to the conditions referred to in Deed of Transfer No. T5028/1926.
- B. ENTITLED** to the benefit of a servitude of a Roadway and restriction of the erection of gates thereover, reference whereto is made in an endorsement dated 10th April 1954 on Deed of Transfer No. T11843/1941, which reads as follows:

"By Transfer No. 5225/54 dated 10th April 1954 paragraph (1) of the within mentioned property is entitled to the benefit of a servitude (a) of Private Road of 9,45 meter wide across Graigie Burn A' in extent 57,0307 hectares as marked X-Y on diagram No. A4075/30 filed with Deed of Transfer no T1918/34; and (b) restricting the erection of any further gates across the said Private Road other than the two existing ones on the Western and Eastern Boundaries of the said "Graigie Burn A" as will more fully appear on reference to said Transfer Deed."

C. SUBJECT to the following conditions imposed as follows:

The property hereby transferred has been laid out as per General Plan 3250/2004 and shall remain subject to the provisions of the Law relating to Townships and the rights of owners of erven and all other persons to the public places are not affected by this transfer, which extent includes erven numbered 2, 7-13, 18, 22, 26-40, 43, 46-48, 52, 61-63, 69, 70, 73, 74, 77, 82, 86, 87, 106, 107, 109, 116, 1 Public place numbered 25 and the streets as shown on General Plan No. 3250/2004 as will more fully appear from the Certificate of Remaining Extent No. 83/2011 issued by the Surveyor General on 8 December 2011.

D. SUBJECT FURTHER TO the following condition imposed by BROAD BRUSH INVESTMENTS 19 PROPRIETARY LIMITED (IN LIQUIDATION), Registration Number 2003/024126/07, Number C284/2010 for the benefit of the LE GRAND Home Owners Association NPC, Registration Number 2007/006283/08 established in terms of 29 of Ordinance 15 of 1985, namely:

"The property shall not be transferred or alienated without the written consent of the Le Grand Home Owners Association NPC, Registration Number 2007/006283/08."

**6. REMAINDER OF ERF 117 LE GRAND
IN THE MUNICIPALITY AND DIVISION OF GEORGE
PROVINCE WESTERN CAPE**

IN EXTENT 16,6058 (SIXTEEN comma SIX ZERO FIVE EIGHT) HECTARES

**ON WHICH GENERAL PLAN NO. 3252/2004 IS REGISTERED, INCLUDING
ROADS AND SUCH LAND REMAINS SUBJECT TO THE PROVISIONS OF THE
LAW RELATING TO TOWNSHIPS**

**AS WILL APPEAR from General Plan No 3252/2004 AND HELD by Certificate of
Registered Title No. T127237/2004**

A. SUBJECT to the conditions referred to in Deed of Transfer No. T5028/1926.

B. ENTITLED to the benefit of a servitude of a Roadway and restriction of the erection of gates thereover, reference where to is made in an endorsement dated 10th April 1954 on Deed of Transfer No. T11843/1941, which reads as follows:

"By Transfer No. 5225/54 dated 10th April 1954 paragraph (1) of the within mentioned property is entitled to the benefit of a servitude (a) of Private Road of 9,45 meter wide across "Graigie Burn A" in extent 57,0307 hectares as marked X-Y on diagram No. A4075/30 filed with Deed of Transfer 1918/34; and (b) restricting the erection of any further gates across the said Private Road other than the two existing ones on the Western and Eastern Boundaries of the said "Graigie Burn A" as will more fully appear on reference to said Transfer Deed."

C. SUBJECT to the following conditions imposed as follows:

The property hereby transferred has been laid out as per General Plan No. 3252/2004 and shall remain subject to the provisions of the Law relating to Townships and the rights of owners of erven and all other persons to the public places are not affected by this transfer, which extent includes erven numbered 118,120-124,126-

128,131-134,136-138,140,142,144,149-158,161-164,166-170,173-181,183-186, 188-192,194-195,199-204,208,210,216-217,219,223-227,230-239,241,245-258, 260, 262, 264-278,282,285,287-290,292-304, 4 Public places numbered 143, 160, 229, 305 and the streets as shown on General Plan No. 3252/2004 as will more fully appear from the Certificate of Remaining Extent No. 82/2011 issued by the Surveyor General on 8 December 2011.

- D. **SUBJECT FURTHER TO** the following condition imposed by BROAD BRUSH INVESTMENTS 19 PROPRIETARY LIMITED (IN LIQUIDATION), Registration Number 2003/024126/07, Number C284/2010 for the benefit of the LE GRAND Home Owners Association NPC, Registration Number 2007/006283/08 established in terms of 29 of Ordinance 15 of 1985, namely:

"The property shall not be transferred or alienated without the written consent of the Le Grand Home Owners Association NPC, Registration Number 2007/006283/08."

WHEREFORE the said Appearer, renouncing all right and title which the said

Liquidator of BROAD BRUSH INVESTMENTS 19 PROPRIETARY LIMITED (IN LIQUIDATION)
Number C284/2010

heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

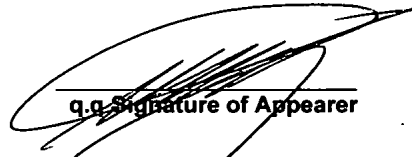
CS HENTIQ 1044 PROPRIETARY LIMITED
REGISTRATION NUMBER 2011/102930/07

or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R22 800 000.00 (TWENTY TWO MILLION EIGHT HUNDRED THOUSAND RAND).


IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at Cape Town on

30 JANUARY 2013



q.q. Signature of Appearer



In my presence














































REGISTRAR OF DEEDS

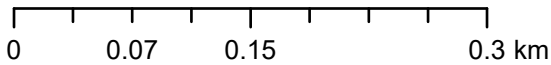
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Zoning Map

Legend

Integrated Zoning Scheme (GIZSB)

-  Estate Housing
-  Non conforming use
-  Agricultural Zone I
-  Agricultural Zone II
-  Agriculture Zone III
-  Business Zone I
-  Business Zone II
-  Business Zone III
-  Business Zone IV
-  Business Zone V
-  Business Zone VI
-  Community Zone I
-  Community Zone II
-  Community Zone III
-  General Residential Zone I
-  General Residential Zone II
-  General Residential Zone III
-  General Residential Zone IV
-  General Residential Zone V
-  General Residential Zone VI
-  Industrial Zone I
-  Industrial Zone II
-  Industrial Zone III
-  Industrial Zone IV
-  Open Space Zone I
-  Open Space Zone II
-  Open Space Zone III
-  Open Space Zone IV
-  Resort Zone
-  Single Residential Zone I
-  Single Residential Zone II
-  Single Residential Zone III
-  Special Planning Area Overlay Zone
-  Subdivisional Area Overlay Zone
-  Transport Usage Zone II
-  Transport Zone I
-  Transport Zone II
-  Transport Zone III
-  Undetermined Use Zone
-  Utility Zone
-  Wards (2019 2020)
-  World Imagery
-  Low Resolution 15m Imagery
-  High Resolution 60cm Imagery
-  High Resolution 30cm Imagery
- Citations
- 1.2m Resolution Metadata



Date: 7/16/2025 2:48 PM


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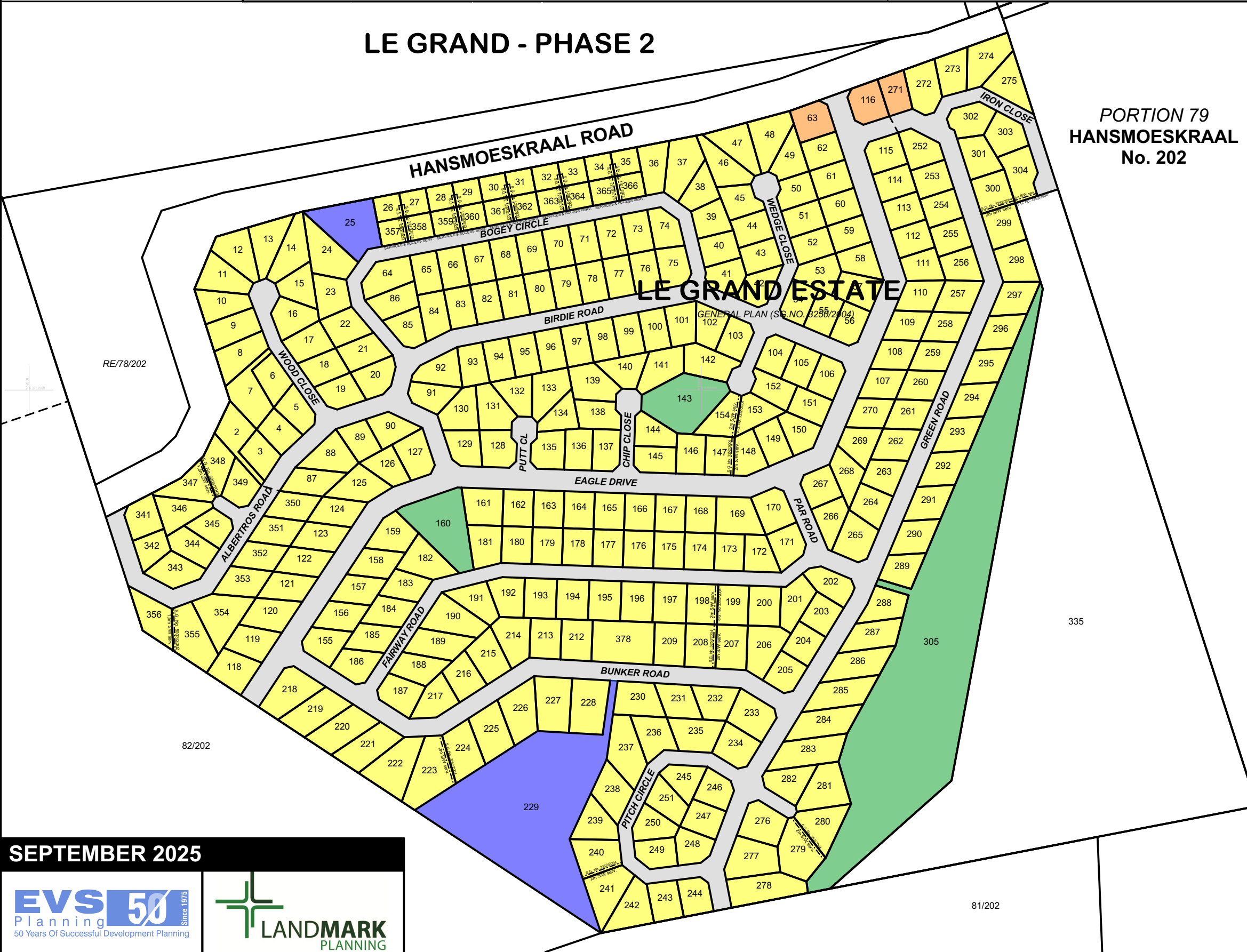
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Persons relying on this information do so entirely at their own risk.

George Municipality will not be liable for any claims whatsoever, whether for damages or otherwise,
which may arise as a result of inaccuracies in the information supplied.

LAND USE MAP - LE GRAND ESTATE

<div> N SCALE 1 : 3 000</div>	PROPERTY DESCRIPTION:	ZONING:	LAND USE:
	ERVEN 2-24, 26-62, 64-116, 118-142, 144-159, 161-209, 212-228, 230-270, 272-304 & 341-366 & 378, LE GRAND	SINGLE RESIDENTIAL ZONE II (ESTATE HOUSING)	DWELLING HOUSE
	ERVEN 63, 116 & 271, LE GRAND	SINGLE RESIDENTIAL ZONE II (ESTATE HOUSING)	H.O.A. & SECURITY OFFICE, STORAGE, CONVENIENCE SHOP
	ERVEN 143, 160 & 305, LE GRAND	SINGLE RESIDENTIAL ZONE II (ESTATE HOUSING)	PRIVATE OPEN SPACE
	PUBLIC STREETS (REMAINDER OF ERVEN 1, 117 & 340, LE GRAND)	SINGLE RESIDENTIAL ZONE II (ESTATE HOUSING)	PRIVATE ROAD
	ERVEN 25 & 229, LE GRAND	UTILITY ZONE	ENGINEERING SERVICES

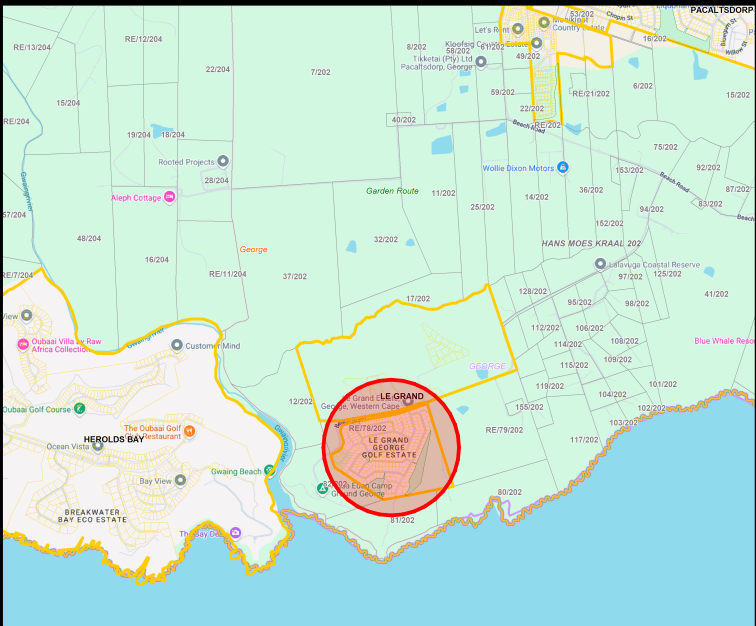
LE GRAND - PHASE 2



SERVITUDE NOTES:

1. ERF 348 IS SUBJECT TO A 1,5m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 5003/2002.
2. ERF 355 IS SUBJECT TO A 1,5m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 5003/2002.
3. ERF 147 IS SUBJECT TO A 2m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 3252/2004.
4. ERF 154 IS SUBJECT TO A 2m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 3252/2004.
5. ERF 198 IS SUBJECT TO A 2m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 3252/2004.
6. ERF 208 IS SUBJECT TO A 2m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 3252/2004.
7. ERF 223 IS SUBJECT TO A 2m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 3252/2004.
8. ERF 240 IS SUBJECT TO A 2m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 3252/2004.
9. ERF 279 IS SUBJECT TO A 2m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 3252/2004.
10. ERF 300 IS SUBJECT TO A 2m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 3252/2004.
11. ERF 304 IS SUBJECT TO A 2m WIDE STORM WATER SERVITUDE, AS INDICATED, VIDE S.G. No. 3252/2004.
12. ERVEN 26 AND ERF 357 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1283/2023.
13. ERVEN 27 AND ERF 358 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1285/2023.
14. ERVEN 28 AND ERF 359 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1287/2023.
15. ERVEN 29 AND ERF 360 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1289/2023.
16. ERVEN 30 AND ERF 361 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1291/2023.
17. ERVEN 31 AND ERF 362 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1293/2023.
18. ERVEN 32 AND ERF 363 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1295/2023.
19. ERVEN 33 AND ERF 364 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1297/2023.
20. ERVEN 34 AND ERF 365 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1299/2023.
21. ERVEN 35 AND ERF 366 ARE SUBJECT TO A SERVICES AND ACCESS SERVITUDE, AS INDICATED, VIDE S.G. No. 1301/2023.

LOCALITY MAP



CO-ORDINATES					
System WGS23					
Constants Y + 0,00 X + 3 700 000,00					
Y metres X		Y metres X		Y metres X	
MAIN FIGURE		BLOCK CORNERS		BLOCK CORNERS	
A	+ 51 860,83	+ 69 386,01	A1	+ 51 407,68	+ 69 282,95
B	+ 51 796,39	+ 69 367,27	A2	+ 51 364,04	+ 69 418,23
C	+ 51 542,05	+ 69 318,23	A3	+ 51 385,41	+ 69 468,92
D	+ 51 497,27	+ 69 309,53	A4	+ 51 443,25	+ 69 444,53
E	+ 51 434,04	+ 69 292,44	A5	+ 51 427,50	+ 69 407,16
F	+ 51 368,70	+ 69 268,92	A6	+ 51 443,80	+ 69 356,66
G	+ 51 359,83	+ 69 296,43	A7	+ 51 440,73	+ 69 350,68
H	+ 51 353,37	+ 69 308,53	A8	+ 51 443,96	+ 69 340,68
I	+ 51 317,96	+ 69 418,32	A9	+ 51 449,94	+ 69 337,62
J	+ 51 355,30	+ 69 506,91	A10	+ 51 459,93	+ 69 340,84
K	+ 51 383,67	+ 69 505,98	A11	+ 51 462,99	+ 69 346,82
L	+ 51 401,84	+ 69 507,90	A12	+ 51 459,77	+ 69 356,82
M	+ 51 503,89	+ 69 464,88	A13	+ 51 453,79	+ 69 359,88
N	+ 51 677,47	+ 69 498,35	A14	+ 51 438,69	+ 69 406,68
O	+ 51 696,24	+ 69 518,42	A15	+ 51 452,93	+ 69 440,45
P	+ 51 707,24	+ 69 528,17	A16	+ 51 497,76	+ 69 421,56
Q	+ 51 754,67	+ 69 554,27	A17	+ 51 496,41	+ 69 412,94
R	+ 51 781,49	+ 69 579,26	A18	+ 51 507,45	+ 69 367,25
S	+ 51 813,50	+ 69 575,14	A19	+ 51 527,57	+ 69 352,84
T	+ 51 827,06	+ 69 571,19	A20	+ 51 748,01	+ 69 395,34
U	+ 51 861,99	+ 69 532,04	A21	+ 51 764,00	+ 69 418,00
V	+ 51 850,48	+ 69 508,06	A22	+ 51 760,00	+ 69 438,00
W	+ 51 877,00	+ 69 425,00	A23	+ 51 726,00	+ 69 478,00
X			A24	+ 51 731,82	+ 69 501,67
Y			A25	+ 51 775,45	+ 69 516,09
			A26	+ 51 812,20	+ 69 463,77
			A27	+ 51 820,12	+ 69 443,10
			A28	+ 51 813,31	+ 69 430,14
			A29	+ 51 816,89	+ 69 420,80
			A30	+ 51 823,70	+ 69 416,99
			A31	+ 51 833,02	+ 69 420,56
			A32	+ 51 836,79	+ 69 428,95
			A33	+ 51 821,53	+ 69 468,74
			A34	+ 51 784,04	+ 69 522,12
			A35	+ 51 812,33	+ 69 548,81
REFERENCE MARKS					
RM3	+ 51 865,52	+ 69 390,89			
RM4	+ 51 425,69	+ 69 286,83			
RM5	+ 51 620,49	+ 69 331,69			
TRIGONOMETRICAL BEACONS					
Δ(119) GEO 6	+ 52 315,50	+ 68 076,86			
Δ(163) OUD 7	+ 56 651,97	+ 52 235,65			

(LE GRAND ALLOTMENT AREA)

GENERAL PLAN No. 3250/2004

of
THE SUBDIVISIONS OF ERF 1, LE GRAND
Vide Diagram No. 3249/2004
Deed of Transfer No. 2004/41204
Comprising 114 erven numbered 2 to 24, 26 to 116,
1 Public Open Space numbered 25 and the streets
Situating
in the Municipality and
Administrative District of GEORGE
Province Western Cape

SCALE 1: 750

CDR

THIS PORTION IS SUBJECT TO
CONDITIONS REFERRED TO IN
SECTION 11(1) OF ACT 21/1994

S.G. No. 3250/2004
APPROVED
SURVEYOR-GENERAL
DATED: 14 October 2002
Approved in terms of Section
25(1) of Ordinance 15 of 1985
Ref.: GEDELTTE 78 VAN DIE
PLAAS No. 202
Dated: 14 October 2002
EXEMPT FROM PROVISIONS
OF ACT 70 OF 1970
SECTION 1(a)

ENDORSEMENTS

NO	AMENDMENT	ADDITION	AUTHORITY	INTD.	DATE
1	Closure of Public Road				
2	Closure of Public Road				

AREAS

Erf	Square metres	Erf	Square metres
2	767	62	605
3	604	63	691
4	603	64	799
5	613	65	600
6	630	66	600
7	958	67	600
8	807	68	600
9	761	69	600
10	704	70	600
11	788	71	600
12	816	72	600
13	829	73	600
14	871	74	601
15	627	75	656
16	712	76	600
17	688	77	600
18	631	78	600
19	622	79	600
20	658	80	600
21	682	81	600
22	678	82	600
23	697	83	600
24	999	84	656
25	734	85	604
26	734	86	660
27	734	87	689
28	734	88	785
29	734	89	601
30	734	90	617
31	734	91	598
32	734	92	697
33	734	93	605
34	734	94	600
35	734	95	600
36	705	96	600
37	968	97	600
38	604	98	600
39	600	99	600
40	600	100	600
41	612	101	652
42	607	102	621
43	601	103	600
44	603	104	600
45	617	105	600
46	771	106	600
47	793	107	624
48	911	108	624
49	648	109	624
50	608	110	652
51	621	111	604
52	621	112	607
53	692	113	607
54	605	114	607
55	617	115	658
56	605	116	698
57	704		
58	607		
59	579		
60	579		
61	605		
PUBLIC OPEN SPACE			
25	1510		

S G OFFICE NOTES

1. Erf 21, beacons replaced L.A. Reg 1822, Vide SR 1461/2004
2. Erf 26 framed vide Diagram 1283/2023
3. Erf 27 framed vide Diagram 1283/2023
4. Erf 28 framed vide Diagram 1287/2023
5. Erf 29 framed vide Diagram 1289/2023
6. Erf 30 framed vide Diagram 1291/2023
7. Erf 31 framed vide Diagram 1293/2023
8. Erf 32 framed vide Diagram 1295/2023
9. Erf 33 framed vide Diagram 1297/2023
10. Erf 34 framed vide Diagram 1299/2023
11. Erf 35 framed vide Diagram 1301/2023
12. Erf 81, beacons replaced L.A. Reg 1822, See Geor.202 V.3 pages 796-798
SRE 1461/2004

Surveyed in November 1996 - May 2004
by us
O. J. A. Goosen (0228) A. Louw (0356)
Professional Land Surveyors

FILE No.: Geor. 202 v.2
S.R. No. E 1461/2004
COMP. AL-1880 (6486)
LPI: C0270012

HANS MOES KRAAL No. 202
GENERAL PLAN No. 5003/2003

(L.E. GRAND ALLOTMENT AREA)

GENERAL PLAN No. 3252/2004

of

THE SUBDIVISIONS OF ERF 117, LE GRAND
Vide Diagram No. 3251/2004
Deed of Transfer No. 2004-127237
Comprising 184 erven numbered 118 to 142,
144 to 159, 161 to 228, 230 to 304,
4 Public Places numbered 143, 160, 229, 305
and the streets
Situate
in the Municipality and
Administrative District of GEORGE
Province Western Cape

CDR

SERVITUDE NOTES:

1. ERF 147 is subject to a stormwater servitude 2m wide lettered e b c d.
2. ERF 154 is subject to a stormwater servitude 2m wide as shown a j d b e f.
3. ERF 198 is subject to a stormwater servitude 2m wide as shown g h j n.
4. ERF 208 is subject to a stormwater servitude 2m wide as shown n j k m.
5. ERF 223 is subject to a stormwater servitude 2m wide as shown p B4 q r.
6. ERF 240 is subject to a stormwater servitude 2m wide as shown s t B13 u.
7. ERF 279 is subject to a stormwater servitude 2m wide as shown x G5 v w.
8. ERF 300 is subject to a stormwater servitude 2m wide as shown y z D b1.
9. ERF 304 is subject to a stormwater servitude 2m wide as shown z a1 B18 D.

NOTE:

All splays are 5,00m unless otherwise shown

BEACONS:

B 12mm iron peg in tree trunk
C, D, E, F 20mm iron peg
G 12mm iron peg south of 20mm iron peg
H 150mmx150mm concrete block
All other beacons are 12mm iron peg

REFERENCE MARKS:

RM4, RM6, RM7, RMB 12mm iron peg in concrete

CO-ORDINATES

System WGS23

Constants Y + 0.00 X + 3 700 000.00											
Y metres X			Y metres X			Y metres X					
MAIN FIGURE			BLOCK CORNERS			BLOCK CORNERS					
A	+ 51 366.70	+ 69 266.92	A1	+ 51 696.43	+ 69 560.83	G1	+ 51 477.24	+ 69 885.14			
B	+ 51 272.01	+ 69 234.10	A2	+ 51 729.17	+ 69 572.14	G2	+ 51 482.79	+ 69 856.50			
C	+ 51 234.40	+ 69 350.71	A3	+ 51 747.76	+ 69 583.59	G3	+ 51 462.43	+ 69 801.85			
D	+ 51 266.28	+ 69 360.99	A4	+ 51 842.53	+ 69 727.07	G4	+ 51 435.12	+ 69 818.55			
E	+ 51 245.71	+ 69 424.76	B1	+ 51 829.18	+ 69 735.88	G5	+ 51 430.99	+ 69 817.56			
F	+ 51 313.60	+ 69 790.57	B2	+ 51 807.26	+ 69 702.71	G6	+ 51 428.65	+ 69 813.72			
G	+ 51 404.08	+ 69 870.97	B3	+ 51 720.69	+ 69 758.27	G7	+ 51 429.64	+ 69 809.60			
H	+ 51 574.41	+ 69 903.96	B4	+ 51 692.70	+ 69 756.94	G8	+ 51 457.63	+ 69 792.48			
J	+ 51 867.83	+ 69 710.38	B5	+ 51 624.12	+ 69 712.84	G9	+ 51 376.00	+ 69 659.00			
K	+ 51 781.49	+ 69 579.26	B6	+ 51 470.50	+ 69 721.69	G10	+ 51 275.13	+ 69 419.70			
L	+ 51 754.67	+ 69 554.27	B7	+ 51 441.14	+ 69 739.64	G11	+ 51 311.55	+ 69 306.80			
M	+ 51 707.24	+ 69 528.17	B8	+ 51 468.42	+ 69 784.26	G12	+ 51 319.38	+ 69 302.79			
N	+ 51 696.24	+ 69 518.42	B9	+ 51 491.97	+ 69 769.86	G13	+ 51 313.35	+ 69 291.00			
P	+ 51 677.47	+ 69 498.35	B10	+ 51 527.50	+ 69 767.81	G14	+ 51 292.95	+ 69 285.48			
Q	+ 51 503.89	+ 69 464.88	B11	+ 51 539.95	+ 69 778.45	G15	+ 51 261.04	+ 69 302.32			
R	+ 51 401.84	+ 69 507.90	B12	+ 51 562.12	+ 69 823.84	G16	+ 51 249.40	+ 69 338.41			
S	+ 51 383.67	+ 69 505.98	B13	+ 51 558.72	+ 69 853.37	G17	+ 51 252.69	+ 69 346.13			
T	+ 51 355.30	+ 69 506.91	B14	+ 51 541.15	+ 69 867.43	G18	+ 51 249.63	+ 69 355.62			
U	+ 51 317.96	+ 69 418.32	B15	+ 51 495.54	+ 69 861.65	G19	+ 51 252.36	+ 69 295.02			
V	+ 51 353.37	+ 69 308.53	B16	+ 51 490.49	+ 69 887.71	G20	+ 51 291.71	+ 69 274.27			
W	+ 51 359.83	+ 69 296.43	C1	+ 51 473.67	+ 69 793.35	G21	+ 51 320.57	+ 69 282.08			
			C2	+ 51 495.15	+ 69 851.01	G22	+ 51 326.73	+ 69 298.00			
			C3	+ 51 538.06	+ 69 856.45	G23	+ 51 342.63	+ 69 290.88			
			C4	+ 51 548.79	+ 69 847.87	H1	+ 51 416.68	+ 69 543.10			
			C5	+ 51 551.34	+ 69 825.69	H2	+ 51 466.04	+ 69 563.91			
			C6	+ 51 531.47	+ 69 785.02	H3	+ 51 550.35	+ 69 561.01			
			C7	+ 51 523.89	+ 69 778.53	H4	+ 51 548.92	+ 69 519.35			
			C8	+ 51 495.20	+ 69 780.19	H5	+ 51 544.52	+ 69 515.25			
			D1	+ 51 799.62	+ 69 691.44	H6	+ 51 544.13	+ 69 503.75			
			D2	+ 51 736.36	+ 69 595.36	H7	+ 51 546.23	+ 69 499.36			
			D3	+ 51 722.28	+ 69 586.69	H8	+ 51 558.72	+ 69 499.00			
			D4	+ 51 681.25	+ 69 572.52	H9	+ 51 563.12	+ 69 503.10			
			D5	+ 51 463.07	+ 69 580.02	H10	+ 51 563.51	+ 69 514.60			
			D6	+ 51 440.52	+ 69 570.52	H11	+ 51 559.41	+ 69 518.99			
			D7	+ 51 419.89	+ 69 619.49	H12	+ 51 560.84	+ 69 560.65			
			D8	+ 51 440.33	+ 69 636.83	H13	+ 51 627.16	+ 69 568.37			
			D9	+ 51 648.79	+ 69 628.67	H14	+ 51 626.53	+ 69 540.06			
			D10	+ 51 699.40	+ 69 641.21	H15	+ 51 622.14	+ 69 535.96			
			D11	+ 51 752.60	+ 69 721.75	H16	+ 51 621.74	+ 69 524.47			
			E1	+ 51 743.76	+ 69 727.42	H17	+ 51 625.84	+ 69 520.08			
			E2	+ 51 692.90	+ 69 650.41	H18	+ 51 636.34	+ 69 519.71			
			E3	+ 51 647.69	+ 69 639.21	H19	+ 51 640.73	+ 69 523.82			
			E4	+ 51 436.81	+ 69 646.46	H20	+ 51 641.13	+ 69 535.31			
			E5	+ 51 415.30	+ 69 629.27	H21	+ 51 637.02	+ 69 539.70			
			E6	+ 51 383.73	+ 69 642.58	H22	+ 51 637.05	+ 69 558.01			
			E7	+ 51 388.05	+ 69 652.82	H23	+ 51 683.67	+ 69 556.43			
			E8	+ 51 434.09	+ 69 728.12	J1	+ 51 461.45	+ 69 486.24			
			E9	+ 51 466.34	+ 69 708.40	J2	+ 51 459.18	+ 69 491.81			
			E10	+ 51 627.73	+ 69 698.11	J3	+ 51 463.37	+ 69 501.75			
			E11	+ 51 696.96	+ 69 743.62	J4	+ 51 469.87	+ 69 504.40			
			E12	+ 51 717.03	+ 69 744.58	J5	+ 51 478.24	+ 69 500.87			
			F1	+ 51 343.81	+ 69 305.45	J6	+ 51 480.88	+ 69 494.37			
			F2	+ 51 322.68	+ 69 316.27	J7	+ 51 476.69	+ 69 484.43			
			F3	+ 51 289.52	+ 69 419.07	J8	+ 51 471.12	+ 69 482.16			
			F4	+ 51 378.48	+ 69 630.14	J9	+ 51 469.88	+ 69 479.21			
			F5	+ 51 405.56	+ 69 618.72	J10	+ 51 460.20	+ 69 483.29			
			F6	+ 51 428.08	+ 69 565.27						
			F7	+ 51 404.46	+ 69 555.32						

AREAS

Enf	Square metres	Enf	Square metres
118	778	218	995
119	720	219	963
120	781	220	971
121	687	221	930
122	678	222	1161
123	679	223	1287
124	580	224	879
125	792	225	924
126	608	226	946
127	732	227	1047
128	695	228	1085
129	639	230	838
130	746	231	682
131	754	232	680
132	628	233	852
133	793	234	743
134	561	235	836
135	677	236	764
136	629	237	1054
137	623	238	808
138	662	239	728
139	816	240	829
140	635	241	952
141	801	242	862
142	801	243	647
144	608	244	607
145	600	245	603
146	636	246	606
147	621	247	626
148	640	248	603
149	629	249	622
150	628	250	622
151	601	251	638
152	621	252	659
153	626	253	604
154	677	254	604
155	687	255	604
156	659	256	611
157	659	257	677
158	659	258	624
159	739	259	624
161	793	260	624
162	623	261	624
163	623	262	663
164	623	263	631
165	623	264	649
166	623	265	802
167	623	266	613
168	623	267	647
169	868	268	625
170	730	269	641
171	651	270	624
172	600	271	565
173	606	272	825
174	623	273	667
175	623	274	882
176	623	275	777
177	623	276	832
178	623	277	972
179	623	278	1064
180	623	279	1040
181	713	280	835
182	814	281	960
183	614	282	722
184	663	283	1030
185	638	284	946
186	671	285	918
187	709	286	889
188	692	287	793
189	823	288	671
190	932	289	614
191	689	290	703
192	687	291	703
193	713	292	703
194	713	293	703
195	713	294	703
196	713	295	703
197	740	296	703
198	686	297	682
199	683	298	772
200	707	299	745
201	720	300	703
202	655	301	703
203	602	302	682
204	602	303	704
205	603	304	796
206	888		
207	758		
208	749		
209	737		
210	724	PUBLIC OPEN SPACE	
211	712		
212	700		
213	687	143	1912
214	800	150	1936
215	783	229	1, 0676 hectares
216	678	305	2, 0496 hectares
217	688		

GENERAL PLAN No. 3252/2004

of

THE SUBDIVISIONS OF ERF 117, LE GRAND
Situates
in the Municipality and
Administrative District of GEORGE
Province Western Cape

CDR

SCALE 1: 750

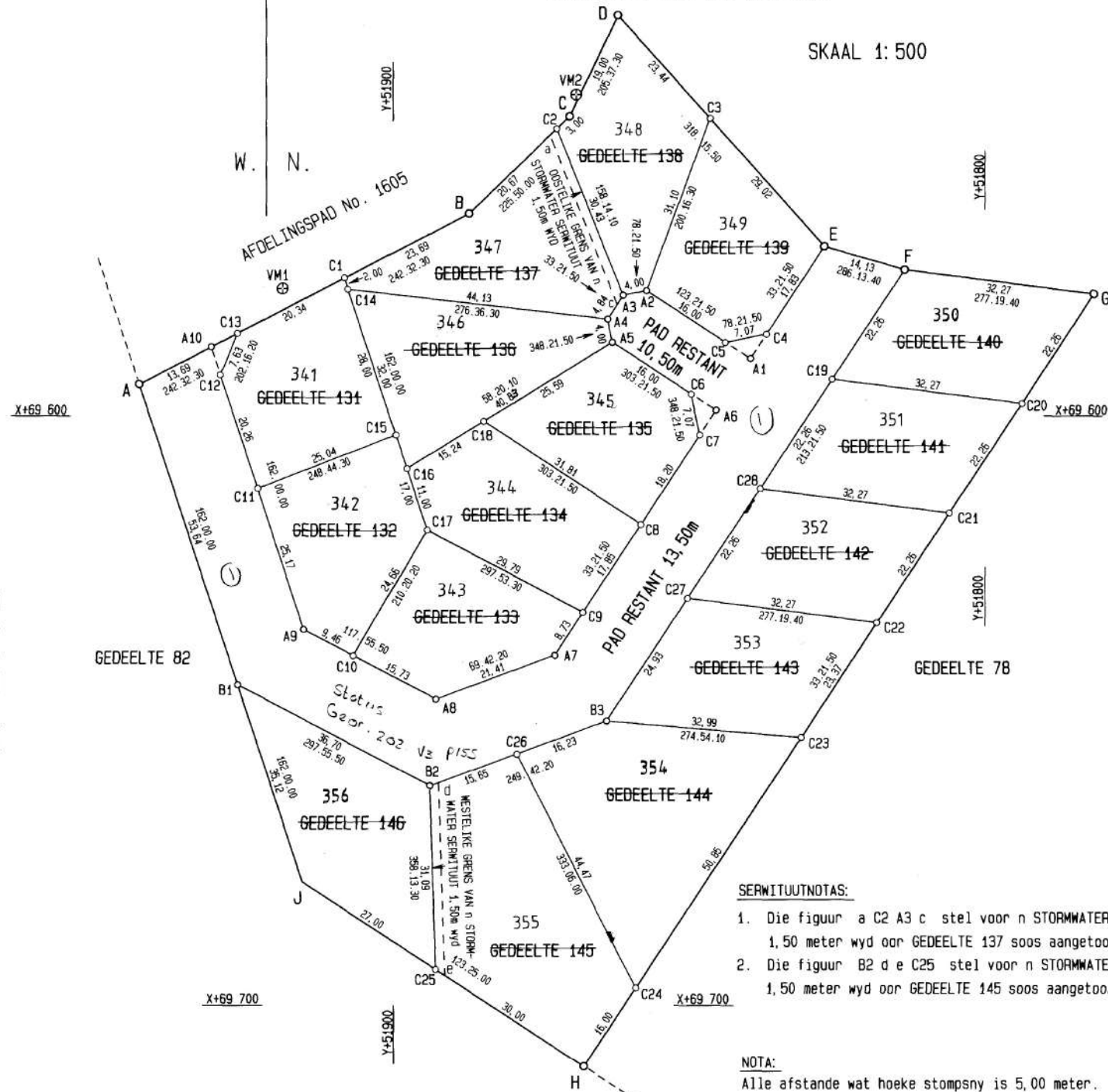


ALGEMENE PLAN No.5003/2002

VAN *Nou Erf 340 Le Grand
 ONDERVERDELING VAN *GEDEELTE 130 VAN
 DIE PLAAS HANS-MOES-KRAAL No.202
 VIDE KAART No. 5002/2002
 TRANSPORTAKTE No. ①
 BEVATTENDE 16 GEDEELTES GENOMMER 131 tot 146 EN
 DIE STRAAT *Nou Erf 341 - 356 Le Grand
 GELEË IN DIE MUNISIPALITEIT EN ADMINISTRATIEWE
 DISTRIK GEORGE
 PROVINSIE VAN DIE WES KAAP

CDR

SKAAL 1:500



SERWITUUTNOTAS:

- Die figuur a C2 A3 c stel voor n STORMWATER SERWITUUT 1,50 meter wyd oor GEDEELTE 137 soos aangetoon.
- Die figuur B2 d e C25 stel voor n STORMWATER SERWITUUT 1,50 meter wyd oor GEDEELTE 145 soos aangetoon.

NOTA:

Alle afstande wat hoeke stompensy is 5,00 meter.

BAKENBESKRYWING:

Alle bakens is 12mm ysterpen

VERSEKERINGSMERKE:

VM1, VM2 12mm ysterpen in beton

KOÖRDINATE
STELSEL WG23

KONSTANTE Y + 0,00 X + 3700 000,00

BUIITEFIGUUR

SYE meter	RIGTINGS- HOEKE	Y meters	X
AB 62,72	242 32 30	A + 51 942,83	+ 69 594,58
BC 23,67	225 50 00	B + 51 887,18	+ 69 565,66
CD 19,00	205 37 30	C + 51 870,20	+ 69 549,17
DE 52,46	318 15 50	D + 51 861,99	+ 69 532,04
EF 14,13	286 13 40	E + 51 827,06	+ 69 571,19
FG 32,27	277 19 40	F + 51 813,50	+ 69 575,14
GH 157,00	33 21 50	G + 51 781,49	+ 69 579,26
HJ 57,00	123 25 00	H + 51 867,83	+ 69 710,38
JA 88,76	162 00 00	J + 51 915,40	+ 69 678,99

BLOKHOEKE

A1 + 51 839,62	+ 69 590,26
A2 + 51 857,16	+ 69 578,71
A3 + 51 861,08	+ 69 579,52
A4 + 51 863,74	+ 69 583,57
A5 + 51 862,93	+ 69 587,48
A6 + 51 845,39	+ 69 599,03
A7 + 51 872,77	+ 69 640,60
A8 + 51 892,85	+ 69 648,03
A9 + 51 915,10	+ 69 636,23
A10 + 51 930,69	+ 69 588,27
B1 + 51 926,25	+ 69 645,60
B2 + 51 893,83	+ 69 662,79
B3 + 51 863,93	+ 69 651,73

BINNEFIGUUR

C1 + 51 908,20	+ 69 576,58
C2 + 51 872,36	+ 69 551,26
C3 + 51 846,38	+ 69 549,54
C4 + 51 836,87	+ 69 586,09
C5 + 51 843,79	+ 69 587,51
C6 + 51 849,57	+ 69 596,28
C7 + 51 848,14	+ 69 603,21
C8 + 51 858,15	+ 69 618,41
C9 + 51 867,97	+ 69 633,32
C10 + 51 906,75	+ 69 640,66
C11 + 51 922,88	+ 69 612,29
C12 + 51 929,14	+ 69 593,03
C13 + 51 926,25	+ 69 585,96
C14 + 51 907,58	+ 69 578,49
C15 + 51 899,54	+ 69 603,21
C16 + 51 897,69	+ 69 608,92
C17 + 51 894,29	+ 69 619,38
C18 + 51 884,72	+ 69 600,92
C19 + 51 825,74	+ 69 593,73
C20 + 51 793,73	+ 69 597,85
C21 + 51 805,97	+ 69 616,44
C22 + 51 818,21	+ 69 635,03
C23 + 51 831,06	+ 69 654,55
C24 + 51 859,03	+ 69 697,02
C25 + 51 892,87	+ 69 693,86
C26 + 51 879,15	+ 69 657,36
C27 + 51 850,22	+ 69 630,91
C28 + 51 837,98	+ 69 612,32

DRIEHOEKS METINGBAKENS

Δ (435) BUFFELSFONTEIN	+ 56 486,64	+ 68 240,35
Δ (119) GE0 6	+ 52 315,50	+ 68 076,86

VERSEKERINGSMERKE

VM1	+ 51 918,66	+ 69 578,38
VM2	+ 51 869,11	+ 69 545,52

L.G. No.5003/2002

GOEDGEKEUR

LANDMETER-GENERAAL

DATUM: 2002.11.19

GOEDGEKEUR KRAGTENS ARTIKEL
25 VAN ORDONNANSIE 15 VAN 1985VERWYSINGSNOMMER:
GE0/202/78 Gedeelte 78 van
die Plaas 2022002-10-14
DATUM: 15 DESEMBER 1996VRYGESTEL VAN DIE BEPALINGS
VAN WET 70 VAN 1970

ARTIKEL 1(a)

WET NO 70/1970 NIE VAN
TOEPASSINGGoedgekeur kragtens
Wet 7/1998

GROOTTES

GEDEELTE No.	vierkante meter
GEDEELTE 131	653
GEDEELTE 132	644 - nR
GEDEELTE 133	616 - nR
GEDEELTE 134	675
GEDEELTE 135	600
GEDEELTE 136	719
GEDEELTE 137	718 - nR
GEDEELTE 138	660 - nR
GEDEELTE 139	626
GEDEELTE 140	645
GEDEELTE 141	645
GEDEELTE 142	645
GEDEELTE 143	700
GEDEELTE 144	1096 - nR
GEDEELTE 145	1110 - nR
GEDEELTE 146	791

L.G. KANTOORNOTAS

1. Gedeelte 131 Vervaaardig: Sien Kaart No. 5485/2004.

Opgemeeet deur my in November 1996 - Oktober 2002

Leer No. Geor. 202

Meetstukke No. E2268/2002

Kompilasie AL-1BBD (6486)

A.LOUW (PLS0356)
Professionele Landmeter

LPI C 0210012

Scale 1:500



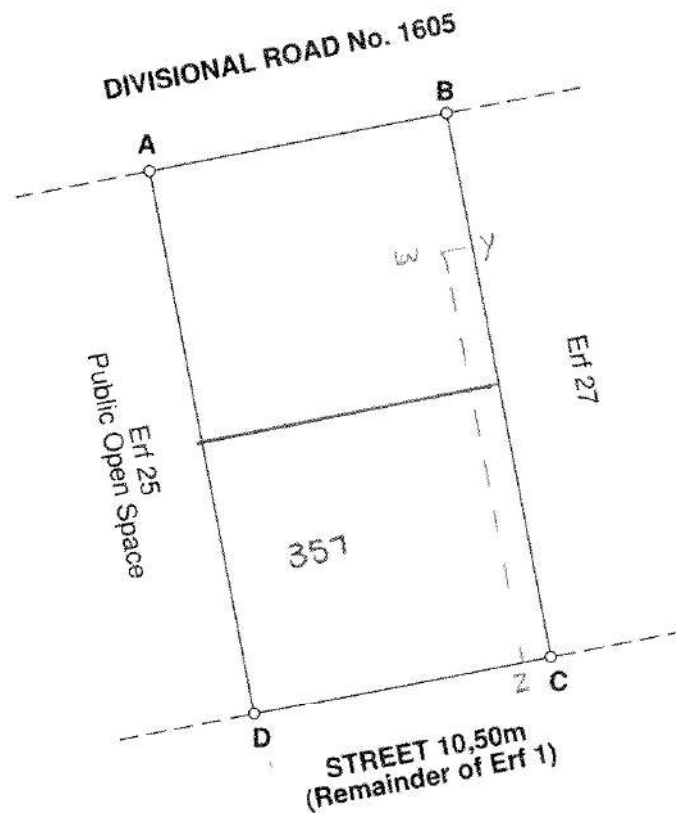
S.G. No.

1283/2023

Approved

for
SURVEYOR-
GENERAL

03-08-2023



The figure A B C D-A-

represents 734 square metres of land, being
Erf 26 LE GRAND**situate in the Municipality and
Administrative District of George
Province of the Western Cape**Framed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

**H.C. RADEMAN (PLS 0990)
Professional Land Surveyor**

This diagram is annexed to

No.

d.d. : T53335/2022

i.f.o.

Registrar of Deeds

The original diagram is

S.G. No.

Transfer No.

File GEOR. 202 Vol.2

S.R. Framed

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

FOR ENDORSEMENTS
SEE BACK OF DIAGRAM

Erf 26 Le Grand

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMARKS
SR879 2023	1303 2023	Eff 357	367 m ²	6749/2025	70	367 m ²

SERVITUDES/LEASEHOLD AREAS				
SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	AREA	INITIALED
SR879 2023	1284 2023	The figure wye 2 represents a services and access servitude, 55 m ² .		

Scale 1:500



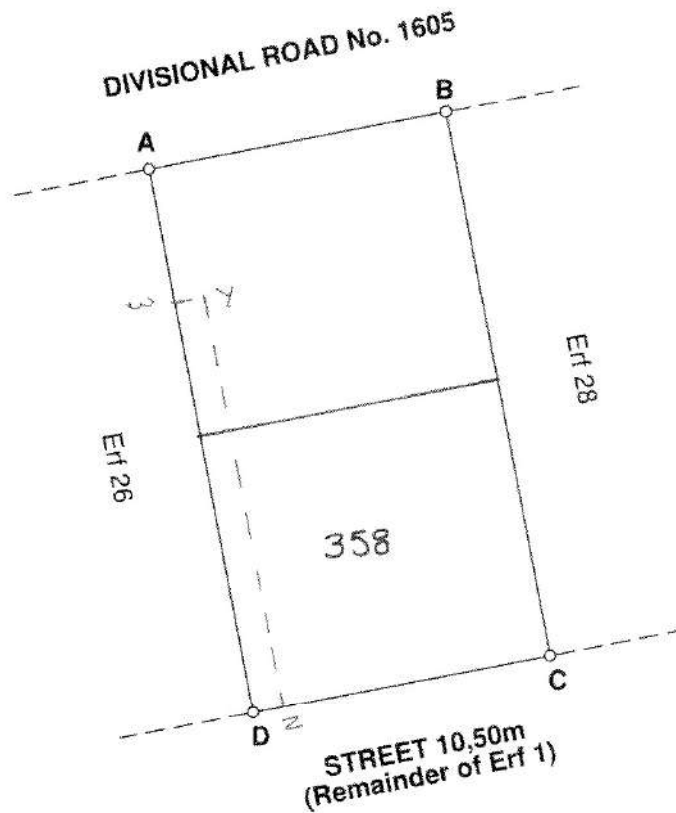
S.G. No.

1285/2023

Approved

for
SURVEYOR-
GENERAL

03-08-2023



The figure A B C D A

represents 734 square metres of land, being
Erf 27 LE GRANDsituate in the Municipality and
Administrative District of George
Province of the Western CapeFramed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No. T. 6740/2025

d.d. :

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Registrar of Deeds

The original diagram is

S.G. No.

Transfer No.

File Geor. 202 Vol.3

S.R. Framed

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

FOR ENDORSEMENTS
ONLY - BACK OF DIAGRAM

Erf 27 Le Grand

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA. AC. M.	TRANSFER NO.	INITIALED	REMARKS
SR 879 2023	1304 2023	EP 358	367 m ²	6750/2023	7A	367 m ²

SERVITUDES/LEASEHOLD AREAS				
SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED	INITIALED
SR 879 2023	1286 2023	The figure Wy 2 D represents a services and access servitude, 55m ² .		

Scale 1:500



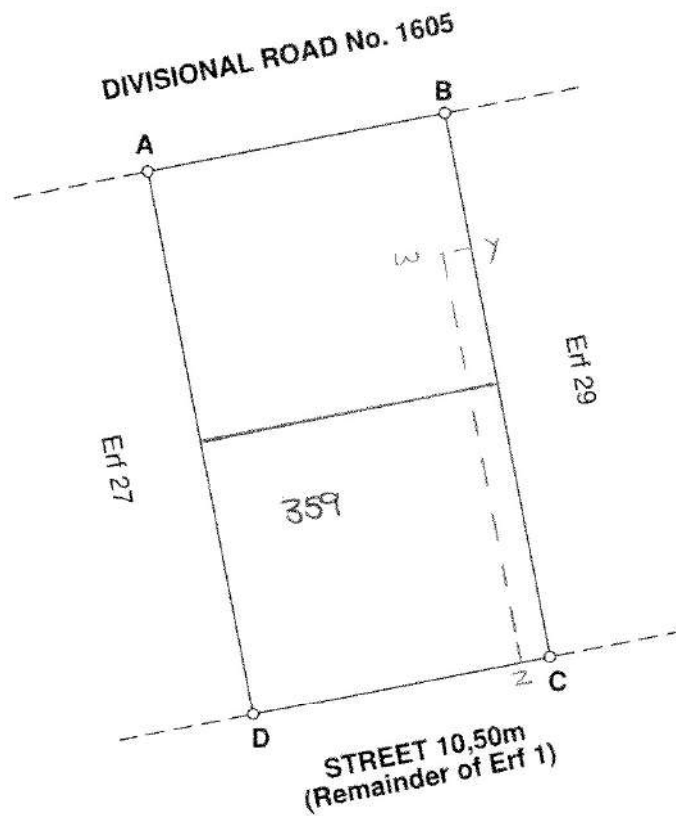
S.G. No.

1287/2023

Approved

for
SURVEYOR-
GENERAL

03-08-2023



The figure A B C D-A-

represents 734 square metres of land, being
Erf 28 LE GRANDsituate in the Municipality and
Administrative District of George
Province of the Western CapeFramed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

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Transfer No.

File Geor. 202 Vol.3

S.R. Framed

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

FOR ENDORSEMENT
SEE BACK OF DIAGRAM

Erf 28 Le Grand

Scale 1:500



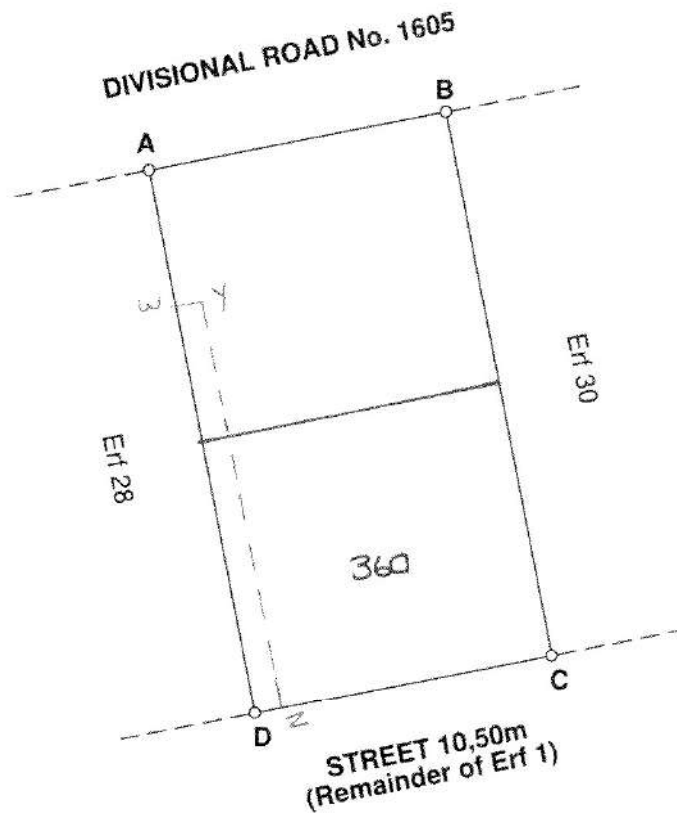
S.G. No.

1289/2023

Approved

for
SURVEYOR-
GENERAL

03-08-2023



The figure A B C D ★

represents 734 square metres of land, being
Erf 29 LE GRANDsituate in the Municipality and
Administrative District of George
Province of the Western CapeFramed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No. T. 6742/2025
d.d. :
i.f.o.

Registrar of Deeds

The original diagram is

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Transfer No.

File Geor. 202 Vol.3

S.R. Framed
G.P. S.G. No. 3250/2004
Comp. AL-1BBD (6486)
LPI C0270012THE ENCLOSURES
SEE BACK OF DIAGRAM

Erf 29 Le Grand

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA/SQ. M.	TRANSFER NO.	INITIALED	REMR.
SR 879 2023	1306 2023	EF 360	367 m ²			367 m ²

SERVITUDES/LEASEHOLD AREAS				
SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED	INITIALED
SR 879 2023	1290 2023	The figure WY 2.D represents a services and access servitude, 55 m ² .		

Scale 1:500



S.G. No.

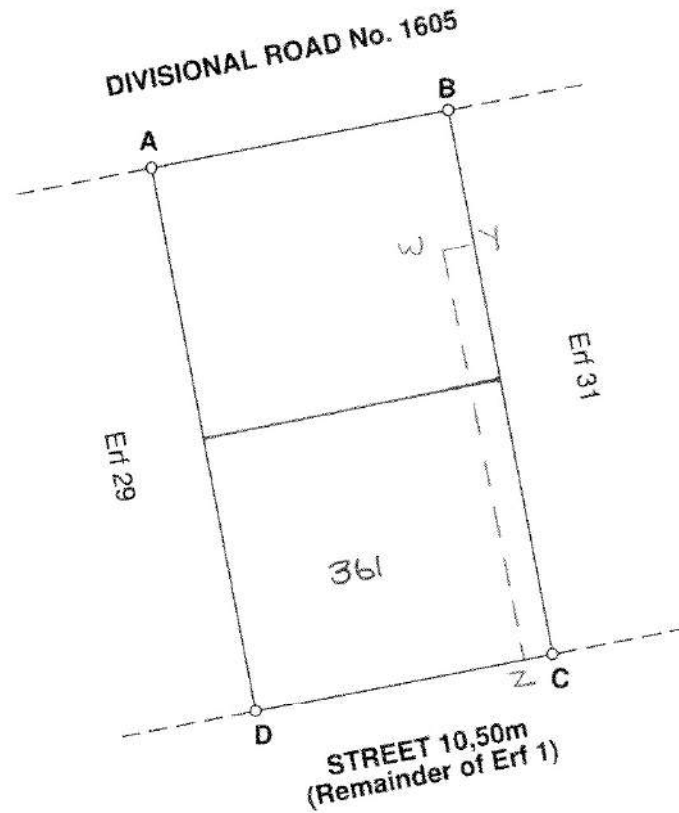
1291/2023

Approved

Shok

for
SURVEYOR-
GENERAL

03-08-2023



The figure A B C D A

represents 734 square metres of land, being
Erf 30 LE GRAND

**situate in the Municipality and
Administrative District of George
Province of the Western Cape**

Framed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

А. Крайин

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No. T. 6743/2025
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i.f.o.

Registrar of Deeds

The original diagram is

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Transfer No.

File Geor. 202 Vol.3

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G.P. S.G. No. 3250/2004
Comp. AL-1BBD (6486)
LPI C0270012

Erf 30 Le Grand

FOR INFORMATION
SEE PAGE OF DISCUSSION

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMR.
SR879 2023	1307 2023	EF 361	367 m ²	6753/2025	77	367 m ²

SERVITUDES/LEASEHOLD INTERESTS				
SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED	INITIALED
SR879 2023	1292 2023	The figure wye 2 represents a services and access servitude, 55m ² .		

Scale 1:500



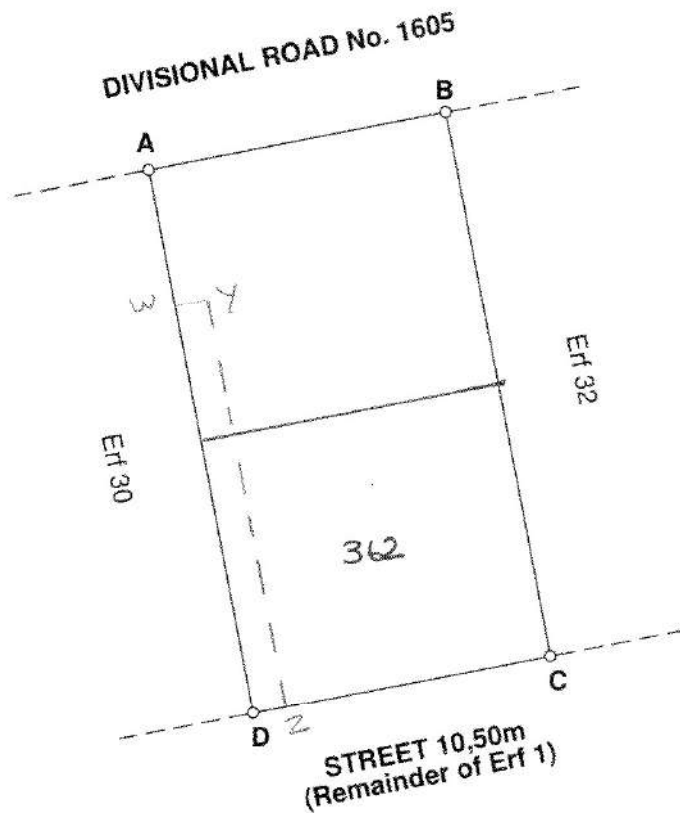
S.G. No.

1293/2023

Approved

for
SURVEYOR-
GENERAL

03-08-2023



The figure A B C D ★

represents 734 square metres of land, being
Erf 31 LE GRANDsituate in the Municipality and
Administrative District of George
Province of the Western CapeFramed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

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d.d. :
i.f.o.

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Transfer No.

File Geor. 202 Vol.3

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G.P. S.G. No. 3250/2004
Comp. AL-1BBD (6486)
LPI C0270012FOR ENDORSEMENTS
SEE BACK OF DIAGRAM

Erf 31 Le Grand

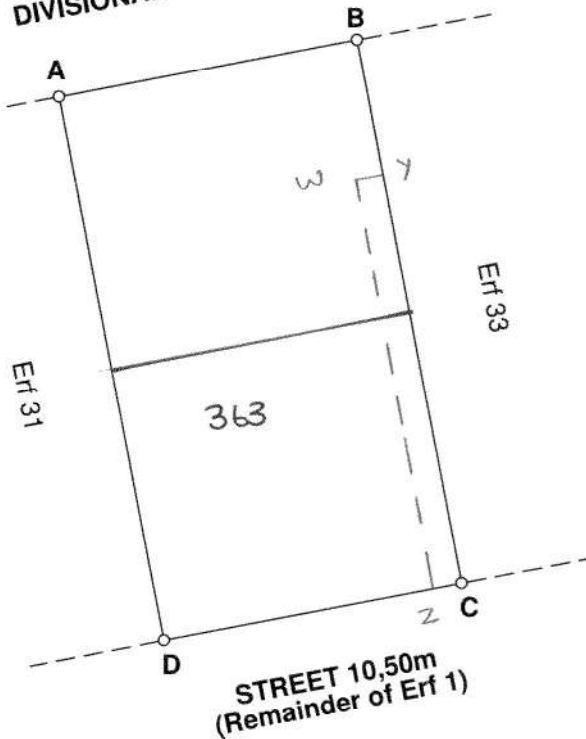
THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA/SQ. M.	TRANSFER NO.	INITIALED	REMARK
SR879 2023	1308 2023	EF362	367 m ²	6754/2025	MA	367 m ²

SERVITUDES/LEASEHOLD AREAS				
SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DIBED	INITIALED
SR879 2023	1294 2023	The figure WY Z, D represents a services and access servitude, 55 m ² .		

Scale 1:500



DIVISIONAL ROAD No. 1605



S.G. No.

1295/2023

Approved

for
SURVEYOR-
GENERAL

03-08-2023

The figure A B C D ★

represents 734 square metres of land, being
Erf 32 LE GRAND**situate in the Municipality and
Administrative District of George
Province of the Western Cape**Framed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No. T. 6745/2025
d.d. :
i.f.o.

Registrar of Deeds

The original diagram is

S.G. No.
Transfer No.

File Geor. 202 Vol.3

S.R. Framed

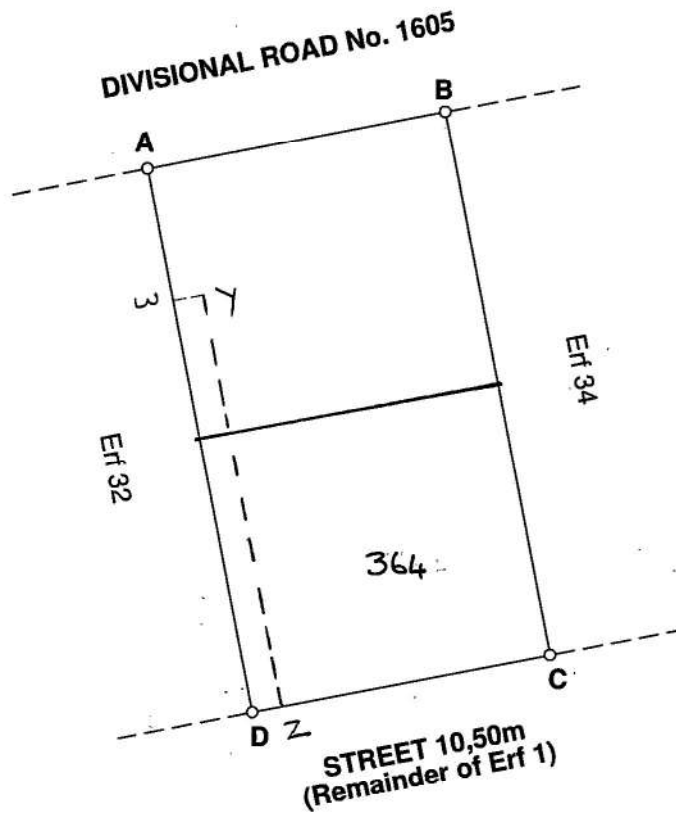
G.P. S.G. No. 3250/2004
Comp. AL-1BBD (6486)
LPI C0270012

Erf 32 Le Grand

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA m ² /SQ. M.	TRANSFER NO.	INITIALED	REMR.
SR879 2023	1309 2023	Eff 363	367 m ²	6755/2025	719	367 m ²

SERVITUDES/LEASEHOLD AREAS				
SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED	INITIALED
SR879 2023	1296 2023	The figure wye 2 represents a services and access servitude, 55m ² .		

Scale 1:500



S.G. No.

1297/2023

Approved

for
SURVEYOR-
GENERAL

03-08-2023

The figure A B C D A

represents 734 square metres of land, being
Erf 33 LE GRANDsituate in the Municipality and
Administrative District of George
Province of the Western CapeFramed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No. T. 6746/2025

d.d. :

i.f.o.

Registrar of Deeds

The original diagram is

S.G. No.

Transfer No.

File Geor. 202 Vol.3

S.R. Framed

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

Erf 33 Le Grand

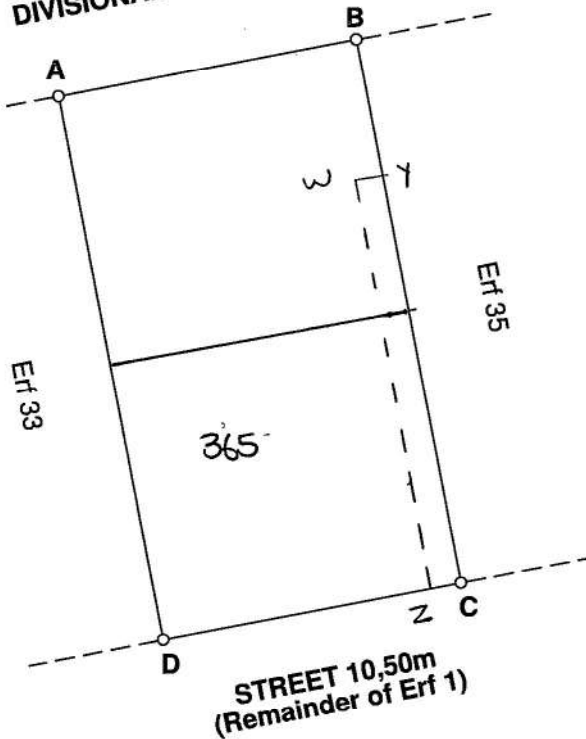
THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA/SQ. M.	TRANSFER NO.	INITIALED	REMARKS
SR 879 2023	1310 2023	Erp 364	367 m ²	6756/2025	2A	367 m ²

SERVITUDES/LEASEHOLD AREAS				
SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED	INITIALED
SR 879 2023	1298 2023	The figure wy 2D represents a services and access servitude, 55 m ² .		

Scale 1:500



DIVISIONAL ROAD No. 1605



S.G. No.

1299/2023

Approved

for
SURVEYOR-
GENERAL

03-08-2023

The figure A B C D ★

represents 734 square metres of land, being
Erf 34 LE GRANDsituate in the Municipality and
Administrative District of George
Province of the Western CapeFramed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No. T. 6747/2025
d.d. :
i.f.o.

Registrar of Deeds

The original diagram is

S.G. No.
Transfer No.

File Geor. 202 Vol.3

S.R. Framed
G.P. S.G. No. 3250/2004
Comp. AL-1BBD (6486)
LPI C0270012

Erf 34 Le Grand

FOR ENDORSEMENT
ON BACK OF DIAGRAM

THE FOLLOWING REDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA./SQ. M.	TRANSFER NO.	INITIALED	REMARK
X. 879 SR 1311 2023	1311 2023	Erf 365	367 m ²	6757/2025	2A	367 m ²

SERVITUDES/LEASEHOLD AREAS				
SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED	INITIALED
SR 879 2023	1300 2023	The figure WYFZ represents a services and access servitude, 55 m ² .		

Scale 1:500



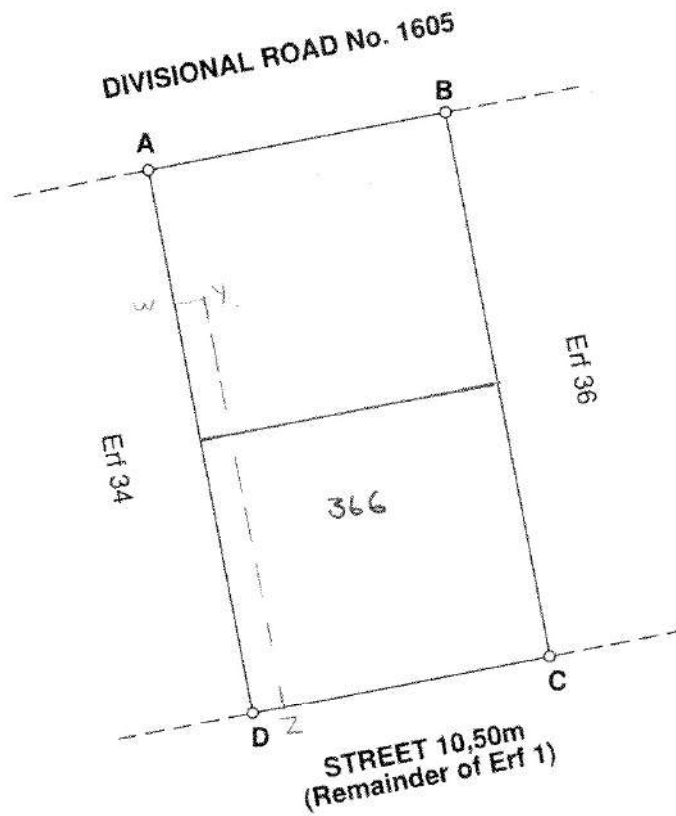
S.G. No.

1301/2023

Approved

for
SURVEYOR-
GENERAL

03-08-2023



The figure A B C D-A

represents 734 square metres of land, being
Erf 35 LE GRANDsituate in the Municipality and
Administrative District of George
Province of the Western CapeFramed in terms of Section 16 of Act 8
of 1997 in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No. T. 6748/2025
d.d. :
i.f.o.

Registrar of Deeds

The original diagram is

S.G. No.
Transfer No.

File Geor. 202 Vol.3

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G.P. S.G. No. 3250/2004
Comp. AL-1BBD (6486)
LPI C0270012FOR ENDORSEMENTS
SEE BACK OF DIAGRAM

Erf 35 Le Grand

THE FOLLOWING DEDUCTIONS HAVE BEEN MADE FROM THIS DIAGRAM						
SURVEY RECORD	DIAGRAM NO.	SUBDIVISION	AREA HA/SQ. M.	TRANSFER NO.	INITIALED	REMARK
SR 879 2023	1312 2023	Erf 366	367 m ²	6748/2025	277	367 m ²

SERVITUDES/HOUSEHOLD AREAS				
SURVEY RECORD	DIAGRAM NO.	DESCRIPTION	DEED	INITIALED
SR 879 2023	1302 2023	The figure w y z D represents a services and access servitude, 55m ² .		

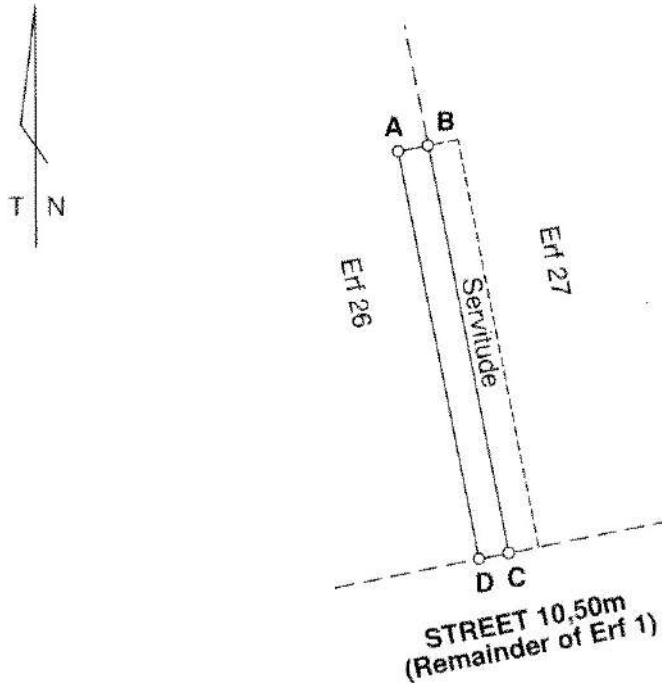
SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System: WG 23° X	
		Constants:		± 0,00	+3 700 000,00
AB	2,00	259 05 10	A	+51 724,90	+69 362,84
BC	27,54	349 05 10	B	+51 722,93	+69 362,46
CD	2,00	79 05 10	C	+51 717,72	+69 389,50
DA	27,54	169 05 10	D	+51 719,68	+69 389,88
Brakkefontein		12	△	+56 659,53	+68 309,92
Pacaltsdorp		432	△	+50 807,49	+65 121,55

Description of Beacons

A,B,C,D : 12mm Iron peg

Scale 1:500



The figure A B C D

represents 55 square metres of land, being a Services and access Servitude, 2,00 metres wide, over Erf 26 LE GRAND

situate in the Municipality and Administrative District of George Province of the Western Cape
Surveyed in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No.

d.d. :

i.f.o.

Registrar of Deeds

The original diagram is

S.G. No. 1283/2023

Transfer No. 2022. 53335

File Geor. 202 Vol.3

S.R. 879/2023

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

S.G. No.

1284/2023

Approved

[Signature]

for
SURVEYOR-
GENERAL

03-08-2023

SPLUMA By-law
Section
Date:

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970

SECTION 1(b)

Approved i.t.o Section 60
Of Municipal Bylaw of Act 3/2014

Ref: Erf 1, Le Grand

Date: 09 January 2023

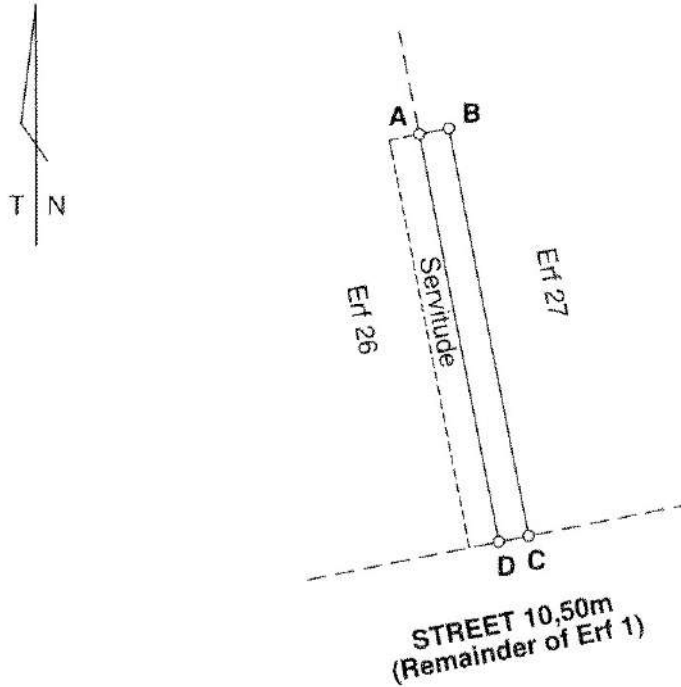
SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System: WG 23° X	
		Constants:		± 0,00	+3 700 000,00
AB	2,00	259 05 10	A	+51 722,93	+69 362,46
BC	27,54	349 05 10	B	+51 720,97	+69 362,08
CD	2,00	79 05 10	C	+51 715,75	+69 389,12
DA	27,54	169 05 10	D	+51 717,72	+69 389,50
Brakkefontein		12	Δ	+56 659,53	+68 309,92
Pacaltsdorp		432	Δ	+50 807,49	+65 121,55

Description of Beacons

A,B,C,D : 12mm Iron peg

Scale 1:500



The figure A B C D-A

represents 55 square metres of land, being
a Services and access Servitude, 2,00 metres wide, over
Erf 27 LE GRAND

situate in the Municipality and
Administrative District of George
Province of the Western Cape
Surveyed in May 2023 by me

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No.

d.d. :

i.f.o.

Registrar of Deeds

The original diagram is

S.G. No. 1285/2023

Transfer No.

FileGeor. 202 Vol.3

S.R. 879/2023

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

S.G. No.

1286/2023

Approved

[Signature]

for
SURVEYOR-
GENERAL

03-08-2023

SPLUMA By-law
Section
Date:

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970

SECTION 1(b)

60

Approved i.t.o Section
Of Municipal Bylaw of Act 3/2014

Ref: Erf 1, Le Grand

Date: 09 January 2023

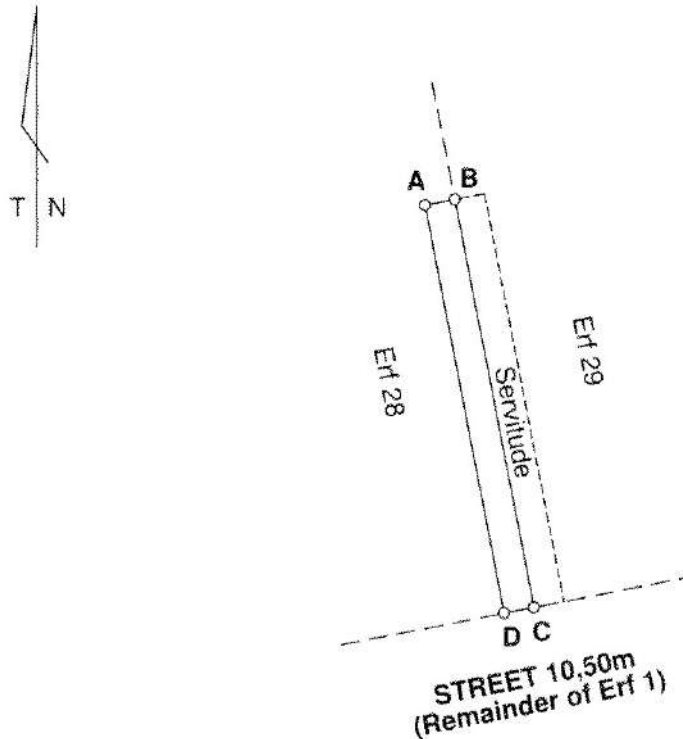
SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 23° X		
		Constants:		± 0,00	+3 700 000,00
AB	2,00	259 05 10	A	+51 685,62	+69 355,26
BC	27,54	349 05 10	B	+51 683,65	+69 354,88
CD	2,00	79 05 10	C	+51 678,44	+69 381,93
DA	27,54	169 05 10	D	+51 680,41	+69 382,30
Brakkefontein		12	Δ	+56 659,53	+68 309,92
Pacaltsdorp		432	Δ	+50 807,49	+65 121,55

Description of Beacons

A,B,C,D : 12mm Iron peg

Scale 1:500



The figure A B C D-A-

represents 55 square metres of land, being
a Services and access Servitude, 2,00 metres wide, over
Erf 28 LE GRAND

situate in the Municipality and
Administrative District of George
Province of the Western Cape
Surveyed in May 2023 by me

H.C. RADEMAN

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No.

d.d. :

i.f.o.

Registrar of Deeds

The original diagram is

S.G. No. 1287/2023

Transfer No.

File Geor. 202 Vol.3

S.R. 879/2023

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

S.G. No.

1288/2023

Approved

Stroet

for
SURVEYOR-
GENERAL

03-08-2023

SPLUMA By-law

Section

Date:

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970

1(b)

SECTION

Approved i.t.o Section 60
Of Municipal Bylaw of Act 3/2014

Erf 1, Le Grand

Ref: 09 January 2023
Date:

Servitude Diagram 1288/2023

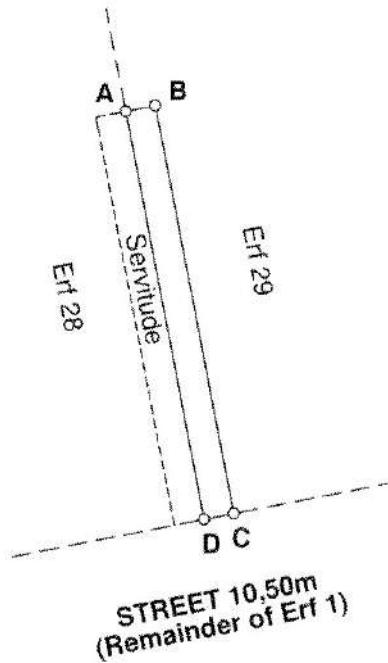
SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 23° X		
		Constants:		± 0,00	+3 700 000,00
AB	2,00	259 05 10	A	+51 683,65	+69 354,88
BC	27,54	349 05 10	B	+51 681,69	+69 354,51
CD	2,00	79 05 10	C	+51 676,48	+69 381,55
DA	27,54	169 05 10	D	+51 678,44	+69 381,93
Brakkefontein		12	△	+56 659,53	+68 309,92
Pacaltsdorp		432	△	+50 807,49	+65 121,55

Description of Beacons

A,B,C,D : 12mm Iron peg

Scale 1:500



The figure A B C D—

represents 55 square metres of land, being
a Services and access Servitude, 2,00 metres wide, over
Erf 29 LE GRAND

situate in the Municipality and
Administrative District of George
Province of the Western Cape
Surveyed in May 2023 by me

H.C. RADEMAN

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to	The original diagram is	File Geor. 202 V.3
No.	S.G. No. 1289/2023	S.R. 879/2023
d.d. :	Transfer No.	G.P. S.G. No. 3250/2004
i.f.o.		Comp. AL-1BBD (6486)
Registrar of Deeds		LPI C0270012

Servitude Diagram 1290/2023

S.G. No.
1290/2023

Approved

SPHOK

for
SURVEYOR-
GENERAL

03-08-2023

SPLUMA By-law
Section
Date:

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970

SECTION 1(b)

Approved i.t.o Section 60
Of Municipal By-law of Act 3/2014

Erf 1, Le Grand

Ref: 09 January 2023
Date:

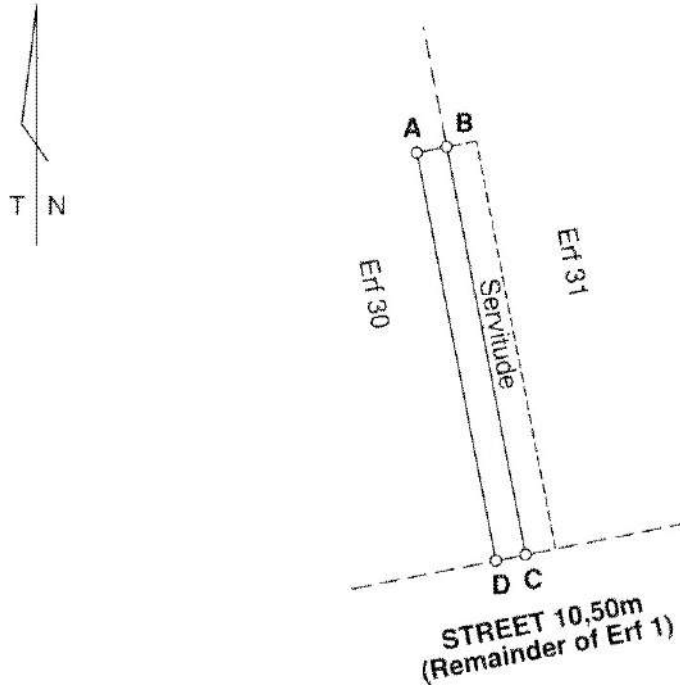
SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 23° X		
		Constants:		± 0,00	+3 700 000,00
AB	2,00	259 05 10	A	+51 646,34	+69 347,69
BC	27,54	349 05 10	B	+51 644,38	+69 347,31
CD	2,00	79 05 10	C	+51 639,16	+69 374,35
DA	27,54	169 05 10	D	+51 641,13	+69 374,73
Brakkefontein		12	Δ	+56 659,53	+68 309,92
Pacaltsdorp		432	Δ	+50 807,49	+65 121,55

Description of Beacons

A,B,C,D : 12mm iron peg

Scale 1:500



The figure A B C D-A

represents 55 square metres of land, being a Services and access Servitude, 2,00 metres wide, over Erf 30 LE GRAND

situate in the Municipality and Administrative District of George Province of the Western Cape
Surveyed in May 2023 by me

H.C. RADEMAN

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No.

d.d. :

i.f.o.

Registrar of Deeds

The original diagram is

S.G. No. 1291/2023

Transfer No.

File Geor. 202 Vol.3

S.R.879/2023

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

S.G. No.

1292/2023

Approved

[Signature]

for
SURVEYOR-
GENERAL

03-08-2023

SPLUMA By-law

Section

Date:

EXEMPT FROM PROVISIONS OF ACT

70 OF 1970

1(b)

SECTION.....

Approved i.t.o Section 60
Of Municipal Bylaw of Act 3/2014

Erf 1, Le Grand

Ref:

Date: 09 January 2023

Servitude Diagram 1292/2023

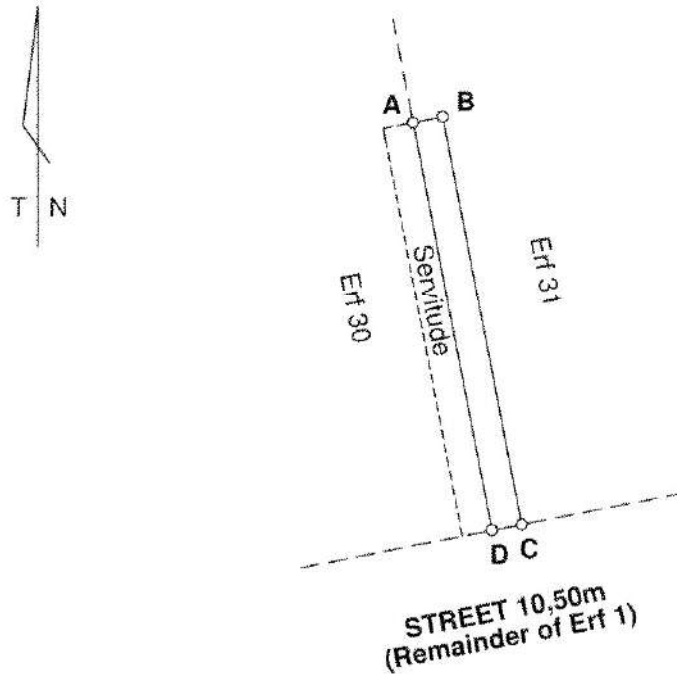
SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 23° X	
		Constants:	± 0,00	+3 700 000,00
AB	2,00	259 05 10	A	+51 644,38
BC	27,54	349 05 10	B	+51 642,42
CD	2,00	79 05 10	C	+51 637,20
DA	27,54	169 05 10	D	+51 639,16
Brakkefontein		12 Δ	+56 659,53	+68 309,92
Pacaltsdorp		432 Δ	+50 807,49	+65 121,55

Description of Beacons

A,B,C,D : 12mm Iron peg

Scale 1:500



The figure A B C D

represents 55 square metres of land, being
a Services and access Servitude, 2,00 metres wide, over
Erf 31 LE GRAND

**situate in the Municipality and
Administrative District of George
Province of the Western Cape**
Surveyed in May 2023 by me

H.C. RADEMAN

**H.C. RADEMAN (PLS 0990)
Professional Land Surveyor**

This diagram is annexed to	The original diagram is	File Geor. 202 Vol.3
No.	S.G. No. 1293/2023	S.R. 879/2023
d.d. :	Transfer No.	G.P. S.G. No. 3250/2004
i.f.o.		Comp. AL-1BBD (6486)
Registrar of Deeds		LPI C0270012

Servitude Diagram 1294/2023

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970

SECTION 1(b)

Approved i.to Section 60
Of Municipal Bylaw of Act 3/2014

Erf 1, Le Grand

Ref: 09 January 2023
Date:

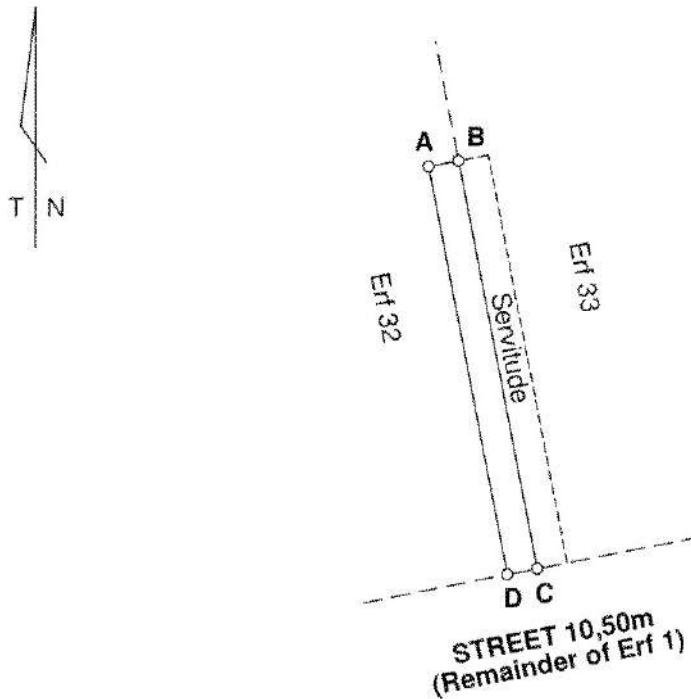
SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 23° X		
		Constants:		± 0,00	+3 700 000,00
AB	2,00	259 05 10	A	+51 607,07	+69 340,12
BC	27,54	349 05 10	B	+51 605,11	+69 339,74
CD	2,00	79 05 10	C	+51 599,89	+69 366,78
DA	27,54	169 05 10	D	+51 601,85	+69 367,16
Brakkefontein		12	Δ	+56 659,53	+68 309,92
Pacaltsdorp		432	Δ	+50 807,49	+65 121,55

Description of Beacons

A,B,C,D : 12mm Iron peg

Scale 1:500



The figure A B C D-A

represents 55 square metres of land, being
a Services and access Servitude, 2,00 metres wide, over
Erf 32 LE GRAND

**situate in the Municipality and
Administrative District of George
Province of the Western Cape**
Surveyed in May 2023 by me

H.C. RADEMAN

**H.C. RADEMAN (PLS 0990)
Professional Land Surveyor**

This diagram is annexed to

No.

d.d. :

i.f.o.

Registrar of Deeds

The original diagram is

S.G. No. 1295/2023

Transfer No.

File Geor. 202 Vol.3

S.R. 879/2023

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

S.G. No.

1296/2023

Approved

SPH

for
**SURVEYOR-
GENERAL**

03-08-2023

**SPLUMA By-law
Section
Date:**

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970

1(b)

SECTION.....

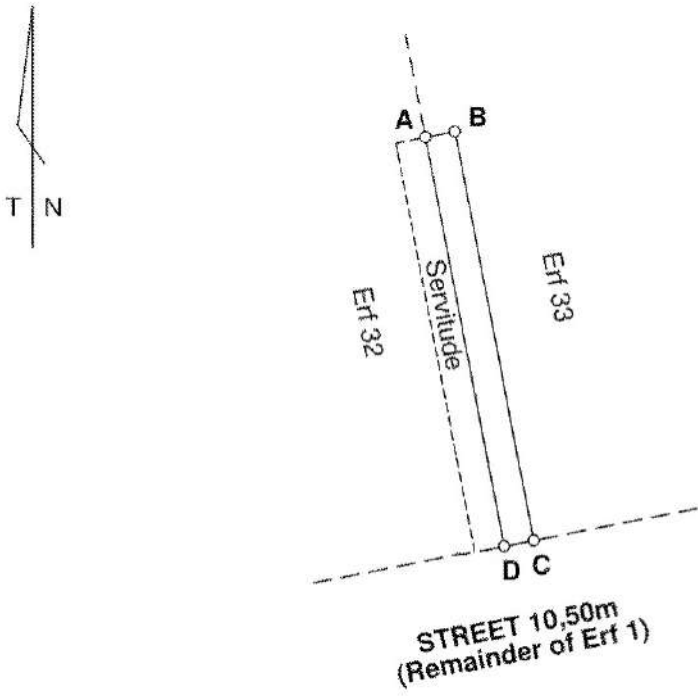
Approved i.t.o Section 60
Of Municipal Bylaw of Act 3/2014

Erf 1, Le Grand

Ref:

Date: 09 January 2023

SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System: WG 23° X		S.G. No. 1298/2023 Approved <i>[Signature]</i> for SURVEYOR- GENERAL 03-08-2023 SPLUMA By-law Section Date:
		Constants:		± 0,00	+3 700 000,00	
AB	2,00	259 05 10	A	+51 605,11	+69 339,74	
BC	27,54	349 05 10	B	+51 603,14	+69 339,36	
CD	2,00	79 05 10	C	+51 597,92	+69 366,40	
DA	27,54	169 05 10	D	+51 599,89	+69 366,78	
Brakkefontein		12	△	+56 659,53	+68 309,92	
Pacaltsdorp		432	△	+50 807,49	+65 121,55	
<u>Description of Beacons</u> A,B,C,D : 12mm Iron peg Scale 1:500						
						
<p>The figure A B C D A</p> <p>represents 55 square metres of land, being a Services and access Servitude, 2,00 metres wide, over Erf 33 LE GRAND</p> <p>situate in the Municipality and Administrative District of George Province of the Western Cape Surveyed in May 2023 by me</p> <p style="text-align: right;"><i>[Signature]</i> H.C. RADEMAN (PLS 0990) Professional Land Surveyor</p>						
This diagram is annexed to		The original diagram is		File Geor. 202 Vol.3		
No.		S.G. No. 1297/2023		S.R. 879/2023		
d.d. :		Transfer No.		G.P. S.G. No. 3250/2004		
i.f.o.				Comp. AL-1BBD (6486)		
Registrar of Deeds				LPI C0270012		

Servitude Diagram 1298/2023

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970
1(b)
SECTION.....

Approved i.t.o Section
Of Municipal Bylaw of Act 3/2014
Erf 1, Le Grand
Ref:
Date: 09 January 2023

60

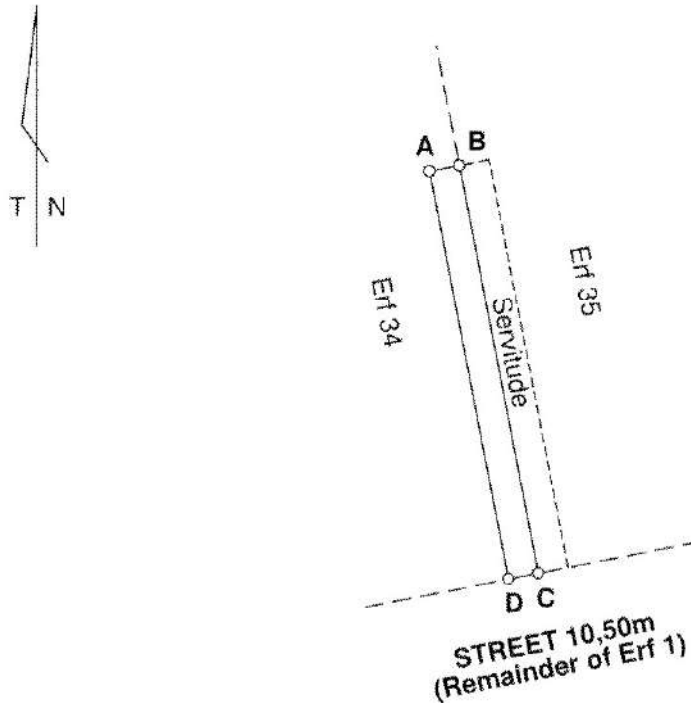
SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System: WG 23° X	
		Constants:		± 0,00	+3 700 000,00
AB	2,00	259 05 10	A	+51 567,79	+69 332,54
BC	27,54	349 05 10	B	+51 565,82	+69 332,17
CD	2,00	79 05 10	C	+51 560,61	+69 359,21
DA	27,54	169 05 10	D	+51 562,58	+69 359,58
Brakkefontein		12	Δ	+56 659,53	+68 309,92
Pacaltsdorp		432	Δ	+50 807,49	+65 121,55

Description of Beacons

A,B,C,D : 12mm Iron peg

Scale 1:500



The figure A B C D ★

represents 55 square metres of land, being
a Services and access Servitude, 2,00 metres wide, over
Erf 34 LE GRAND

situate in the Municipality and
Administrative District of George
Province of the Western Cape
Surveyed in May 2023 by me

H.C. RADEMAN

H.C. RADEMAN (PLS 0990)
Professional Land Surveyor

This diagram is annexed to

No.

d.d. :

i.f.o.

Registrar of Deeds

The original diagram is

S.G. No. 1299/2023

Transfer No.

File Geor. 202 V.3

S.R. 879/2023

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

S.G. No.

1300/2023

Approved

SP

for
SURVEYOR-
GENERAL

03-08-2023

SPLUMA By-law
Section
Date:

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970

SECTION 1(b)

Approved i.t.o Section 60
Of Municipal Bylaw of Act 3/2014

Ref: Erf 1, Le Grand

Date: 09 January 2023

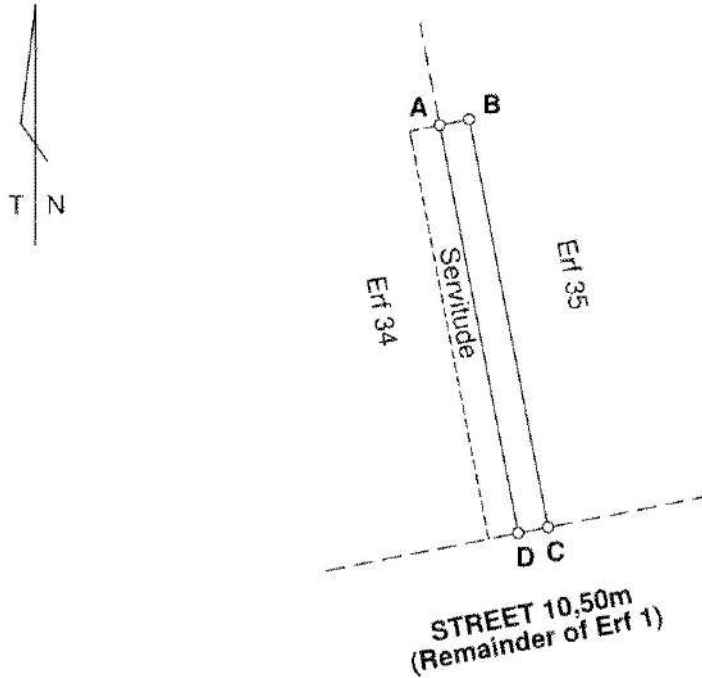
SERVITUDE DIAGRAM

SIDES Metres		ANGLES OF DIRECTION		CO-ORDINATES Y System: WG 23° X	
		Constants:		± 0,00	+3 700 000,00
AB	2,00	259 05 10	A	+51 565,82	+69 332,17
BC	27,54	349 05 10	B	+51 563,86	+69 331,79
CD	2,00	79 05 10	C	+51 558,65	+69 358,83
DA	27,54	169 05 10	D	+51 560,61	+69 359,21
Brakkefontein		12	△	+56 659,53	+68 309,92
Pacaltsdorp		432	△	+50 807,49	+65 121,55

Description of Beacons

A,B,C,D : 12mm Iron peg

Scale 1:500



The figure A B C D ~~is~~

represents 55 square metres of land, being
a Services and access Servitude, 2,00 metres wide, over
Erf 35 LE GRAND

**situate in the Municipality and
Administrative District of George
Province of the Western Cape**

Surveyed in May 2023 by me

H.C. RADEMAN

**H.C. RADEMAN (PLS 0990)
Professional Land Surveyor**

This diagram is annexed to

No.

d.d. :

i.f.o.

Registrar of Deeds

The original diagram is

S.G. No. 1301/2023

Transfer No.

File Geor. 202 Vol.3

S.R. 879/2023

G.P. S.G. No. 3250/2004

Comp. AL-1BBD (6486)

LPI C0270012

S.G. No.

1302/2023

Approved

SPHAK

for
SURVEYOR-
GENERAL

03-08-2023

SPLUMA By-law
Section
Date:

EXEMPT FROM PROVISIONS OF ACT
70 OF 1970

SECTION 1(b)

60

Approved i.t.o Section
Of Municipal Bylaw of Act 3/2014

Erf 1, Le Grand

Ref: 09 January 2023
Date:

CONSOLIDATION DIAGRAM

OFFICE COPY

REED & PARTNERS
LAND SURVEYORS
ERMELO &
GEORGE

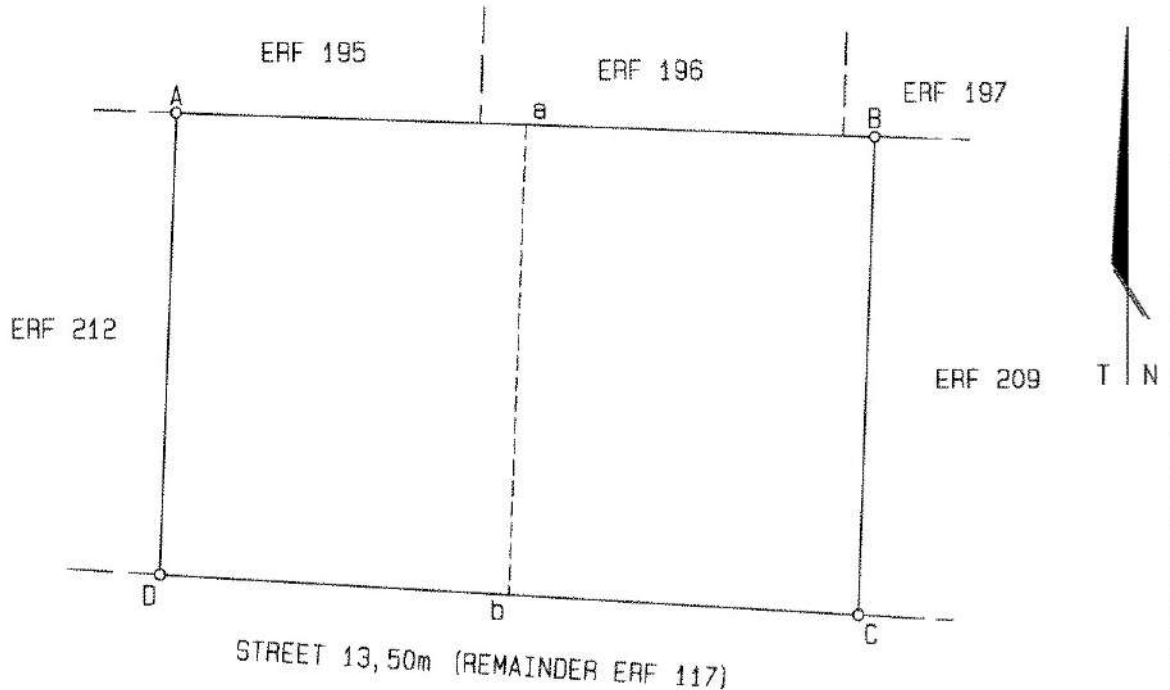
S. G. No.

1127/2024

Approved

pp.
SURVEYOR-
GENERAL

10.06.2024



Components:

1. The figure aBCb represents ERF 210 LE GRAND vide General Plan S.G. No.3252/2004, Deed of Transfer No. **2023**. **.13144**
2. The figure AabD represents ERF 211 LE GRAND vide General Plan S.G. No.3252/2004, Deed of Transfer No. **2005**. **.63061**

The figure A B C D
represents 1436 square metres of land being
ERF 378, LE GRAND

Comprising of components 1 and 2 as shown above
Situate in the Municipality and
Administrative District of George, Province Western Cape

Scale 1 : 500

Compiled in MAY 2024 by me

H.S. POTGIETER (PLS 1100)
PROFESSIONAL LAND SURVEYOR

Approved i.t.o. Section 60
of Municipal Land Use Planning Bylaw
Ref: Erven 210 & 211, Le Grand
Date: 29 April 2024

This diagram is annexed to
No. CCT. 48827/2024
Dated
i. f. o.

Registrar of Deeds

The original diagrams are
as indicated above.

File No.: Geor.202 v.3
SR No.: Compiled
Comp. : AL-18BD (6486)
G.P. : S.G.No.3252/2004
LPI : C0270012

Erf 378 Le Grand

(RSA)

Tel: (021) 467 4800

Fax: (021) 465 3008

SURVEYOR GENERAL-WESTERN CAPE
PRIVATE BAG X9028
CAPE TOWN
8000

GOOSEN, CLOUGH & LOUW
PROFESSIONAL LAND SURVEYORS
P.O BOX 60
GEORGE
6530

2019-08-30

MY REF: Goer. 202 v.3 p151

Your ref: 113/A
Dated: 2019-08-07

Note: THIS STATUS REPORT
IS VALID FOR 3 YEARS.

ATTENTION: A. LOUW

Sir

**STATUS REPORT: CLOSURE OF PUBLIC PLACE ERF 25 LE GRAND ADJOINING
ERVEN 24 & 26 LE GRAND**

1. The proposed closure of land shown as **Public Open Space Erf 25 Le Grand** on my attached sketch represents: **PUBLIC PLACE ERF 65 LE GRAND** on General Plan No. 3250/2004

It is shown as **PUBLIC PLACE** in my records.

2. **FOR OFFICE USE** The following properties will be endorsed: **General Plan No. 3250/2004**
3. Endorsement fees amount to: **R 430.00**
4. I require a copy of a diagram suitable for registration purposes, surveyed and framed by a land surveyor, of the following: **N/A**
5. A written consent (accompanied by a sketch in terms of **Section 23(1) of the George Municipal Planning By-Law** for the amendment of **GENERAL PLAN NO: 3250/2004**

SEE REVERSE SIDE, EXAMPLE A

Yours faithfully



D. CLOETE
For **SURVEYOR GENERAL: WESTERN CAPE**

FOR OFFICE USE

CERTIFICATE p
MEDIA ADVERTISEMENT No:
DATED:

(R S A)

TYPICAL EXAMPLES OF WRITTEN CONSENTS REQUIRED BY LOCAL AUTHORITIES.

The following could be used as guidelines.

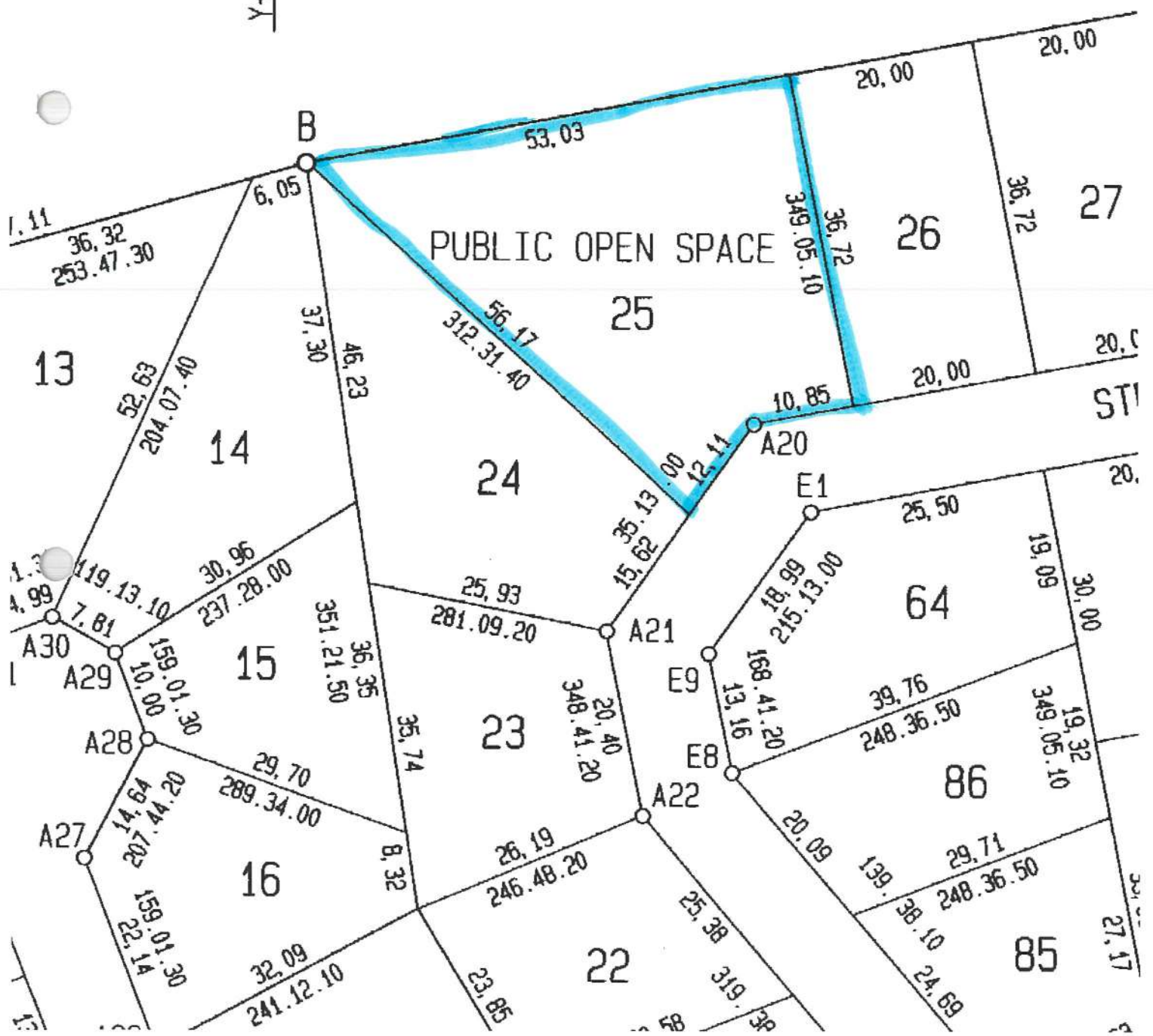
A WHERE A CLOSURE OF PUBLIC PLACE ERF 25 LE GRAND.

Consent is hereby given in terms of Section 23(1) of the George Municipality By-law for the amendment of **General Plan No. 3250/2004** by the creation of Public Place Erf 25 Le Grand to be closed, shown coloured **Blue** on the attached plan, as an **ordinary erf** [with/without] conditions.

[with/without] **Specify Conditions**

3250/2004

Y+51 800



(R.S.A)

Tel: (021) 467 4800

Fax: (021) 465 3008

SURVEYOR GENERAL-WESTERN CAPE
PRIVATE BAG X9028
CAPE TOWN
8000

2019-08-30

GOOSEN, CLOUGH & LOUW
PROFESSIONAL LAND SURVEYORS
P.O BOX 60
GEORGE
6530

MY REF: Geor. 202 v.3 p155

Your ref: 113/A

Dated: 2019-08-07

Note: THIS STATUS REPORT
IS VALID FOR 3 YEARS.

ATTENTION: A. LOUW

Sir

**STATUS REPORT: CLOSURE OF PUBLIC ROADS OVER REMAINDER OF ERVEN 1,
117 & 340 LE GRAND**

- The proposed closure of land as shown **ORANGE, YELLOW AND PINK** on my attached diagram represents:
 - **ORANGE - REMAINDER OF ERF 1 LE GRAND**
 - **YELLOW - REMAINDER ERF 117 LE GRAND**
 - **PINK - REMAINDER ERF 340 LE GRAND**

They are shown as **PUBLIC ROADS** in my records.

- **FOR OFFICE USE** The following properties will be endorsed: **General Plan No's.**
5003/2002, 3250/2004 & 3252/2004
- 3. Endorsement fees amount to: **R 430.00**
- 4. I require a copy of a diagram suitable for registration purposes, surveyed and framed by a land surveyor, of the following: **PORTIONS TO BE CLOSED**
- 5. A written consent (accompanied by a sketch in terms of **Section 23(1) of the George Planning By-Law, 2015** for the amendment of **GENERAL PLAN NO'S: 5003/2002, 3250/2004 & 3252/2004**

SEE REVERSE SIDE, EXAMPLE A

Yours faithfully


D. CLOETE
For **SURVEYOR GENERAL: WESTERN CAPE**

FOR OFFICE USE

CERTIFICATE p

MEDIA ADVERTISEMENT No:

LETTER POSTED

SM. 2019-08-30

125

(R S A)

TYPICAL EXAMPLES OF WRITTEN CONSENTS REQUIRED BY LOCAL AUTHORITIES.

The following could be used as guidelines.

A WHERE A CLOSURE OF PUBLIC ROADS OVER ERVEN 1, 117 & 340 LE GRAND.

Consent is hereby given in terms of Section 23(1) of the George Municipal Planning By-Law for the amendment of **General Plan No's, 5003/2002, 3250, & 3252/2004** by the *addition* of the roads to be closed, shown **ORANGE, YELLOW & PINK** on the attached sketch, as three ***additional*** erven [with/without] conditions.

[with/without] **Specify**

Map1

DEMARCATION

Provincial

SG BOUNDARIES

Town/Allotment

Metro Municipality

Local Municipality

General Plan

SG PARCELS

Abc

 Street Text

Erven

Private Places (Park)

Public Places (Park)

Farm Portions

Streets Private

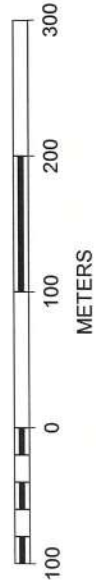
Streets

Erf (Large Parent)

Unsurveyed State Land



SCALE 1 : 5 532



(R.S.A.)

Tel: (021) 467 4800

Fax: (021) 465 3008

SURVEYOR GENERAL-WESTERN CAPE
PRIVATE BAG X9028
CAPE TOWN
8000

2019-08-30

MY REF: Geor. 202 v3 p153

Your ref: 113/A
Dated: 2019-08-07

Note: THIS STATUS REPORT
IS VALID FOR 3 YEARS.

**GOOSEN, CLOUGH, & LOUW
PROFESSIONAL LAND SURVEYORS
P.O BOX 60
GEORGE
6530**

ATTENTION: A. LOUW

Sir

**STATUS REPORT: CLOSURE OF PUBLIC PLACES ERVEN 143, 160, 229 & 305 LE
GRAND**

1. The proposed closure of land shown as **Public Open Spaces Erven 143, 160, 229 & 305 Le Grand** on my attached sketch represents: **PUBLIC PLACES ERVEN 143, 160, 229 & 305 LE GRAND** on General Plan No. 3252/2004

They are shown as **PUBLIC PLACES** in my records.

2. **FOR OFFICE USE** The following properties will be endorsed: **General Plan No. 3252/2004**
3. Endorsement fees amount to: **R 430.00**
4. I require a copy of a diagram suitable for registration purposes, surveyed and framed by a land surveyor, of the following: **N/A**
5. A written consent (accompanied by a sketch in terms of **Section 23(1) of the George Municipal Planning By-Law** for the amendment of **GENERAL PLAN NO: 3252/2004**

SEE REVERSE SIDE, EXAMPLE A

Yours faithfully



**D. CLOETE
For SURVEYOR GENERAL: WESTERN CAPE**

FOR OFFICE USE

CERTIFICATE p
MEDIA ADVERTISEMENT No:
DATED:

(R S A)

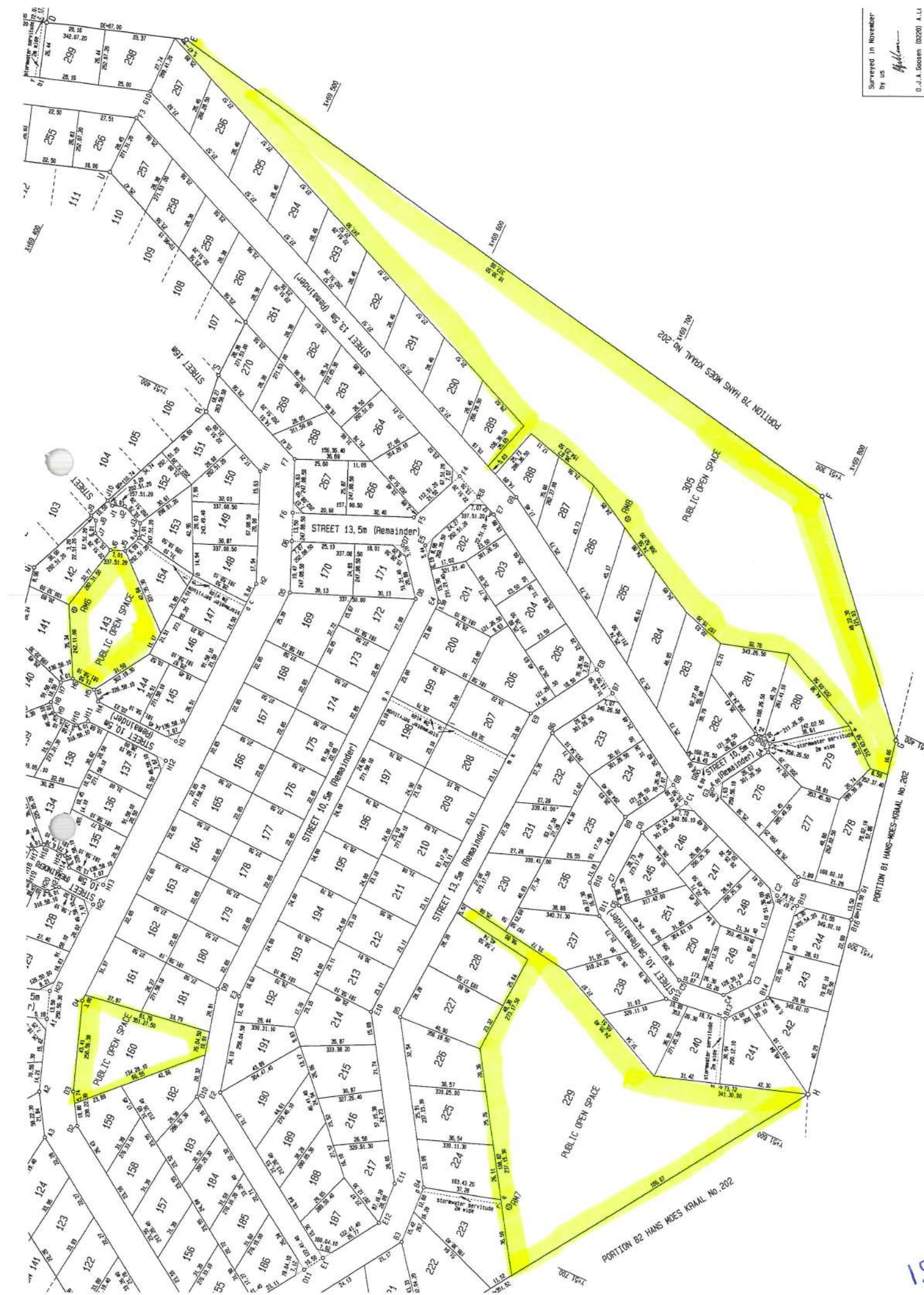
TYPICAL EXAMPLES OF WRITTEN CONSENTS REQUIRED BY LOCAL AUTHORITIES.

The following could be used as guidelines.

A WHERE A CLOSURE OF PUBLIC PLACES ERVEN 143, 160, 229 & 305 LE GRAND.

Consent is hereby given in terms of Section 23(1) of the George Municipality By-law for the amendment of **General Plan No. 3252/2004** by the creation of Public Place Erven 143, 160, 229 & 305 Le Grand to be closed, shown coloured **Yellow** on the attached plan, as **ordinary erven** [with/without] conditions.

[with/without] **Specify Conditions**



LAND USE PLANNING PRE-APPLICATION CONSULTATION FORM

PLEASE NOTE:

Pre-application consultation is an advisory session and is required prior to submission of an application for rezoning, consent use, temporary departure and subdivision. It does not in any way pre-empt the outcome of any future application which may be submitted to the Municipality.

PART A: PARTICULARS

Reference number: _3730096_____

Purpose of consultation:

Discussion regarding the proposed Land Development Applications, proposed Zoning and Land Use Rights as well as the required Specialist Studies to accompany the applications for **Le Grand-“Phase 1”** as outlined below.

Brief proposal:

EVS Planning (represented by Maxi Swanepoel in association with Landmark Planning (represented by Willem Groenewald)) was appointed by the registered property owners, Le Grand Home Owners Association (Reg No. 2007/006283/08), to apply to George Municipality to rectify the land use rights of the existing **Le Grand Estate (i.e. Phase 1)**.

It is proposed that the following **land use applications** be prepared and submitted to the Municipality:

- (1) Application in terms of the provisions of **Section 15(2)(k)** of the Land-Use Planning By-law for George Municipality, 2023 for the **Amendment/Cancellation of a General Plan**.
- (2) Application in terms of the provisions of **Section 15(2)(n)** of the Land-Use Planning By-law for George Municipality, 2023 for the **Closure of a Public Places** (i.e. Erven 143, 160, 229 and 305, Le Grand, as well as the public roads over of Erven 1, 117 and 340, Le Grand).

- (3) Application in terms of the provisions of **Section 15(2)(a)** of the Land-Use Planning By-law for George Municipality, 2023 for the **Rezoning of:**

3.1. **Erven 1, 117 and 340, Le Grand (i.e. Le Grand Estate)** to “Single Residential Zone II” (Estate Housing) (SRZII) to reflect what there is today.

3.2. **Erven 143, 160, 229 and 305, Le Grand** to “Open Space Zone II” (OSZII)

3.3. **Public Streets** to “Transport Zone III” (TUZIII); and

3.4. **Erf 25, Le Grand** to “Utility Zone” (UZ)

- (4) Application for the Amendment of Clause (e) of the Council Resolution dated 28 July 2023.

Property(ies) description:

Erf 1, Le Grand (subdivided into Erven 2 to 116, Le Grand)

Erf 117, Le Grand (subdivided into Erven 118 to 305, Le Grand)

Erf 340, Le Grand (subdivided into Erven 341 to 356, Le Grand)

Date: **June 2025**

Attendees:

	Name & Surname	Organisation	Contact Number	E-mail
Official	Martin Botha	George	044 801 9191	pmbbotha@george.gov.za
	Naudica Swanepoel	Municipality	044 801 9120	nswanepoel@george.gov.za
Pre-applicant	Maxi Alberts	EVS Planning	082 327 0478	maxi@evsplanning.co.za
	Willem Groenewald	Landmark Planning	082 371 5770	willem@land-mark.co.za
	Ryno Erasmus	Landmark Planning	084 511 4090	ryno@land-mark.co.za

Documentation provided for discussion:

(Include document reference, document/plan dates and plan numbers where possible and attach to this form)

- i. **Locality Map & Aerial Photos**
- ii. **Surveyor General Diagrams**

Has pre-application been undertaken for a Land Development application with the Department of Environmental Affairs & Development Planning (DEA&DP)?

YES

NO

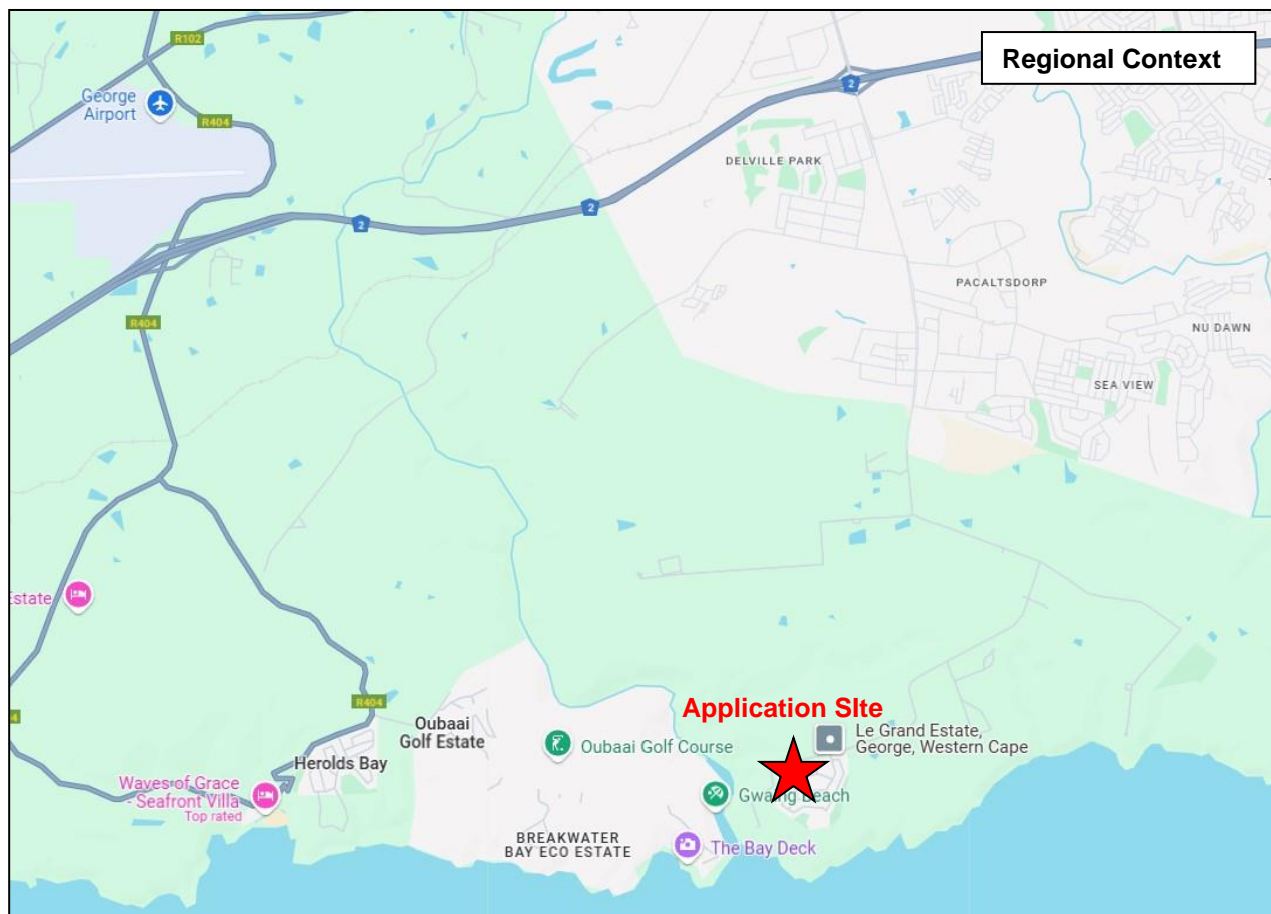
(If so, please provide a copy of the minutes)

Comprehensive overview of proposal:

1) Locality and Site Context

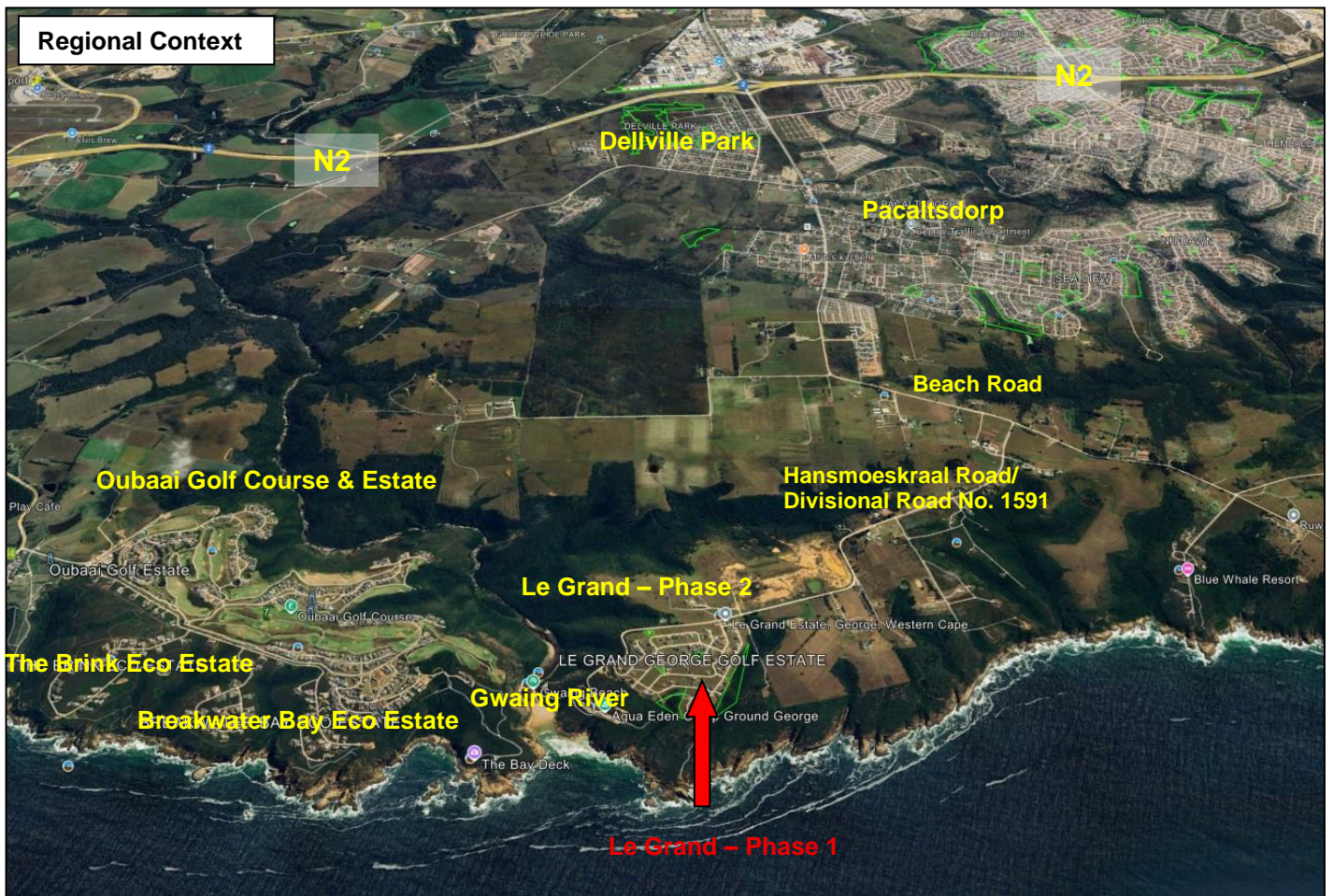
The application site is located within the jurisdiction of **George Municipality, Ward 23**.

The application site is located alongside and south of Hansmoeskraal Road (previously known as Divisional Road No. 1591), within the existing Le Grand Estate (Phase 1) and east of the Gwaing River, Oubaai Golf Estate, The Brink Eco Estate and Breakwater Bay Eco Estate.



Access to the site is possible via Hansmoeskraal Road, which connects with Beach Road to the east and runs past Pacaltsdorp and Dellville Park, northwards to the N2 highway and George CBD. Beach Road provides access to various residential and mixed-use developments north of the application site, including Pacaltsdorp, Dellville, George, Tamsui Industria, the George industrial area and CBD.

The attached regional and local context maps indicate the context of the application site and its location in relation to main roads and proximity to the Indian-ocean.





2) Land Development Applications

It is proposed that the following **three (3) applications** be prepared and submitted to the Municipality:

- (1) Application in terms of the provisions of **Section 15(2)(k)** of the Land-Use Planning By-law for George Municipality, 2023 for the **Amendment/Cancellation of a General Plan**.
- (2) Application in terms of the provisions of **Section 15(2)(n)** of the Land-Use Planning By-law for George Municipality, 2023 for the **Closure of a Public Places** (i.e. Erven 143, 160, 229 and 305, Le Grand, as well as the public roads over the Remainder of Erf 1, Erf 117 and Erf 340, Le Grand).
- (3) Application in terms of the provisions of **Section 15(2)(a)** of the Land-Use Planning By-law for George Municipality, 2023 for the **Rezoning of:**

3.1. **Erven 1, 117 and 340, Le Grand (i.e. Le Grand Estate)** to “Single Residential Zone II” (Estate Housing) (SRZII) to reflect what there is today.

3.2. **Erven 143, 160, 229 and 305, Le Grand** to “Open Space Zone II” (OSZII)

3.3. **Public Streets** to “Transport Zone III” (TUZIII); and

3.4. **Erf 25, Le Grand** to “Utility Zone” (UZ)

- (4) Application for the Amendment of Clause (e) of the Council Resolution dated 28 July 2023.

3) Proposed Zoning/Land Use Rights

In terms of the **George Integrated Zoning Scheme By-law, 2023 (as amended)**, page 44: *“The objective of this zone is to provide a high degree of flexibility for low- to medium-density residential projects which have integrated site and design features, and which require individual design solutions and individually tailored development control provisions. This zone should not accommodate a resort but is particularly suitable for residential estates that are governed by a property owners’ association, with or without security control, in accordance with section 29 of the Planning Bylaw access control and coordinated design requirements (such as golf estates, equestrian estates and residential marinas). .”*

The objectives of the George Integrated Zoning Scheme By-law, 2023 (as amended) can be achieved through the following proposed development control measures:

Proposed Land Use Rights – Le Grand Estate George Integrated Zoning Scheme By-law, 2023 (as amended)		
1	Use Zone number	SRZII
2	Use Zone	SINGLE RESIDENTIAL ZONE II
3	Uses permitted	Estate Housing
4	Uses with Consent Use	Crèche Freestanding base telecommunication station Home occupation Rooftop base telecommunication station
5	Uses not permitted	All other uses
6	Definitions	As per Scheme Land use description: “estate housing” means residential housing in a residential estate with or without access control which have integrated site and design features which are governed by a property owners’ association such as golf estates, equestrian estates, eco estates and residential marinas, and includes— (a) dwelling houses; (b) group houses; (c) town houses; (d) flats; (e) a retirement resort; (f) a hotel;

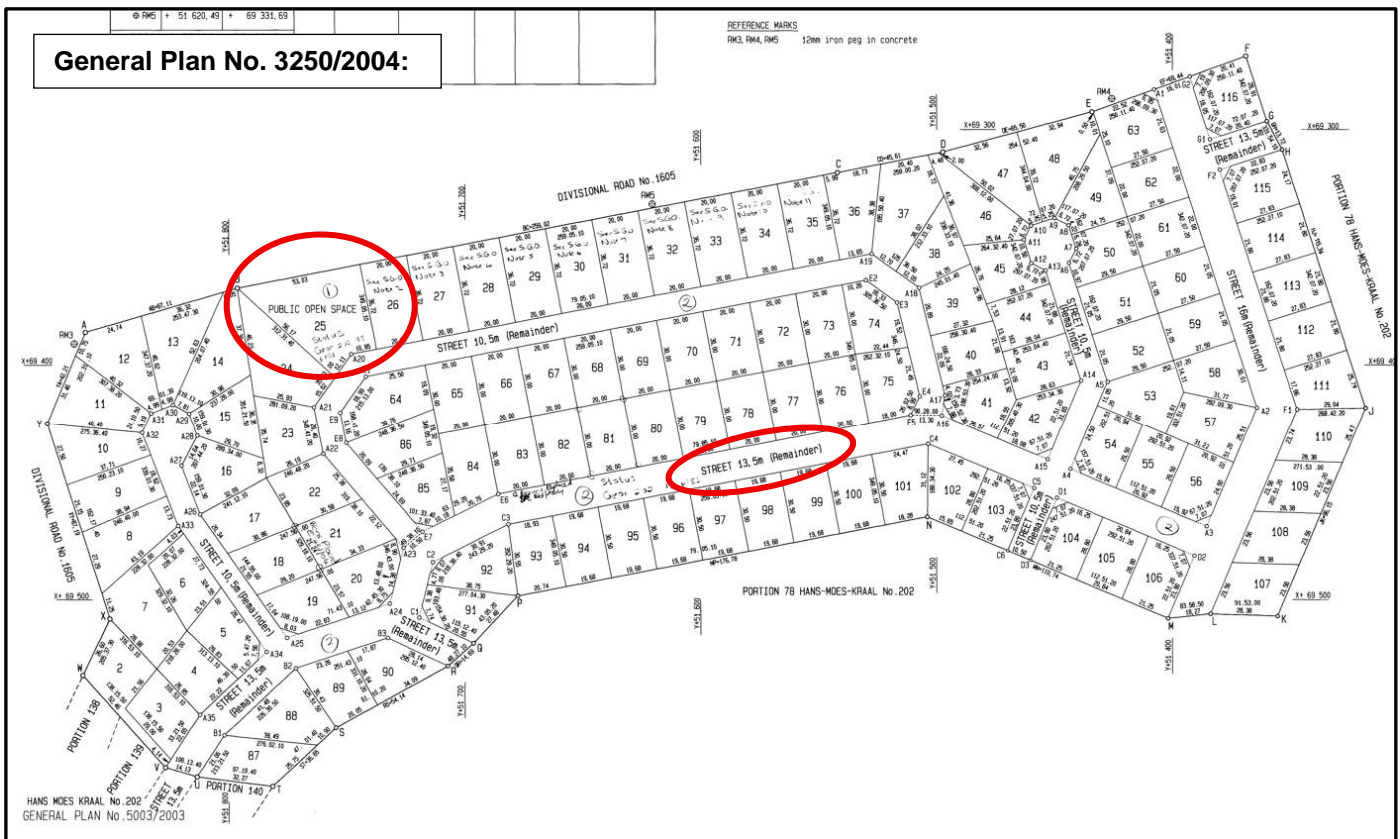
		<p>(g) a restaurant;</p> <p>(h) a convenience shop;</p> <p>(i) private open space;</p> <p>(j) private roads;</p> <p>(k) private parking;</p> <p>(l) administrative office of the POA(HOA); and</p> <p>(m) facilities ancillary to the functioning of the estate</p>
7	Density	<p>To the Satisfaction of the Municipality</p> <p><i>The Municipality may stipulate conditions with regard to the use of buildings and land, density, height, coverage, layout, building design, open space, landscaping, parking, access and environmental management.</i></p>
8	Height	<p>To the Satisfaction of the Municipality</p> <p><i>The Municipality may stipulate conditions with regard to the use of buildings and land, density, height, coverage, layout, building design, open space, landscaping, parking, access and environmental management.</i></p>
9	Coverage	<p>To the Satisfaction of the Municipality</p> <p><i>The Municipality may stipulate conditions with regard to the use of buildings and land, density, height, coverage, layout, building design, open space, landscaping, parking, access and environmental management.</i></p>
10	Parking requirements	<p>To the Satisfaction of the Municipality</p> <p><i>The Municipality may stipulate conditions with regard to the use of buildings and land, density, height, coverage, layout, building design, open space, landscaping, parking, access and environmental management.</i></p>
11	Street Building Lines	<p>To the Satisfaction of the Municipality</p> <p><i>The Municipality may stipulate conditions with regard to the use of buildings and land, density, height, coverage, layout, building design, open space, landscaping, parking, access and environmental management.</i></p>
12	Side Building Lines and Rear Building Lines	<p>To the Satisfaction of the Municipality</p> <p><i>The Municipality may stipulate conditions with regard to the use of buildings and land, density, height, coverage, layout, building design, open space, landscaping, parking, access and environmental management.</i></p>

4) Closure of Public Places and the Amendment of the General Plans

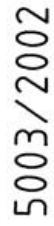
The following public places (i.e. Parks and Public Streets) are proposed to be closed:

- Erf 25, Le Grand, as well as the public street indicated on General Plan No. 3250/2004;
- Erven 143, 160, 229 and 305, Le Grand, as well as the public street indicated on General Plan No. 3252/2004; and
- Public street indicated on General Plan No. 5003/2002.

The above-mentioned General Plan need to be amended/endorsed accordingly to reflect the proposed closure of the public places and public roads.

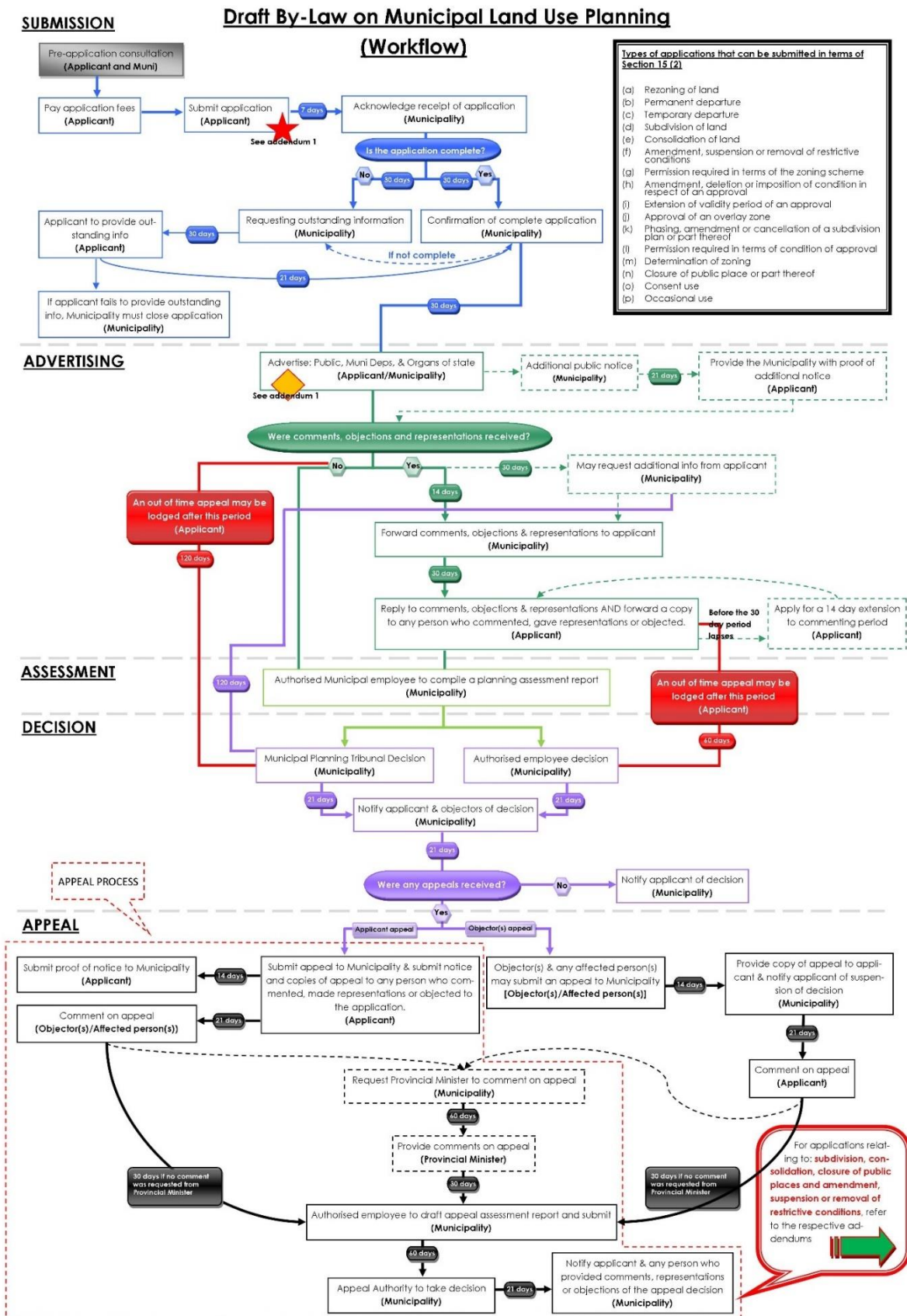


FILE No. Geot-202 v.2
S.R. No. E 1462/2004
COMP. AL-1000-054861
LPI: C9270012



PART B: APPLICATION PROCESS

(WILL FULLY APPLY ONLY ONCE LUPA REGULATIONS ARE IN FORCE)



PART C: QUESTIONNAIRES

SECTION A:

DETERMINATION OF APPLICATION TYPES, PRESCRIBED NOTICE AND ADVERTISEMENT PROCEDURES

Tick if relevant	What land use planning applications are required?	Application fees payable
<input checked="" type="checkbox"/>	2(a) a rezoning of land;	R10 710
<input type="checkbox"/>	2(b) a permanent departure from the development parameters of the zoning scheme;	R
<input type="checkbox"/>	2(c) a departure granted on a temporary basis to utilise land for a purpose not permitted in terms of the primary rights of the zoning applicable to the land;	R
<input type="checkbox"/>	2(d) a subdivision of land that is not exempted in terms of section 24, including the registration of a servitude or lease agreement;	R
<input type="checkbox"/>	2(e) a consolidation of land that is not exempted in terms of section 24;	R
<input type="checkbox"/>	2(f) a removal, suspension or amendment of restrictive conditions in respect of a land unit;	R
<input type="checkbox"/>	2(g) a permission required in terms of the zoning scheme;	R
<input type="checkbox"/>	2(h) an amendment, deletion or imposition of conditions in respect of an existing approval;	R
<input type="checkbox"/>	2(i) an extension of the validity period of an approval;	R
<input type="checkbox"/>	2(j) an approval of an overlay zone as contemplated in the zoning scheme;	R
<input type="checkbox"/>	2(k) an amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram;	R
<input type="checkbox"/>	2(l) a permission required in terms of a condition of approval;	R
<input type="checkbox"/>	2(m) A determination of a zoning;	R
<input checked="" type="checkbox"/>	2(n) A closure of a public place or part thereof;	R12 290
<input type="checkbox"/>	2(o) a consent use contemplated in the zoning scheme;	R
<input type="checkbox"/>	2(p) an occasional use of land;	R
<input type="checkbox"/>	2(q) to disestablish a home owner's association;	R
<input type="checkbox"/>	2(r) to rectify a failure by a home owner's association to meet its obligations in respect of the control over or maintenance of services;	R
<input type="checkbox"/>	2(s) a permission required for the reconstruction of an existing building that constitutes a non-conforming use that is destroyed or damaged to the extent that it is necessary to demolish a substantial part of the building	R
Tick if relevant	What prescribed notice and advertisement procedures will be required?	Advertising fees payable
Y	N Serving of notices (i.e. registered letters etc.)	R
Y	N Publication of notices (i.e. Provincial Gazette, Local Newspaper(s) etc.)	R

Y	N	Additional publication of notices (i.e. Site notice, public meeting, local radio, website, letters of consent etc.)	R
Y	N	Placing of final notice (i.e. Provincial Gazette etc.)	R
TOTAL APPLICATION FEE* (VAT excluded):			To be confirmed

PLEASE NOTE: * Application fees are estimated on the information discussed and are subject to change with submission of the formal application and/or yearly application fee increase.

SECTION B:

PROVISIONS IN TERMS OF THE RELEVANT PLANNING LEGISLATION / POLICIES / GUIDELINES

QUESTIONS REGARDING PLANNING POLICY CONTEXT	YES	NO	TO BE DETERMINED	COMMENT
Is any Municipal Integrated Development Plan (IDP)/Spatial Development Framework (SDF) and/or any other Municipal policies/guidelines applicable? If yes, is the proposal in line with the aforementioned documentation/plans?			X	Motivate in application.
Any applicable restrictive condition(s) prohibiting the proposal? If yes, is/are the condition(s) in favour of a third party(ies)? [List condition numbers and third party(ies)]		X		Applicant is exempted from submitting a Conveyancer's Certificate.
Any other Municipal by-law that may be relevant to application? (If yes, specify)		X		n/a
<u>Zoning Scheme Regulation considerations:</u> Which zoning scheme regulations apply to this site? George Integrated Zoning Scheme By-law, 2023 (as amended) What is the current zoning of the property? Single Residential I				

What is the proposed zoning of the property?

SRZII: "Single Residential Zone II"

Does the proposal fall within the provisions/parameters of the zoning scheme?

Yes

Are additional applications required to deviate from the zoning scheme? (if yes, specify)

No

QUESTIONS REGARDING OTHER PLANNING CONSIDERATIONS	YES	NO	TO BE DETERMINED	COMMENT
Is the proposal in line with the Provincial Spatial Development Framework (PSDF) and/or any other Provincial bylaws/policies/guidelines/documents?			X	Motivate in application.
Are any regional/district spatial plans relevant? If yes, is the proposal in line with the document/plans?		X		

SECTION C:

CONSENT / COMMENT REQUIRED FROM OTHER ORGANS OF STATE

QUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	TO BE DETERMINED	OBTAIN APPROVAL / CONSENT / COMMENT FROM:
Is/was the property(ies) utilised for agricultural purposes?		X		Western Cape Provincial Department of Agriculture
Will the proposal require approval in terms of Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970)?		X		National Department of Agriculture
Will the proposal trigger a listed activity in terms of National Environmental Management Act, 1998 (Act 107 of 1998) (NEMA)?		X		Western Cape Provincial Department of Environmental Affairs & Development Planning (DEA&DP)

QUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	TO BE DETERMINED	OBTAIN APPROVAL / CONSENT / COMMENT FROM:
Will the proposal require authorisation in terms of Specific Environmental Management Act(s) (SEMA)? (National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003) (NEM:PAA) / National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) (NEM:BA) / National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004) (NEM:AQA) / National Environmental Management: Integrated Coastal Management Act, 2008 (Act 24 of 2008) (NEM:ICM) / National Environmental Management: Waste Act, 2008 (Act 59 of 2008) (NEM:WA)		X		National Department of Environmental Affairs (DEA) & DEA&DP
Will the proposal require authorisation in terms of the National Water Act, 1998 (Act 36 of 1998)?		X		National Department of Water & Sanitation (DWS)
Will the proposal trigger a listed activity in terms of the National Heritage Resources Act, 1999 (Act 25 of 1999)?		X		South African Heritage Resources Agency (SAHRA) & Heritage Western Cape (HWC)
Will the proposal have an impact on any National or Provincial roads?		X		National Department of Transport / South Africa National Roads Agency Ltd. (SANRAL) & Western Cape Provincial Department of Transport and Public Works (DTPW)
Will the proposal trigger a listed activity in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993): Major Hazard Installations Regulations		X		National Department of Labour (DL)
Will the proposal affect any Eskom owned land and/or servitudes?		X		Eskom
Will the proposal affect any Telkom owned land and/or servitudes?		X		Telkom
Will the proposal affect any Transnet owned land and/or servitudes?		X		Transnet
Is the property subject to a land / restitution claims?		X		National Department of Rural Development & Land Reform
Will the proposal require comments from SANParks and/or CapeNature?		X		SANParks / CapeNature

QUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	TO BE DETERMINED	OBTAIN APPROVAL / CONSENT / COMMENT FROM:
Will the proposal require comments from DEFF?		X		Department of Environment, Forestry and Fishery
Is the property subject to any existing mineral rights?		X		National Department of Mineral Resources
Does the proposal lead to densification to such an extent that the number of schools, healthcare facilities, libraries, safety services, etc. In the area may be impacted on? (strikethrough irrelevant)		X		Western Cape Provincial Departments of Cultural Affairs & Sport (DCAS), Education, Social Development, Health and Community Safety

SECTION D:

SERVICE REQUIREMENTS

DOES THE PROPOSAL REQUIRE THE FOLLOWING ADDITIONAL INFRASTRUCTURE / SERVICES?	YES	NO	TO BE DETERMINED	OBTAIN COMMENT FROM: (list internal department)
Electricity supply:			X	Directorate: Electro-technical Services
Water supply:			X	Directorate: Civil Engineering Services
Sewerage and waste water:			X	Directorate: Civil Engineering Services
Stormwater:			X	Directorate: Civil Engineering Services
Road network:			X	Directorate: Civil Engineering Services
Telecommunication services:			X	
Other services required? Please specify. Refuse removal?			X	
Development charges:			X	

PART D: COPIES OF PLANS / DOCUMENTS TO BE SUBMITTED AS PART OF THE APPLICATION

COMPULSORY INFORMATION REQUIRED:

Y	N	Power of Attorney / Owner's consent if applicant is not owner (if applicable)	Y	N	S.G. noting sheet extract / Erf diagram / General Plan
Y	N	Motivation report / letter	Y	N	Full copy of the Title Deed
Y	N	Locality Plan	Y	N	Site Layout Plan
Y	N	Proof of payment of fees	Y	N	Bondholder's consent

MINIMUM AND ADDITIONAL REQUIREMENTS:

Y	N	Site Development Plan	Y	N	Conveyancer's Certificate
Y	N	Land Use Plan	Y	N	Proposed Zoning plan
Y	N	Phasing Plan	Y	N	Consolidation Plan
Y	N	Abutting owner's consent	Y	N	Landscaping / Tree Plan
Y	N	Proposed Subdivision Plan (including street names and numbers)	Y	N	Copy of original approval letter
Y	N	Services Report or indication of all municipal services / registered servitudes	Y	N	Home Owners' Association consent
Y	N	Copy of Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) / Traffic Impact Assessment (TIA) / Traffic Impact Statement (TIS) / Major Hazard Impact Assessment (MHIA) / Environmental Authorisation (EA) / Record of Decision (ROD) – (strikethrough irrelevant)	Y	N	1 : 50 / 1:100 Flood line determination (plan / report)
Y	N	Other (specify)	Y	N	Required number of documentation copies

The application was discussed at a meeting held on 11 June 2025.

Town Planning

- Please submit a status report from the Surveyor General's Office, together with the relevant closure notices as published in the Provincial Gazette, confirming the status of the public places/streets, to confirm the actions required in terms of closures.
- An application must be submitted to rezone all the properties (including the public places) to Single Residential Zone II (Estate Housing). A land use plan must be submitted with the application, for consideration. The land use plan must indicate the allocation of uses under the zoning, for example Single Residential Zone II Estate Housing – Private Road.
- An application for the amendment of the General Plan is not required, given the fact that the cadastral layout will remain the same.
- Please contact the Municipality's Property Management Section (Donald Gelderbloem dmgelderbloem@george.gov.za) to confirm the process of amending the Council Resolution (a Council Resolution cannot be amended in terms of the Planning By-law, 2023).
- Please submit the Council Resolution with the land use application.
- Please indicate all servitudes on the land use plan. Please note the servitudes must be functional.
- Please obtain legal advice in respect of the proposed resolutions from all property owners (submit letter from legal representative with the land use application).
- The applicant is exempted from submitting conveyancer's certificates and bondholders' consents.
- Full public participation process will apply.
- The application must be motivated in terms of the relevant legislation (SPLUMA, LUPA, PSDF, MSDF etc.).
- Please indicate compliance of the proposal with the objective and development parameters relevant to the proposed zoning.
- The motivation report must elaborate on the impact of the proposal considering the Gwaing River Estuary Estuarine Management Plan.

Civil Engineering Services

Internal engineering service access

- Suitable and accessible access to the two internal pump stations is required. Please contact the Operation Department (Sanitation) in order to resolve this matter.

Development Charges (DCs)

- Normal Development Charges (DCs), if applicable, will be levied in accordance with the DC policy and the applicable By-law and or policy on the properties still to be transferred.

Water & Sewer

- Water & Sewer is available, subject to the confirmation of both network and/or treatment capacity.

Stormwater

- The developer must ensure full compliance with the relevant Stormwater By-law.

PART F: SUMMARY / WAY FORWARD

The submission of the land use application may proceed, considering Part E above.

OFFICIAL: Martin Botha

PRE-APPLICANT: Maxi Swanepoel (FULL NAME)

Willem Groenewald (FULL NAME)

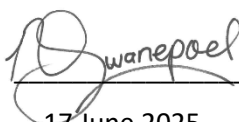
SIGNED: 

SIGNED: 

DATE: 17 June 2025

DATE: 28 May 2025

OFFICIAL: Naudica Swanepoel

SIGNED: 

DATE: 17 June 2025

**Please note that the above comments are subject to the documents and information available to us at the time of the pre-application meeting and we reserve our rights to elaborate on this matter further and/or request more information/documents should it be deemed necessary.*



LE GRAND

**Memorandum of Incorporation unique to
LE GRAND HOMEOWNERS ASSOCIATION NPC
Registration Number: 2007/006283/08**



LE GRAND

TABLE OF CONTENT

1.	INTERPRETATION & DEFINITIONS	4
2.	INCORPORATION AND NATURE OF THE COMPANY	9
2.1.	Incorporation	9
2.2.	Objects and Powers of the Company	13
2.3.	MOI and Rules	15
2.4.	Optional provisions of the Act.....	19
2.5.	Members of the Company	19
2.6.	Duties of Members	22
3.	RIGHTS OF MEMBERS	24
3.1.	Members' authority to act	24
3.2.	Members' right to Information	25
3.3.	Proxies	25
3.4.	Record date for exercise of Member rights.....	27
4.	MEMBERS MEETINGS	27
4.1.	Requirement to hold meetings.....	27
4.2.	Members' right to requisition a meeting.....	28
4.3.	Location of Member meetings	29
4.4.	Notice of Member meetings.....	29
4.5.	Electronic participation in Members meetings	29
4.6.	Quorum for Members meetings.....	29
4.7.	Members resolution	31
4.8.	Votes of Members	32
5.	DIRECTORS AND OFFICERS	33
5.1.	Composition of the Board of Directors.....	33
5.2.	Authority of the Board of Directors	35
5.3.	Board of Directors meetings	38
5.4.	Indemnification of Directors	39
5.5.	Committees of the Board.....	41
6.	ACCOUNTING RECORDS.....	42
7.	ANNUAL FINANCIAL STATEMENTS	42
8.	INCOME OF THE COMPANY	42
9.	SECRETARY	45
10.	SPECIAL CONDITIONS	45
10.1.	Building and Improvements	45
10.2.	Landscaping	45
10.3.	Provision of Services	46
10.4.	Open Spaces and Rights of Access	46
10.5.	Occupation and use of Stands and Units	46
10.6.	Services.....	47
10.7.	Security of the Estate	47
10.8.	Maintenance of Open Spaces and Public Road Verges.....	47



LE GRAND

11.	LIMITATIONS WITH REGARD TO SERVICES.....	47
12.	MOI BINDING ON INVITEES	48
13.	RESTRICTION AGAINST ALIENATION	48
14.	INTERNAL SERVICES.....	48
15.	ENFORCEMENT OF OBLIGATIONS OF MEMBERS.....	49
16.	DETERMINATION OF DISPUTES	49
17.	DISCLAIMER RESPONSIBILITY	49
18.	SPECIAL CONDITIONS	50
19.	ENTRENCHED PROVISIONS	51
20.	GENERAL	51



LE GRAND

1. INTERPRETATION & DEFINITIONS

- 1.1. The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof.
- 1.2. Unless a contrary intention clearly appears words importing:
 - 1.2.1. any one gender include the other genders;
 - 1.2.2. the singular include the plural and vice versa; and
 - 1.2.3. natural persons include created entities (corporate or unincorporated) and vice versa;
 - 1.2.4. references to notices, statements and other communications by or from a Party include notices by or from that Party's agent.
- 1.3. In this MOI, and, unless the context requires otherwise, the following words and expressions shall have the meaning assigned to them hereunder, and cognate expression shall have corresponding meanings, namely:
 - 1.3.1. **"Act"** means the Companies Act, Act 71 of 2008, as amended from time to time;
 - 1.3.2. **"Aesthetics Committee"** means the aesthetics committee to be appointed by the Developer (during the Development Period and thereafter by the Company) and which shall have such powers and functions as may be assigned to it by the Developer (during the Development Period and thereafter by the Company);
 - 1.3.3. **"Alienation"** means the alienation of any Stand, Unit or part thereof whether by way of sale, exchange, donation, divorce, deed, intestacy, will, cession, assignment, court order or insolvency, change in shareholding of a company or membership in a close corporation or the beneficial interest in a trust, irrespective of whether such alienation is subject to a suspensive or resolutive condition, and **"Alienate"** shall have a corresponding meaning;
 - 1.3.4. **"Authorised Representative"** means a person authorised to act as the representative of any Person;
 - 1.3.5. **"Board"** means the Board of Directors of the Company from time to time;
 - 1.3.6. **"Chapter"** means a reference to a Chapter by number refers to the corresponding Chapter of the Act;
 - 1.3.7. **"Common Property and Facilities"** means all facilities which form part of the Estate and designated areas in the Estate which are intended for shared use of all Homeowners (and their invitees and tenants) in the Estate, which may include the access road and any additional facilities or portions of land as the Developer (during



LE GRAND

the Development Period and thereafter the Company) in its sole discretion may determine from time to time, and includes the Common Property and Facilities which shall have a corresponding meaning;

- 1.3.8. **"Company"** means Le Grand Homeowners Association NPC, Registration Number 2007/006283/08 or any other name under which it may in future be known;
- 1.3.9. **"Council"** means the local authority having jurisdiction over the estate from time to time;
- 1.3.10. **"Deeds Office"** means the registration office in Cape Town as described in the Registration of Deeds Act, Act 47 of 1937, as amended;
- 1.3.11. **"Developer"** means CS Hentiq 1044 Proprietary Limited, Registration Number 2011/102930/07, or any other subsidiary or related person (as herein defined), which shall include its successors in title, assigns and/or cessionaries, it being recorded that the cession and/or delegation of the Developer's rights and obligations contained in this MOI to any Person is not in any way whatsoever subject to the consent of the Company and/or its Members;
- 1.3.12. **"Developer Director"** means a director appointed by the Developer;
- 1.3.13. **"Development"** and **"Estate"** means the Le Grand Estate which includes, but is not limited to the Properties as may be phased or subdivided from time to time;
- 1.3.14. **"the Development / Aesthetics approval"** means the required consideration, evaluation and approval of all developments of- and/or improvements to Erven, Stands and Units in the Estate by the Aesthetics Committee and the Developer (or its duly appointed agent during the Development Period);
- 1.3.15. **"Development Period"** means the period commencing from the date of establishment of the Company until the later of:
- 1.3.15.1. the completion of the whole proposed Development;
 - 1.3.15.2. the sale of all Stands and Units by the Developer in the Estate;
 - 1.3.15.3. the construction of all houses on Stands and/or Units in the Estate; and
 - 1.3.15.4. such time as the Developer notifies the Company that the Development Period has come to an end;
- 1.3.16. **"Director"** means a member of the Board of the Company, as contemplated in section 66 of the Act (or an alternate director of the Company), and includes any Person occupying the position of a director or alternate director, by whatever name designated, which shall deem to include Developer Directors and Member Directors;



LE GRAND

- 1.3.17. **"Erf"** means any erf, portion or subdivision of an erf and includes all improvements thereof, which shall deem to include a Stand and any reference to Erven shall mean more than one erf;
- 1.3.18. **"Estate Manager"** means the estate manager appointed by the Developer during the Development Period, and thereafter by the Board in terms of the MOI, and **"Managing Agent"** shall have a corresponding meaning;
- 1.3.19. **"Facilities"** means all and any facilities or amenities of whatever nature which the Developer may provide in its sole and absolute discretion and which shall form part of the Common Property and Facilities at the end of the Development Period;
- 1.3.20. **"Financial Year"** means the financial year of the Company which shall run from the date of establishment of the Company until the last day of the next February, and thereafter from the first day of March in each year until the last day of February in the subsequent year;
- 1.3.21. **"Homeowner / Registered Owner / Member"** means an owner of an Erf or Unit that has been registered by the Registrar of Deeds in accordance with the provisions of the Deeds Registries Act, Act 47 of 1937 as amended, and/or the Sectional Titles Act, Act 95 of 1986;
- 1.3.22. **"Member"** means (without derogating from any other definition contained herein) a member of the Company as referred to in clause 2.5 below, and in particular means owners of Erven, Stands or Units in the Development and shall be deemed to include Homeowners, and includes the Developer for as long as there are Stands and/or Units registered in the Developer's name;
- 1.3.23. **"Member Director"** means a director appointed by the Members;
- 1.3.24. **"MOI"** means this Memorandum of Incorporation of the Company, as amended from time to time;
- 1.3.25. **"Month"** means a calendar month;
- 1.3.26. **"the Office"** means the registered office of the Company as it moreover appears from the Act;
- 1.3.27. **"Person"** means and includes any individual person, close corporation, company, juristic body, body corporate, partnership, firm, joint venture, trust, unincorporated organisation, association, Government Entity or organization or association of which any of the above is a member, or a participant and, in each case, whether having distinct legal personality or not;



LE GRAND

- 1.3.28. **“Prime Interest Rate”** means the Prime Interest Rate charged by First National Bank on its overdraft facilities from time to time, compounded monthly in arrears;
- 1.3.29. **“the Properties”** means:
- 1.3.29.1. Remainder of Portion 78 (portion of portion 12) of the farm Hans Moes Kraal No 202 in the municipality and division of George, Province Western Cape;
 - 1.3.29.2. Remainder of Erf 1 Le Grand in the municipality and division of George, Province Western Cape;
 - 1.3.29.3. Remainder of Erf 117 Le Grand in the municipality and division of George, Province Western Cape; and
 - 1.3.29.4. Remainder of Portion 130 (portion of portion 78) of the farm Hans Moes Kraal No 202 in the municipality and division of George, Province Western Cape;
 - 1.3.29.5. The Servitude registered over Erf 335 Le Grand, in the municipality and division of George, Province Western Cape.
 - 1.3.29.6. including any other property which the Developer wishes to incorporate under the MOI;
- 1.3.30. **“Regulation”**, a reference to a regulation by number refers to the corresponding regulation of the Companies Regulations, 2011, as amended from time to time;
- 1.3.31. **“Residential”** means any Erf and/or Stand designated for residential use;
- 1.3.32. **“Rules”** means the rules that will govern the conduct of all Homeowners, residents, visitors and occupants of Stands or Units and their invitees in the Estate as set out in the “Homeowners’ Handbook & Rules”, as compiled and amended by the Company from time to time, and to which Rules each Homeowner, resident, visitor and occupant of Stands and/or Units and their invitees irrevocably undertakes to strictly abide by, which includes, but is not limited to the Company’s:
- 1.3.32.1. Architectural Rules and Guidelines;
 - 1.3.32.2. Construction Rules and Regulations;
 - 1.3.32.3. Penalty Structure;
 - 1.3.32.4. Painting Colour Schedule; and
 - 1.3.32.5. Security Standard Operating Procedures;



LE GRAND

- 1.3.33. **"Secretary"** means any Person or body corporate appointed by the Directors to perform the statutory secretarial duties of the Company;
- 1.3.34. **"Section"**, a reference to a section by number refers to the corresponding section of the Act;
- 1.3.35. **"Services"** means the supply of water, sewerage, refuse removal, electricity, telecommunications, television cables, security, maintenance of Common Property and Facilities, garden maintenance and such other utilities and services as are provided by the Company or any other supplier of services to the Estate from time to time;
- 1.3.36. **"Stand"** means a residential stand (whether or not a Unit has been erected thereon) forming part of the Estate, which shall deem to include an Erf;
- 1.3.37. **"Unit"** means a residential Unit (whether free standing and/or high density) registerable in accordance with the provisions of the Sectional Titles Act 95 of 1986, as amended;
- 1.3.38. **"in Writing"** means writing, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form; and
- 1.3.39. **"year"** means a calendar year.
- 1.4. Words and expressions used and not otherwise defined in this MOI shall have the meaning assigned to them by the Act.
- 1.5. The termination of this MOI shall not affect any provisions of this MOI which expressly or by necessary implication provide that they will operate subsequent to any such termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.6. If any provision in a definition is a substantive provision conferring rights, or imposing obligations on a party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision in the body of this MOI.
- 1.7. All provisions and the various clauses of this MOI are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this MOI which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this MOI shall remain of full force and effect.
- 1.8. This MOI shall be governed by, and interpreted in accordance with the laws of the Republic of South Africa, and the Homeowners hereby submit to the jurisdiction of the South African Courts



LE GRAND

- 1.9. Any provision of this MOI imposing a restraint, prohibition or restriction on the a Party shall be so construed that such Party is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by all representatives of that Party accessing and/or using a Stand and/or Unit Premises under, by arrangement with, or at the invitation of that Party.
- 1.10. When any number of days is prescribed in this MOI, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on the Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.11. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.12. Expressions defined in this MOI shall bear the same meanings in schedules, annexures, addendums and amendments to this MOI which do not themselves contain their own definitions.
- 1.13. The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the *eiusdem generis* rule shall not be applied in the interpretation of this MOI).

2. INCORPORATION AND NATURE OF THE COMPANY

2.1. Incorporation

The Company is incorporated as a non-profit company, as defined in the Act with the following objects:

- 2.1.1. The main object of the Company is the owning, managing, controlling and rendering of Services related to *inter alia* the Common Property and Facilities of the Development established or to be established on the Properties for the mutual benefit, jointly and severally, of the Homeowners of Stands and Units in the Estate and any other township or property which the Developer wishes to incorporate under the MOI.
- 2.1.2. The Company shall have the following ancillary objects:
 - 2.1.2.1. To ensure compliance by Members with the conditions of establishment of the Estate on the Properties, with particular reference to the conditions dealing with aesthetic and building regulations and requirements, and where necessary to ensure that the Council enforces such conditions of establishment;



LE GRAND

- 2.1.2.2. To act as a liaison between the Members and the Council regarding the landscaping and aesthetic usage of the Properties and the buildings erected or to be erected on the Stands or any other matter;
- 2.1.2.3. To exercise control over the rights created and still to be created over the Stands and Units on the Properties and to formulate Rules and by-laws for the control of buildings, walling, fencing, exterior lighting, signage, aesthetic planning and landscaping of the Properties and the Stands or Units and to ensure compliance with such Rules and by-laws by the Members.
- 2.1.2.4. To implement and control the principal concepts of the Development relating to the security, architecture, landscaping, parking, signage and advertising, exterior finishing and maintenance as detailed by urban designers, landscape architects and ecological planners of the Properties appointed by the Developer (or its duly appointed representative or nominee during the Development Period, and thereafter by the Company), and in particular as stated in the Rules from time to time.
- 2.1.2.5. To implement and ensure compliance by Members with the coordinated landscaping plan for the Properties, as approved by the Developer (or its duly appointed representative or nominee during the Development Period, and thereafter by the Company).
- 2.1.2.6. To ensure that each Member maintains its Stand or Unit in a clean and tidy condition and adheres to the specifications imposed by the Developer and/or the Company relating to the landscaping and ecological planning. In the event of any Member failing to adhere to the specifications and maintenance of his Stand or Unit, the Directors or the Developer shall be entitled, but not obliged, to perform the necessary acts and services and recover from such Member the costs thereof.
- 2.1.2.7. To undertake the maintenance of street verges and where required by Members, to maintain the vegetation and landscaping on any individual Stand and Unit against payment by such Members to the Company of a special levy.
- 2.1.2.8. To administer the general security arrangements on the Properties, with particular reference to controlling access and the nature and type of security arrangements of any particular building on a Stand and/or Unit.
- 2.1.2.9. To consent or declare any proposed consolidation, subdivision or rezoning of any Stand or Unit valid and to stipulate the landscaping and certain



LE GRAND

aesthetic conditions, which shall apply prior to such rezoning and subdivision, if approved by the Developer in writing. It is however recorded that the Developer shall be entitled to subdivide any Stand after proclamation or establishment of the Estate in terms of the Land Use Planning Ordinance, 15 of 1985 in accordance with the guideline plans, alternatively rezoned for the purpose of subdivision and may furthermore develop any sectional title scheme within the aforesaid Estate and upon any Stand and/or the Properties. For the avoidance of doubt, it is recorded that this clause shall not apply to the Developer during the Development Period, who is not required to obtain the consent from the Company and/or the Members in respect of the aforesaid consolidation, rezoning, subdivision and/or sectional title development or any other applications of whatever nature. It is further recorded that the provisions hereof may not be amended by special resolution without the Developer's prior Written consent being obtained.

2.1.3. The Company shall have the following additional ancillary objects to:

- 2.1.3.1. take transfer of the Stands which constitutes the Common Property and Facilities (which shall deem to include the access road) that will be owned by the Company for the benefit of its Members as determined the Developer;
- 2.1.3.2. enter into agreements of servitude for the benefit of its Members or any adjacent property development;
- 2.1.3.3. manage, oversee and control all security aspects of the Estate;
- 2.1.3.4. enter into agreements for the provision of any services with any competent authority or any other third party, *inter alia* including the provision of access to the Estate, water, electricity and sewerage services to the Company and where required, to supply such services to the various Members of the Company;
- 2.1.3.5. administer and enforce the Rules;
- 2.1.3.6. control the registration of transfer of Stands in the Estate and ensure compliance with all conditions imposed by the Council when approving the rezoning and/or subdivision of the Properties and Stands comprising the Development Area (which shall not be applicable to the Developer during the Development Period);
- 2.1.3.7. act as assignee of all the powers and functions of any Body corporate in



LE GRAND

any sectional title scheme forming part of the Estate;

- 2.1.3.8. ensure compliance, implementation and enforcement, in respect of the Estate, of any condition imposed by any authority in terms of the Land Use Planning Ordinance, 15 of 1985, the Environment Conservation Act, 73 of 1989, The National Environmental Management Act of 1998 or any other planning or environmental legislation, including any environmental plan approved in respect of the Estates;
- 2.1.3.9. maintain, repair, improve and keep in good order and condition the Common Property and Facilities and the responsibility for the payment of all rates and taxes, all service charges and other taxes and/or levies charged and payable to the Council or any authority in respect of the Common Property and Facilities and/or for payment of the salaries and/or wages of the employees of the Company and generally for the payment of all expenses necessarily or reasonably incurred in connection with the management of the Company, and the Company's affairs, including all and any expenses reasonably or necessarily incurred in the attainment of the objects of the Company or the pursuit of its principle business;
- 2.1.3.10. impose levies upon Members of the Company for the purpose of meeting all the expenses that the Company has incurred or to which the Board reasonably anticipate the Company will incur the attainment of the objects of the Company or the pursuit of its business;
- 2.1.3.11. ensure that all provisions of the MOI are complied with by all Members and parties bound thereby; and
- 2.1.3.12. to promote, advance and protect the Estate and the interests of the Company and all its Members.
- 2.1.4. The Company is incorporated in accordance with, and governed by:
 - 2.1.4.1. the unalterable provisions of the Act, that are applicable to non-profit companies;
 - 2.1.4.2. the alterable provisions of the Act that are applicable to non-Profit companies, subject to any limitation, extension variation or substitution set out in this MOI; and
 - 2.1.4.3. the provisions of this MOI.



LE GRAND

2.2. Objects and Powers of the Company

- 2.2.1. The objects of the Company are as set out in clause 2.1 and, except to the extent necessarily implied by the stated objects, the powers and capacity of the Company are not subject to any restriction, limitation or qualification, as contemplated in section 19(1)(b)(ii) of the Act.
- 2.2.2. The Company is not subject to any restrictive conditions on changing the MOI, as contemplated in section 15(2)(b), nor is prohibited from amending any particular provision of the MOI, as contemplated in section 15(2)(c).
- 2.2.3. The Company:
- 2.2.3.1. must apply all of its assets and income, however derived, to advance its stated objects, as set out in this MOI; and
 - 2.2.3.2. subject to article 2.2.3.1, may:
 - 2.2.3.2.1. acquire and hold securities issued by a profit company; or
 - 2.2.3.2.2. directly or indirectly, alone or with any other Person, carry on any business, trade or undertaking consistent with or ancillary to its stated objects.
- 2.2.4. The Company must not directly or indirectly pay any portion of its income, or transfer any of its assets, regardless how the income or asset was derived, to any Person who is or was an incorporator of the company, or who is a Member or Director of the Company, or is a Person appointing a Director of the Company, except:
- 2.2.4.1. as reasonable:
 - 2.2.4.1.1. remuneration for the goods delivered or services rendered to, or at the direction of the Company; or
 - 2.2.4.1.2. payment of, or reimbursement for expenses incurred to advance a stated object of the Company;
 - 2.2.4.2. as a payment of an amount due and payable by the Company in terms of a *bona fide* agreement between the Company and that Person or another;
 - 2.2.4.3. as a payment in respect of any rights of that Person, to the extent that such rights are administered by the Company in order to advance a stated object of the Company; or



LE GRAND

- 2.2.4.4. in respect of any legal obligation binding the Company.
- 2.2.5. Despite any provision in any law or agreement to the contrary, upon the winding-up or dissolution of the Company:
 - 2.2.5.1. no past or present Member or Director of the Company, or Person appointing a Director of the Company, is entitled to any part of the net value of the Company after its obligations and liabilities have been satisfied; and
 - 2.2.5.2. the entire net value of the Company must be distributed to one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary associations or non-profit trusts:
 - 2.2.5.2.1. having objects similar to the Company's main object; and
 - 2.2.5.2.2. as determined:
 - 2.2.5.2.2.1. in terms of the Company's MOI;
 - 2.2.5.2.2.2. by its Members at, or immediately before the time of its dissolution; or
 - 2.2.5.2.2.3. by the court if the MOI and the Members fail to make such a determination.
- 2.2.6. The Company may not:
 - 2.2.6.1. amalgamate or merge with, or convert to a profit company; or
 - 2.2.6.2. dispose of any part of its assets, undertaking or business to a profit company, other than for fair value, except to the extent that such a disposition of an asset occurs in the ordinary course of the activities of the Company.
- 2.2.7. Any proposal to:
 - 2.2.7.1. dispose of all or the greater party of the Company's assets or undertaking; or
 - 2.2.7.2. amalgamate or merge with another non-profit company,

must be submitted to the voting Members for approval, in a manner comparable to that



LE GRAND

required of profit companies in accordance with sections 112 and 113 of the Act respectively.

- 2.2.8. Sections 115 and 116 of the Act, read with the changes required by the context, apply with respect to the approval of a proposal contemplated in clause 2.2.7.
- 2.2.9. The Company may grant loans only to one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary associations or non-profit trusts having objects similar to the Company's main object.
- 2.2.10. The Company may only invest funds available for investment with a registered financial institution as described in section 1 of the Financial Institutions (Investment of Funds) Act, Act 39 of 1984, as amended from time to time, and in a security listed on a licensed Stock Exchange as defined in the Stock Exchange Control Act, No 1 of 1985, as amended.
- 2.2.11. The Company may only enter into indemnities, guarantees and suretyships and secure payment thereunder in any way with one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic, voluntary associations or non-profit trusts having objects similar to the Company's main object.
- 2.2.12. The Company may:
 - 2.2.12.1. make donations. provided that no donations may be made to present or former incorporators, Members or Directors; and
 - 2.2.12.2. pay gratuities and pensions and establish pension schemes and incentive schemes in respect of its employees.

2.3. **MOI and Rules**

- 2.3.1. This MOI of the Company may be altered or amended only:
 - 2.3.1.1. in compliance with a court order in the manner contemplated in section 16(4) of the Act;
 - 2.3.1.2. at any other time if a special resolution to amend it:
 - 2.3.1.2.1. Is proposed by:
 - 2.3.1.2.1.1. the Board of the Company; or
 - 2.3.1.2.1.2. Members entitled to exercise at least 10% (ten



LE GRAND

percent) of the voting rights that may be exercised on such a resolution; and

2.3.1.2.2. is adopted at a Members meeting, or in accordance with section 60 of the Act;

2.3.1.3. in accordance with section 17 of the Act by the Board of the Company, or an individual authorised by the Board (which alteration / amendment may include an alteration / amendment to the Rules) in any manner necessary to correct a patent error in spelling, punctuation, reference, grammar or similar defect on the face of the document, by:

2.3.1.3.1. publishing a notice of the alteration / amendment, by distributing copies of the alteration / amendment to the Members to their last known email addresses, or as directed by the Developer; and

2.3.1.3.2. filing a notice of the alteration / amendment with Companies and Intellectual Property Commission; or

2.3.1.4. in implementing a business rescue plan pursuant to section 152(6)(b) of the Act.

2.3.2. Rules:

2.3.2.1. Subject to 2.3.2.2, during the Development Period the Rules may only be amended by prior Written consent being obtained by the Board from the Developer;

2.3.2.2. Thereafter, the Board of the Company may make, amend or repeal any necessary or incidental Rules relating to the MOI, by:

2.3.2.2.1. publishing a copy of those Rules, by distributing copies of the amended Rules to the Members to their last known email addresses or as directed by the Developer; and

2.3.2.2.2. filing a copy of those Rules with Companies and Intellectual Property Commission.

2.3.2.3. A rule contemplated in article 2.3.2.2:

2.3.2.3.1. must be consistent with the Act and the Company's MOI, and any such rule that is inconsistent with the Act or the



LE GRAND

Company's MOI is void to the extent of the inconsistency;

2.3.2.3.2. takes effect on a date that is the later of:

2.3.2.3.2.1. 10 (ten) business days after the rule is filed in terms of article 2.3.2.2.2; or

2.3.2.3.2.2. the date, if any, specified in the rule.

2.3.3. The Board must publish any Rules made in terms of article 2.3.2 by delivering a copy of those Rules to each Member using any of the delivery methods contemplated in section 6 of the Act.

2.3.4. The Company must publish a notice of any alteration of the MOI or the Rules, made in terms of article 2.3.2.1, by delivering a copy of those alterations or Rules to each Member using any of the delivery methods contemplated in section 6 of the Act.

2.3.5. Subject to any restriction imposed and direction given at a general meeting of the Company, and subject thereto that it must be equitable, the Directors may from time to time make Rules in regard to *inter alia*:

2.3.5.1. the architectural design, construction, quality and building materials of any proposed building to be erected on any Stand or Unit in the Estate (the aforesaid shall however not deviate in any way from the architectural designs, construction, quality and building materials proposed by the Developer without the Developer's prior written consent during the Development Period);

2.3.5.2. determine from time to time Rules with regard to the security, vegetation, landscaping, parking, signage, advertising and maintenance of any Stand or Unit or building or the Properties itself, provided that such Rules may not be amended without the Developer's prior written consent during the Development Period;

2.3.5.3. the furtherance and promotion of any of the objects of the Company and/or the better management of the affairs of the Company and/or for the advancement of the interests of the Members of the Stands and Units;

2.3.5.4. the maintenance of all buildings, outbuildings, structures, electricity, water and sewerage reticulation, improvements of any nature and landscaping on the Stands or in respect of a Unit;

2.3.5.5. the right of reasonable access to any Stands or Units in order to effect the



LE GRAND

maintenance of any matter referred to above;

- 2.3.5.6. the placing of moveable objects upon or outside the buildings included in the Estate, including the power to remove any such objects;
- 2.3.5.7. the storing of flammable or other harmful substances including gas;
- 2.3.5.8. the conduct of any Persons within the Estate and the prevention of nuisance of any nature to any Homeowner and/or Member;
- 2.3.5.9. the use of Stands and Units within the Estate;
- 2.3.5.10. the use of roads, pathways and other Common Property and Facilities including appropriate traffic calming measure;
- 2.3.5.11. the management, administration, control and use of the Common Property and Facilities;
- 2.3.5.12. the maintenance of all buildings, outbuildings and structures;
- 2.3.5.13. conditions with regard to the use and/or supply of electricity, water, sewerage reticulation and gas on or about the Estate; and
- 2.3.5.14. the keeping of pets.

2.3.6. For the enforcement of any of the Rules made by the Directors in terms hereof, the Directors may:

- 2.3.6.1. take or cause to be taken such steps as they may consider necessary to remedy the breach of a rule of which the Member may be guilty, and debit the costs of so doing to the Member concerned, which amount shall be deemed to be a debt owing by the Member concerned to the Company; and/or
- 2.3.6.2. impose a system of fines or other penalties. The amounts of such fines shall be determined by the Board and subsequently reviewed and confirmed at each annual general meeting of the Company; and/or
- 2.3.6.3. take such other action, including proceedings in court, as they may deem fit.

2.3.7. In the event of Directors instituting any legal proceeding against any Member or resident of a Stand or Unit for the enforcement of any of the rights of the Company in



LE GRAND

terms of this MOI and/or the Rules, the Company shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as between attorney and own client.

- 2.3.8. In the event of any breach of the Rules by the Members, or any Member's household, or any Member's guests or invitees or the like, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Directors may take, or cause to be taken steps against the Person actually committing the breach as they in their discretion may deem fit.
- 2.3.9. In the event of any Member disputing the fact that he/she has committed a breach of any of the Rules, a committee of three Directors appointed by the chairman for that purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that the Rules of natural justice shall be observed) as the chairman may direct.
- 2.3.10. Any fine imposed upon any Member shall be deemed to be a debt due by the Member to the Company and shall be recoverable by ordinary civil process.
- 2.3.11. Notwithstanding anything to the contrary herein contained, the Directors may in the name of the Company enforce the provisions of any Rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.
- 2.3.12. The Company may in general itself make any Rules which the Directors make, and may in general vary or modify any Rules made by it or by the Directors from time to time.

2.4. **Optional provisions of the Act**

- 2.4.1. In terms of section 84(1)(c)(ii) of the Act, the Company voluntarily elects to appoint an auditor and to have its annual financial statements audited by such auditor.
- 2.4.2. The Company may voluntarily elect to appoint a company Secretary.
- 2.4.3. As the Company will be audited voluntarily, the Company does not have to comply with the provisions of Chapter 3 of the Act. The appointment, remuneration and duties of the auditor shall be determined by the Board of Directors.

2.5. **Members of the Company**

- 2.5.1. The Company shall maintain at its registered office a register of Members of the Company as provided in section 24(4)(a) of the Act. The register of Members shall be



LE GRAND

open to inspection, as provided in section 26 of the Act.

- 2.5.2. The number of Members shall never be less than 7 (seven) nor more than 1,000 (one thousand).
- 2.5.3. Any person (including a corporate entity, body corporate or trust) automatically becomes a Member of the Company on the date on which a Stand or Unit in the Estate is being transferred and registered into his/her/its name in the Deeds Office (hereinafter referred to as “**Registered Owners**”): Provided that no Member shall become a Registered Owner of a Stand or Unit unless he/she/it has made application to be a Member of the Company and has agreed, to the satisfaction of the Company, that:
- 2.5.3.1. on registration of transfer of a Stand or Unit to him/her/it, he/she/it shall become a Member and he/she/it shall remain a Member as long as he/she/it remains a Registered Owner of a Stand or Unit in the Estate;
- 2.5.3.2. he/she/it shall automatically cease to be a Member when he/she/it ceases to be a Registered Owner of a Stand or Unit in the Estate; and
- 2.5.3.3. he/she/it shall be bound to the terms, conditions, rules and provisions contained in the MOI as well as any Rules made by the Company from time to time.
- 2.5.4. The Membership of the initial members, excluding the Developer, shall be terminated as and when the first 6 (six) Stands or Units are transferred into the names of the new registered owners (except to the extent that they remain Registered Owners). The Membership of the Developer (which will come into effect on the date on which the special resolution accepting the initial MOI with or without amendments has been approved by the Members) shall terminate when the Development Period comes to an end, as contemplated herein.
- 2.5.5. With the exception of the Developer, where a Registered Owner becomes the Registered Owner of more than one Stand or Unit, such Registered Owner shall be regarded as one Member of the Company.
- 2.5.6. Where more than one Person becomes the joint Registered Owner of a Stand or Unit, the joint Members must nominate and appoint one from their ranks to represent them as a Member of the Company for the receipt of notices from the Company. The joint Registered Owners shall advise the Company in writing of the full first names, surname, residential and postal addresses, contact number and email address of such representative. Joint Registered Owners may with Written notification to the Company change their representative provided that such representative shall at all times be one



LE GRAND

of the joint Registered Owners of the Stand or Unit. All joint Registered Owners are jointly and severally responsible for the due and proper fulfilment of the responsibilities arising from their Membership in the Company insofar as same pertain to their ownership of the Stand or Unit.

- 2.5.7. The Membership of an existing Registered Owner is automatically terminated on the date of the registration in the deeds office of a sold Stand and/or Unit in the name of the new owner, on which date the new Registered Owner automatically becomes a Member of the Company.
- 2.5.8. A Registered Owner of a Stand or Unit cannot resign as a Member of the Company.
- 2.5.9. Any individual being a Registered Owner, joint Registered Owner or the representative of a corporate entity, body corporate or trust which is a Registered Owner, may be elected to any office in the Company.
- 2.5.10. A Member shall not be entitled to any rights and/or privileges associated with his Membership of the Company, including his right to vote at a general meeting of the Company if any amount as at the end of the month immediately preceding the month in which the general meeting is held, is owed by such Member to the Company.
- 2.5.11. Each Member shall not undertake any development of- and/or improvement to his/her/its Stand or Unit without having submitted the required plans, conforming to the requirements set out in the Rules, for consideration, evaluation and approval by the Aesthetics Committee (or its duly appointed representative or nominee) and having obtained the prior Written consent of the Aesthetics Committee in respect thereof. Each Member shall in submitting his/her/its plans to the Aesthetics Committee (or its duly appointed representative or nominee) accept the supervision rights and responsibilities of the Aesthetics Committee (or its duly appointed representative or nominee) over the development of- and/or improvements to the Stand or Unit or otherwise. In this regard the Company will be entitled to charge fees in this regard, which fees will be published in the Rules from time to time.
- 2.5.12. Estate agents and Homeowners shall not be permitted to display for sale, to let and/or pointer boards within the gate house area or entrance to the Development without the prior Written approval first being obtained from the Developer (or its duly appointed representative or nominee) during the Development Period, and after the Development Period from the Company.
- 2.5.13. A Registered Owner shall be entitled to sell his/her/its Stand or Unit to a buyer of his/her/its choice: Provided that the Stand or Unit shall not be transferred into the name of the third party purchaser without all amounts owed by the selling Registered Owner to the Company and/or its agents have been paid, and the third party purchaser has



LE GRAND

accepted in writing the terms and conditions contained in the MOI as well as the Rules as determined by the Directors (and the Developer during the Development Period). The said Stand or Unit being sold shall accordingly only be transferred into the name of the third party purchaser after the Company (and Developer during the Development Period) has issued a certificate confirming that all outstanding levies and amounts of whatever nature owing to the Company and/or the Developer by the selling Registered Owner has been paid, that the selling Registered Owner (and Member) is not in breach of any of the provisions of the MOI and the Rules, and that the selling Registered Owner (and Member) has complied with clauses 2.5.3.1 to 2.5.3.3 above.

- 2.5.14. The executor of an estate of a deceased sole Registered Owner of a Stand or Unit shall be the only Person recognised by the Company as having any title to such Stand or Unit and to Membership in the Company. In the case of a Stand or Unit registered in the names of two or more Registered Owners, the survivors or survivor, or the executor of the last survivor after his or her death shall be the only Persons recognised by the Company as having any title to such Stand or Unit and to Membership in the Company.
- 2.5.15. Any Person becoming entitled to Membership in consequence of the death or insolvency of a Member shall, upon such evidence being produced as may from time to time be required by the Directors, having the right, either to be registered as a Member in respect of the Stand or Unit or instead of being registered himself/herself, to make such transfer of the Stand or Unit as the deceased or insolvent could have made.
- 2.5.16. A Person who submits proof of his/her appointment as the executor, administrator, trustee, curator or guardian in respect of the estate of a deceased Member of the Company, or the estate of a Member whose estate has been sequestered, or who is otherwise under a disability or as the liquidator of anybody corporate which is a Member of the Company, shall be entered in the register of Members of the Company nominee office, and shall thereafter, for all purposes, be deemed to be a Member of the Company.

2.6. Duties of Members

Each Member shall:

- 2.6.1. Abide by the provisions of the MOI and adhere to the Rules and bylaws provided by the Directors (and Developer during the Development Period) from time to time.
- 2.6.2. Obtain consent from the Aesthetics Committee (which is appointed by the Developer during the Development Period and thereafter by the Company) in respect of any building plans before submitting them for approval to the Council, and before



LE GRAND

commencing with any building, improvements, walling, fencing and signage operation, exterior lighting, painting or repainting of exterior finishes. The decision of the Aesthetics Committee as contemplated herein, shall be final and binding on the Member.

- 2.6.3. Maintain his/her/its Stand and/or Unit in a clean and tidy condition to the satisfaction of the Directors (and the Developer during the Development Period). Should the Directors (or the Developer during the Development Period) be of the opinion that a Member is not complying with the MOI and/or the Rules, the Directors shall give such Member reasonable notice to rectify the breach (depending on the nature of the breach), failing which, where possible, the Directors (or the Developer during the Development Period) shall be entitled to perform the work or services which is required to be done or provided at the expense of the breaching Member, and shall be entitled to recover the expenditure incurred in this regard from the breaching Member together with any interest accrued thereon at the Prime Interest Rate, which interest shall accrue from the date of demand of payment, until the date of final payment.
- 2.6.4. Not construct a building on the Stand in a manner which causes danger, nuisance or disturbance to the occupiers of the neighboring Stands or Units, and where applicable the Members shall cause suitable screens and/or barricades to be erected to reduce the emission of water retention, noise, dust, waste, effluent or other nuisance from the Stand or Unit.
- 2.6.5. Not burn or permit to be burnt any materials or rubbish resulting from or connection with construction and/or landscaping on the Stand or Unit, and shall ensure that such materials or rubbish be removed from the Stand or Unit (where applicable).
- 2.6.6. Repair at his/her/its cost and expense any damage to the infrastructure, sidewalks and road shoulders or any part of the common or public areas in the Estate caused by the Member and/or his/her/its contractors, agents, tenants, employees and/or invitees.
- 2.6.7. Not interfere with the convenience of the common or public areas (including the Common Property and Facilities) within the Estate.
- 2.6.8. Ensure that all responsible means are used to prevent the roads leading to the Stand or Unit from being damaged or injured by any act or omission of the Member's contractors, agents, tenants, employees and/or invitees.
- 2.6.9. Indemnify and shall keep the Company (and the Developer during the Development Period) indemnified in respect of all loss, damage, cost or expense which may be suffered by the Company and the Developer as a result of any claim, demand, suit or proceedings which may be instituted against the Company as a result of any breach of any of the above obligations by a Member.



LE GRAND

- 2.6.10. Prevent the accumulation of trash, garbage or other waste material on the Stand or Unit except in containers located in appropriate areas screened and concealed from the view so that odours do not emanate from such containers: Provided that such containers may not be placed on any common or public area or upon a thoroughfare for a period exceeding 24 (twenty four) hours.
- 2.6.11. Prevent a Stand or Unit from being used for any purposes which may be illegal or injurious to the other Stands or Units in the Estate or to other Members, the Company and the Developer.
- 2.6.12. Diligently further and execute the objects and interests of the Company (and the Developer during the Development Period).
- 2.6.13. A Member is required to ensure that the occupant of his Stand and/or Unit (whether such occupation arises from an agreement of lease or otherwise) complies with all applicable provisions of the MOI and Rules. Without detracting from the foregoing, the Member shall remain bound by the MOI and Rules notwithstanding such occupation by a third party, and will be jointly and severally liable for the acts and omissions of the Member's occupants and for fulfilling their obligations under the MOI and Rules.
- 2.6.14. To ensure compliance with article 2.6.13 above, each Member shall, if it leases out his/her/its Stand/ Unit:
 - 2.6.14.1. enter into a Written lease with the tenant of his/her/its Stand and/or Unit, in which Written lease the tenant must acknowledge existence of the MOI and Rules, and undertake that he/she/it will abide by the provisions of the MOI, Rules and any other directives provided by the Board (and/or the Developer during the Development Period). The tenant must further be required in terms of the Written Lease to report to the Company and register his (and his family members and employees conducting business at the Stand and/or Unit's full details for security purposes prior to taking occupation; and
 - 2.6.14.2. be responsible to ensure that the tenant registers himself with the Company prior to granting the tenant occupation.

3. RIGHTS OF MEMBERS

3.1. Members' authority to act

If, at any time, every Member of the Company is also a Director of the Company, as contemplated in section 57(4) of the Act, the authority of the Members to act without notice or compliance with



LE GRAND

any other internal formalities, as set out in that section is not limited or restricted by this MOI.

3.2. **Members' right to Information**

3.2.1. Pursuant to the provisions of section 26(1) of the Act, a Person who is a Member of the Company has a right to inspect and copy, without any charge for any such inspection or upon payment of no more than the prescribed maximum charge for any such copy, the information contained in the following records of the Company:

3.2.1.1. the MOI and any amendments to it, and any Rules made by the Company;

3.2.1.2. the records in respect of the Company's Directors;

3.2.1.3. the reports to annual meetings, and annual financial statements;

3.2.1.4. the notices and minutes of annual meetings, and communications; and

3.2.1.5. the Members register of the Company.

3.3. **Proxies**

3.3.1. The right of a Member of the Company to appoint Persons concurrently as proxies, as set out in section 58(3)(a) of the Act, is not limited, restricted or varied by this MOI.

3.3.2. The authority of a member's proxy to delegate the proxy's powers to another Person, as set out in section 58(3)(b) of the Act, is not limited or restricted by this MOI.

3.3.3. The requirement that a Member must deliver to the Company a copy of the instrument appointing a proxy before that proxy may exercise the Member's rights at a Members meeting, as set out in section 58(3)(c), is not varied by this MOI.

3.3.4. The authority of a member's proxy to decide without direction from the Member whether to exercise, or abstain from exercising any voting right of the Member, as set out in section 58(7) of the Act, is not limited or restricted by this MOI.

3.3.5. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his/her agent duly authorised in writing, or, if the appointer is a juristic entity, body corporate or a trust, under the hand of an officer or agent authorised by the juristic entity, body corporate or trust. A proxy need not be a Member of the Company. The holder of a general or special power of attorney (whether he is himself a Member or not) given by a Member shall be entitled to attend meetings and to vote, if duly authorised under that power to attend and take part in the meetings.



LE GRAND

3.3.6. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a duly certified copy of such power or authority shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting at which the Person named in the instrument proposes to vote, and in default of complying herewith the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of six months from the date when it was signed, unless specifically stated in the proxy itself, and no proxy shall be used at an adjourned meeting which could not have been used at the original meeting.

3.3.7. The instrument appointing a proxy shall be in the following form or as near thereto as circumstances permit:

LE GRAND HOMEOWNERS ASSOCIATION NPC

I, _____ of _____ being a Member of Le Grand Homeowners Association NPC

_____ of _____ or failing him

_____ of _____ or failing him

_____ of _____,

as my proxy to vote for me and on my behalf at the annual general or general meetings (as the case may be) of the Company to be held on the ____ day of _____ and at any adjournment thereof as follows:

	In favour of	Against	Abstain
Resolution to			
Resolution to			
Resolution to			

(Indicate instruction to proxy by way of a cross in space provided above.)

Unless otherwise instructed, my proxy may vote as he thinks fit.

Signed this _____ day of _____

Signature

(Note: A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote



LE GRAND

in his stead, and such proxy need not also be a Member of the Company.)

- 3.3.8. A Member shall be entitled to appoint more than 1 (one) proxy; however, the said appointment will not enhance the voting rights of the Member thus appointing the proxy.

3.4. Record date for exercise of Member rights

- 3.4.1. If the Board does not determine a record date for any action or event, the record date is:
- 3.4.2. in the case of a meeting, the latest date by which the Company is required to give Members notice of that meeting; or
- 3.4.3. the date of the action or event, in any other case, unless the MOI or Rules of the Company provide otherwise.

4. MEMBERS MEETINGS

4.1. Requirement to hold meetings

- 4.1.1. The Company is required to hold Members meetings in addition to those specifically required by the Act.
- 4.1.2. The Company must convene an annual general meeting of its Members –
 - 4.1.2.1. initially, no more than 18 (eighteen) months after the Company's date of incorporation; and
 - 4.1.2.2. thereafter, once in every calendar year within 6 (six) months after the end of its financial year, but no more than 15 (fifteen) months after the date of the previous annual general meeting, or within an extended time allowed by the Company Tribunal (as defined in the Act), on good cause shown.
- 4.1.3. An annual general meeting convened in terms of clause 4.1.2 must at a minimum provide for the following business to be transacted:
 - 4.1.3.1. Presentation of:
 - 4.1.3.1.1. the Director's report; and
 - 4.1.3.1.2. either



LE GRAND

4.1.3.1.2.1. audited financial statements; or

4.1.3.1.2.2. audited annual financial statements, which have independently been complied and reported on by an independent accounting professional,

for the immediately preceding financial year, a copy of which must be supplied to each Member together with the notice of the annual general meeting.

4.1.3.2. Election of Directors, to the extent required by the Act or the Company's MOI;

4.1.3.3. Appointment of either an auditor or an independent accountant professional for the ensuing financial year and

4.1.3.4. Any matters raised by Members, with or without advance notice to the Company.

4.2. **Members' right to requisition a meeting**

4.2.1. Pursuant to section 61(3) of the Act and subject to clause 4.1.2, the Board of the Company, or any other person specified in the MOI or Rules, must call a Members meeting of Members if one or more written and signed demands for such a meeting are delivered to the Company, and:

4.2.1.1. each such demand describes the specific purpose for which the meeting is proposed; and

4.2.1.2. 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 5% (five percent) of the voting rights entitled to be exercised in relation to the matter proposed to be considered at meeting.

4.2.2. The Company, or any Member of the Company, may apply to a court for an order setting aside a demand made in terms of clause 4.2.1 on the grounds that the demand is frivolous, calls for a meeting for no other purpose than to reconsider a matter that has already been decided by the Members, or is otherwise vexatious.

4.2.3. At any time before the start of a Members meeting contemplated in article 4.2.1:

4.2.3.1. a Member who submitted a demand for that meeting may withdraw that



LE GRAND

demand; and

- 4.2.3.2. the Company must cancel the meeting if, as a result of one or more demands being withdrawn, the voting rights of any remaining Members continuing to demand the meeting, in aggregate, fall below the minimum percentage of voting rights required to call a meeting.

4.3. **Location of Member meetings**

The Company's Board may determine the location of any Member meetings provided any such meeting, if it is not held at the registered office of the Company, shall be held in the Republic at an address which the Board deems to be the most convenient for Members.

4.4. **Notice of Member meetings**

- 4.4.1. The minimum number of days for the Company to deliver a notice of a Member meeting to the Members, as required by section 62 of the Act, is 15 (fifteen) business days before the meeting is to begin.
- 4.4.2. A copy of either the audited annual financial statements or the annual financial statements which have independently been compiled and reported on by an independent accounting professional, must be sent to each Member with the notice of the annual general meeting.

4.5. **Electronic participation in Members meetings**

The authority of the Company to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 63 of the Act, is not limited or restricted by this MOI.

4.6. **Quorum for Members meetings**

- 4.6.1. Pursuant to section 64 of the Act, and subject to clause 4.6.2 to 4.6.7:
 - 4.6.1.1. a Members meeting may not begin unless the Developer (or its duly appointed representative) (during the Development Period) and at least 2 (two) Persons with voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting are present, and after the Development Period at least 3 (three) Persons with voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting are present; and
 - 4.6.1.2. a matter to be decided at the meeting may not begin to be considered unless



LE GRAND

the Developer (or its duly appointed representative) (during the Development Period) and at least 2 (Two) Persons with voting rights are present at the meeting that are entitled to be exercised on that matter at the time the matter is called on the agenda, and after the Development Period at least 3 (three) Persons with voting rights are present at the meeting that are entitled to be exercised on that matter at the time the matter is called on the agenda.

- 4.6.2. If within half an hour after the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved: in any other case it shall stand adjourned to a day not earlier than 5 (five) business days and not later than 15 (fifteen) business days after the date of the meeting and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the Members present in person or by proxy shall constitute a quorum.
- 4.6.3. An adjournment of a meeting, or of consideration of a matter being debated at the meeting, may be either to a fixed time and place, or until further notice, as agreed at the meeting, and requires that a further notice be given to Member only if the meeting determined that the adjournment was "until further notice".
- 4.6.4. The chairperson of the Board shall preside as chairperson at every general meeting of the Company. If there is no such chairperson, the vice-chairperson shall preside as chairperson at every general meeting of the Company. If there is no such chairman and/or vice-chairperson, or if at any meeting he/she is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson, any one of the remaining Directors or the Board's duly appointed representatives shall preside as the chairperson, failing all of which the Members present shall elect one of their number to be chairperson.
- 4.6.5. The chairperson may, with the consent of any meeting at which a quorum is present (and shall, if so, directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 4.6.6. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairperson or any Member, and, unless a poll is so demanded a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against such resolution. The demand for a poll may be



LE GRAND

withdrawn.

- 4.6.7. If a poll is duly demanded it shall be taken in such manner as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be elected to determine the result of the poll.

4.7. **Members resolution**

- 4.7.1. For an ordinary resolution to be adopted at a Members meeting, it must be supported by at least 50% (fifty percent) plus 1 (one) vote of the Members who voted on the resolution, as provided in section 65(7) of the Act.
- 4.7.2. For a special resolution to be adopted at a Members meeting, it must be supported by at least 75% (seventy five percent) of the Members who voted on the resolution, as provided in section 65(9) of the Act.
- 4.7.3. A special resolution adopted at a Members meeting is not required for a matter to be determined by the Company, except those matters set out in section 65(11) of the Act, being to:
- 4.7.3.1. amend the Company's MOI to the extent required by the Act;
 - 4.7.3.2. ratify a consolidated revision of the Company's MOI, as contemplated in section 18(1)(b) of the Act;
 - 4.7.3.3. ratify actions by the Company or Directors in excess of their authority, as contemplated in section 20(2) of the Act;
 - 4.7.3.4. authorise the basis for compensation to Directors of the Company, as required by section 66(9) of the Act;
 - 4.7.3.5. approve the voluntary winding up of the Company, as contemplated in section 80(1) of the Act;
 - 4.7.3.6. approve the winding up of the Company in the circumstances contemplated in section 81(1) of the Act;
 - 4.7.3.7. approve an application to transfer the registration of the Company to a foreign jurisdiction as contemplated in section 82(5) of the Act;
 - 4.7.3.8. approve any proposed fundamental transaction, to the extent required by Part 1 of Chapter 5; or



LE GRAND

4.7.3.9. revoke a resolution contemplated in section 164(9)(c) of the Act.

4.8. Votes of Members

At every meeting including a general meeting:

- 4.8.1. Every Member, including the Developer, in Person or by proxy and entitled to vote, shall have 1 (one) vote for each Stand and/or Unit registered in its name. It is recorded that the aforesaid shall *mutatis mutandis* apply to unsold Stands or Units which the Developer owns, in other words, the Developer shall, in addition to the votes as contemplated herein, have 1 (one) vote per unsold Stand and Unit (it thus need not have been registered as a separate Stand and/or Unit in the name of the Developer).
- 4.8.2. Save as expressly provided for in the MOI, no Person other than a Member duly registered 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/her/its Membership, and who is not under suspension shall be entitled to vote on any question, either Personally or by proxy, at any general meeting. The Developer shall however only be required to pay 50% (fifty percent) of every levy or other sum, if any, which shall be due and payable to the Company in respect of or arising out of its Membership.
- 4.8.3. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote provided that during the Development Period, such casting vote may only be cast by the Developer (or its duly appointed representative).
- 4.8.4. A poll demanded on the election of a chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded. Any Member duly registered 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/her/its Membership and who is not under suspension shall be entitled to demand a poll, in which event a decision shall be taken by poll.
- 4.8.5. An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a single majority of all votes cast. In the case of equality of votes for and against any resolution, the resolution shall be deemed to have been defeated provided that during the Development Period the Developer shall have a second or casting vote (see clause 4.8.3 supra).



LE GRAND

- 4.8.6. Unless any Member present in Person or by proxy at a general meeting shall, before 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 otherwise, or to the propriety or validity of the procedure at such meetings, 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 defeated, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the votes so recorded.
- 4.8.7. The parent or guardian of a minor, and the *curator bonis* of a lunatic Member, and also any Person entitled to transfer the Membership, may vote at any general meeting in respect thereof in the same manner as if he/she were the registered Member: Provided that 48 (forty-eight) hours at least before the time of holding the meeting at which he/she proposes to vote he/she shall satisfy the Directors that he/she is such parent, guardian or curator, or that he/she is entitled to transfer the Membership, or that the Directors have previously admitted his/her right to vote in respect of the Membership. Co-executors of a deceased Member whose names stand in the register shall, for the purposes of this clause be deemed to be joint holders of that Membership.
- 4.8.8. On a poll, votes may be given either personally or by proxy and the Member of all proxies shall have one vote per Stand and Unit (the Developer's voting rights however moreover appears from clause 4.8.1, which shall remain applicable without any amendment).

5. DIRECTORS AND OFFICERS

5.1. Composition of the Board of Directors

- 5.1.1. The Board shall during the Development Period be divided into 2 (two) classes, namely Developer Directors and Member Directors. Upon expiry of the Development Period, there shall only be Member Directors.
- 5.1.2. The Board shall consist of not less than 3 (three) Directors and not more than 5 (five) Directors, during the Development Period, of whom:
- 5.1.2.1. 3 (three) shall be Developer Directors solely appointment by the Developer; and
- 5.1.2.2. the remaining 2 (two) shall be Member Directors appointed solely by the Members. Clause 5.1.3.2 shall further apply to Member Directors during the Development Period.



LE GRAND

- 5.1.3. After the Development Period:
- 5.1.3.1. All Directors will be elected by Members in accordance with the provisions of section 68(2) of the Act;
- 5.1.3.2. Subject to clause 5.1.5 below, an elected Director serves for a term of 3 (three) years with one third of the elected Directors retiring at each annual general meeting, or if their number is not 3 (three) or a multiple of 3 (three), the number nearest to 3 (three) shall retire. The elected Directors to retire in every year shall be those who have been longest in office since their last election, but as between Persons who became Directors on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by remaining Directors. A retiring elected Director shall however be eligible for re-election.
- 5.1.4. Only Members and/or the representatives of juristic persons who are Members may be elected as Directors of the Company. The Developer may however appoint Directors who are not Members during the Development Period.
- 5.1.5. The Company may from time to time in a general meeting increase or reduce the number of elected Directors (provided that the number of Directors does not reduce to less than 3 (three) in terms of section 66(2)(b) of the Act), and may also determine in what rotation such increased or reduced number is to retire from office. The provisions contained in article 5.1.2 shall however remain binding during the Development Period, and may thus not be amended in any way whatsoever during the Development Period.
- 5.1.6. In addition to satisfying the qualification and eligibility requirements set out in section 69 of the Act and clause 5.1.2, to become or remain a Director and/or prescribed officer of the Company, a Person need not satisfy any further eligibility requirements or qualifications.
- 5.1.7. Subject to clauses 5.1.2 and 5.1.4 above, only a Person who is a Member of the Company or is the representative of a Juristic Person who is a Member of the Company, may be appointed as a prescribed officer.
- 5.1.8. The authority of the Company's Board of Directors to fill any vacancy on the Board on a temporary basis is not limited or restricted by this MOI.
- 5.1.9. The office of Director or prescribed officer, whether elected or appointed, shall be vacated if the Director or prescribed officer:
- 5.1.9.1. no longer satisfy the qualification and eligibility requirements set out in



LE GRAND

section 69 of the Act;

- 5.1.9.2. ceases to be a Member of the Company, subject however to the provisions contained in clauses 5.1.1 to 5.1.4; or
- 5.1.9.3. ceases to be the representative of a juristic Person who is a Member, subject however to the provisions contained in clauses 5.1.1 to 5.1.4; or
- 5.1.9.4. is a representative of a juristic Person and the juristic Person who appointed him, ceases to be a Member, subject however to the provisions contained in clauses 5.1.1 to 5.1.4; or
- 5.1.9.5. ceases to be a Director or becomes prohibited from being a Director by virtue of any provision of the Act; or
- 5.1.9.6. without the consent of the Company in a general meeting holds any other office of profit under the Company except that of executive Director or managing Director; or
- 5.1.9.7. resigns his office by notice in writing to the Company and the Registrar of the Companies and Intellectual Property Commission; or
- 5.1.9.8. for more than 6 (six) months is absent without permission of the Directors from meetings of Directors held during that period; or
- 5.1.9.9. is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare his interest and the nature thereof in the manner required by the Act.
- 5.1.10. All the provisions contained in clause 5 shall specifically be subject to the provisions contained in clauses 5.1.1 to 5.1.4.

5.2. **Authority of the Board of Directors**

- 5.2.1. The business and affairs of the Company must be managed by or under the direction of the Board, which has the authority to exercise all of the powers and perform any of the functions of the Company, except to the extent that the Act or the MOI provides otherwise.
- 5.2.2. If at any time the Company has less than 3 (three) Directors (as contemplated in section 66(2)(b) of the Act), the authority of the remaining Directors will be limited to appointing sufficient additional directors in order to comply with section 66(2)(b).



LE GRAND

- 5.2.3. Subject to the express provisions hereof, the Directors shall be responsible for the administration, control, management and Services required in the fulfilment of the objects of the Company as defined in clause 2 hereof, and to manage and control the business and affairs of the Company. The Directors shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of a Managing Agent (after the Development Period) and may exercise all such powers of the Company and do all such acts on behalf of the Company as may be exercised and done by the Company, and as are not by the Act or by the MOI required to be exercised or done by the Company in a general meeting (or by the Developer), subject, however, to such Rules as may have been made by the Company from time to time.
- 5.2.4. Save as specifically provided in the MOI, the Directors shall at all times have the right to engage on behalf of the Company the services of accountants, auditors, attorneys, advocates, architects, engineers and Managing Agents and any other professional firm or Person or other employees whatsoever for any reason deemed necessary by the Directors, and on such terms as the Directors shall decide.
- 5.2.5. Subject to any restriction imposed and direction given at a general meeting of the Company, the powers of the Directors shall include the following:
- 5.2.5.1. To appoint for and on behalf of the Company such agent and employees as they deem fit in connection with the control, management and administration required in terms of the MOI of Company, more particularly for the maintenance of the street verges and areas of individual Stands and Units falling within building line reserves;
 - 5.2.5.2. To delegate to one or more of their Members or an outside expert such of their powers and duties as they may deem fit, and at any time to revoke such delegation;
 - 5.2.5.3. To make Rules and by-laws for the control, use, safety, cleanliness and aesthetic landscaping of the Properties (including the Stands and/or Units) and to determine by rule and bylaws from time to time promulgated, *inter alia*, the security, vegetation, continuity, parking, signage, advertising and maintenance;
 - 5.2.5.4. To open and operate a current account and savings account with a banking institution;
 - 5.2.5.5. To purchase, hire or otherwise acquire movable property for use in fulfilling the duties imposed on the Company in terms of the MOI;



LE GRAND

- 5.2.5.6. To liaise with the Council regarding any matter falling under the ambit of the MOI, or on behalf of any Member;
 - 5.2.5.7. To utilize the facilities and equipment of the Company for purposes of providing a maintenance service in respect of an individual Stand or Unit of any Member relating to such member's Stand, against a remuneration fee to be determined by the Directors from time to time. This shall *mutatis mutandis* also be applicable to Units;
 - 5.2.5.8. To sign, execute and to enter into, on behalf of the Company, all and any contracts as may be required to give effect to the provisions of the MOI, to appoint an Estate Manager (after the Development Period) and to delegate the management of the affairs and the business of the Company, whether in whole or in part, to such Estate Manager after the Development Period;
 - 5.2.5.9. To ensure that Members adhere to the provision of the MOI and Rules; and
 - 5.2.5.10. To do all things reasonably necessary for the enforcement, management, control and administration devolving upon the Directors in terms of the MOI, as more fully set out in the MOI read in conjunction with the Rules.
- 5.2.6. The Directors are hereby empowered to establish for administrative expenses a fund sufficient in the opinion of the Directors for the upkeep, control, management and administration required to be performed by the Directors in terms of the MOI and for the acquisition of such movables as may be required for purposes of providing the Services to be rendered in terms hereof, or for the discharge of any duty imposed upon the Directors in terms hereof.
- 5.2.7. The Directors shall have the right to co-opt on the Board any Person or Persons chosen by them in order to fulfil a specific purpose and/or take for a duration not exceeding 2 (two) years. A co-opted Director need not necessarily be a Member of the Company, but if he/she is a Member, he/she must be in good standing with the Company. Co-opted directors shall not have voting rights on the Board, and may be removed by the Board on a majority vote.
- 5.2.8. The Directors shall be entitled to appoint committees consisting of such outsiders, including the Managing Agent, as they deem fit and to delegate to such committees such of their functions, powers and duties as they may deem fit, with further power to vary or revoke such appointments and delegations as the Directors may from time to time deem necessary.
- 5.2.9. The Directors shall in their sole and absolute discretion be entitled to impose fines on Members who fail to diligently comply with the MOI and the Rules. The quantum of the



LE GRAND

finances will be determined annually by the Directors and communicated to the Members.

- 5.2.10. The borrowing powers of the Directors shall be unlimited. The Directors may exercise all the powers of the Company to borrow money and to mortgage or bind its undertaking and properties or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party. The said powers shall however be subject to prior approval by special resolution of the Members at a special general meeting.

5.3. Board of Directors meetings

- 5.3.1. A decision that could be voted on at a meeting of the Board, may instead be adopted by Written consent of a majority of the Directors, given in Person, or by electronic communication, provided that each Director has received notice of the matter to be decided. A decision made in this manner will have the same effect as if it had been approved by voting at a meeting.

- 5.3.2. A Director authorised by the Board:

5.3.2.1. may call a meeting of the Board at any time; and

5.3.2.2. must call such a meeting if required to do so by at least:

5.3.2.2.1. 25% (twenty five percent) of the Directors if the Board has at least 12 (twelve) Members; or

5.3.2.2.2. 2 (two) Directors, in any other case.

- 5.3.3. The authority of the Company's Board to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 73(3) of the Act, is not limited or restricted by this MOI.

- 5.3.4. The Board may determine the form and time for giving notice of its meetings, but no meeting of the Board may be convened without notice to all of the Directors, subject to clause 5.3.5.

- 5.3.5. Except to the extent that the Company's MOI provides otherwise:

5.3.5.1. if all of the Directors of the Company:

5.3.5.1.1. acknowledge actual receipt of the notice;



LE GRAND

5.3.5.1.2. are present at a meeting; or

5.3.5.1.3. waive notice of the meeting,

the meeting may proceed even if the Company failed to give the required notice of that meeting, or there was a defect in the giving of the notice;

5.3.5.2. at least 3 (three) Directors must be present at a meeting of which at least 2 (two) Developer Directors have to be present during the Development Period, before a vote may be called at a meeting of Directors;

5.3.5.3. each Director has one vote on a matter before the Board; and

5.3.5.4. a majority of the votes cast on a resolution is sufficient to approve that resolution, and in the case of a tied vote the chairperson shall have a second or casting vote.

5.3.6. The continuing Directors may act notwithstanding any vacancy on their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the MOI as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of convening a general meeting of the Company but for no other purpose.

5.3.7. The Directors may elect a chairperson of their meetings and determine the period for which he/she is to hold office, but if no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the same, the Directors present may elect one of their number to be chairperson of the meeting.

5.4. Indemnification of Directors

5.4.1. Except to the extent that the Company's MOI provides otherwise, the Company:

5.4.1.1. may advance expenses to a Director to defend litigation in any proceedings arising out of the Director's service to the Company; and

5.4.1.2. may directly or indirectly indemnify a Director for expenses contemplated in 5.4.1.1, irrespective of whether it has advanced those expenses, if the proceedings:

5.4.1.2.1. are abandoned or exculpate the Director; or



LE GRAND

- 5.4.1.2.2. arise in respect of any liability for which the Company may indemnify the Director, in terms of clauses 5.4.2 or 5.4.3.
- 5.4.2. Except to the extent that the MOI provides otherwise, the Company may indemnify a Director in respect of any liability arising other than as contemplated in article 5.4.3.
- 5.4.3. The Company may not indemnify a Director in respect of:
 - 5.4.3.1. any liability arising:
 - 5.4.3.1.1. in terms of section 77(3)(a), (b) or (c) of the Act; or
 - 5.4.3.1.2. from willful misconduct or willful breach of trust on the part of the Director; or
 - 5.4.3.2. any fine contemplated in clause 5.4.4.
- 5.4.4. The Company may not directly or indirectly pay any fine that may be imposed on the Director of the Company, or on a Director of a related company, as a consequence of that Director having been convicted of an offence in terms of any national legislation, unless the conviction was based on strict liability.
- 5.4.5. Except to the extent that the MOI provides otherwise, the Company may purchase insurance to protect:
 - 5.4.5.1. a Director against any liability or expenses for which the Company is permitted to indemnify a Director in accordance with 5.4.2; or
 - 5.4.5.2. the Company against any contingency including, but not limited to:
 - 5.4.5.2.1. any expenses:
 - 5.4.5.2.1.1. that the Company is permitted to advance in accordance with the provisions herein contained; or
 - 5.4.5.2.1.2. for which the Company is permitted to indemnify a Director in accordance with 5.4.1; or
 - 5.4.5.2.2. any liability for which the Company is permitted to indemnify a Director in accordance with article 5.4.2.



LE GRAND

- 5.4.6. The Company is entitled to claim restitution from a Director of the Company or of a related company for any money paid directly or indirectly by the Company to or on behalf of that Director in any manner inconsistent with this clause 5.4 or section 78 of the Act.

5.5. Committees of the Board

- 5.5.1. Except to the extent that the MOI of the Company provides otherwise, the Board may-

5.5.1.1. appoint any number of committees of Directors; and

5.5.1.2. delegate to any committee any of the authority of the Board.

- 5.5.2. Except to the extent that the MOI of the Company, or a resolution establishing a committee, provides otherwise, the committee:

5.5.2.1. may include Persons who are not Directors of the Company, but:

5.5.2.1.1. any such Person must not be ineligible or disqualified to be a Director in terms of section 69; and

5.5.2.1.2. no such Person has a vote on a matter to be decided by the committee;

5.5.2.2. may consult with or receive advice from any Person; and

5.5.2.3. has the full authority of the Board in respect of a matter.

- 5.5.3. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to the Rules that may be imposed on it by the Directors.

- 5.5.4. A committee may elect a chairperson of its meetings. If no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the same, the members present may elect one of their number to be chairperson of the meeting.

- 5.5.5. A committee may meet and adjourn as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the event of an equality of votes the chairperson shall have a second or casting vote.



LE GRAND

6. ACCOUNTING RECORDS

- 6.1. The Directors shall cause such accounting records as are prescribed by the Act to be kept. Proper accounting records shall not be deemed to be kept if such accounting records do not fairly present the state of affairs and business of the Company and explain the transaction and financial position of the trade or business of the Company from time to time.
- 6.2. The accounting records shall be kept at the Office of the Company or at such other place or places as the Directors think fit, and shall always be open to inspection by the Directors.
- 6.3. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations the accounting records of the Company or any of them shall be open to inspection by Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any accounting records or documents of the Company except as conferred by the Act, or authorised by the Directors in a general meeting.

7. ANNUAL FINANCIAL STATEMENTS

- 7.1. The Directors shall from time to time, in accordance with section 30 of the Act, cause to be prepared and laid before the Company in an Annual General Meeting such annual financial statements, group annual financial statements and group reports (if any) as are referred to in the Act.
- 7.2. A copy of any annual financial statements, group annual financial statements and group reports which are to be laid before the Company in an Annual General Meeting, shall not less than 15 (fifteen) business days before the date of the meeting be sent to every Member of, and every holder of debentures of, the Company: Provided that this clause shall not require a copy of those documents to be sent to any Person of whose address the Company is not aware.

8. INCOME OF THE COMPANY

- 8.1. The income of the Company shall mainly consist of the compulsory monthly contributions ("**levies**") paid by Members and shall be used to promote and fulfil the main objects of the Company and meet all expenses in respect of *inter alia*:
 - 8.1.1. the control, management and administration of the Estate;
 - 8.1.2. (in general) the attainment of its objects as described in the MOI;
 - 8.1.3. the maintenance of Common Property and Facilities and the costs of services such as electricity, water and sewerage consumed or used on the Common Property and Facilities;



LE GRAND

- 8.1.4. the supply of any services rendered by the Company;
 - 8.1.5. the payment of all expenses necessary or reasonably incurred in connection with the management of the Company;
 - 8.1.6. the costs of the provision of security for the Estate; and
 - 8.1.7. (in general) the costs of fulfilling any of the obligations of the Company.
- 8.2. The levies for the first year shall be determined by the Directors and thereafter as detailed in the following clauses.
- 8.3. The Directors shall no later than 1 (one) month prior to the end of each financial year prepare a budget which shall detail the anticipated expenses for the ensuing year and the provisions for any budgeted fund in order to ensure that the Company will be able to fulfil its objects. The budget must reflect the total annual and monthly levies required. Each Registered Owner of a Stand and a Unit, shall be liable for a monthly levy equal to the total monthly levies divided by the total number of Stands and Units (proportionately), excluding the Common Property and Facilities and Stands and Units not yet transferred from the Developer. Insofar as the Developer is concerned, it is recorded that the Developer shall only pay 50% (fifty percent) of the actual levy which is payable taking cognizance of the provisions hereof.
- 8.4. The budget and levies as calculated in terms of clauses 8.3 and 8.13 must be submitted to, considered and approved (and/or ratified), with or without amendments, by a general meeting of Members. Such general meeting of Members should be held before the any proposed increases and/or reductions in levies are implemented by the Company.
- 8.5. The monthly levies shall be due and payable on the first working day of each month. Each Registered Owner shall pay his/her/its monthly levies by means of electronic funds transfer to the bank account of the Company. The Company shall furthermore be entitled to require a Member to sign a debit order authority to allow the Company or its authorised agent to collect levies directly from an operating bank account.
- 8.6. The Directors shall be entitled to levy interest on overdue levies at the Prime Rate.
- 8.7. The Directors may at any stage introduce a special levy on all Registered Owners should the Directors realise that the budgeted income of the Company will be insufficient to enable the Company to fulfil its objects.
- 8.8. Any amount due by a Member by way of levy and interest shall be a debt due by him/her/it to the Company.
- 8.9. A certificate under the hand of a director of the Company certifying any amount due by a Member



LE GRAND

to the Company from time to time, shall be *prima facie* proof of the amount owed by the Member to the Company from time to time, and shall constitute a liquid document and sufficient proof for obtaining summary judgment against the Member in any court.

- 8.10. The Company shall further be entitled to appropriate any moneys received by it from the Members hereunder towards the payment of such cause of debt or amount owing by the Debtor to the Creditor as it may determine in its absolute discretion.
- 8.11. A Member shall pay all amounts due and payable by them to the Company without deduction or set-off, and notwithstanding that the Member may have any claim or counter-claim of any nature against the Company.
- 8.12. The obligations of a Member to pay a levy and interest shall cease upon him ceasing to be a Member, without prejudice to the Company's right to recover arrear levies and interest against such Member. No interest on levies paid by a Member shall under any circumstances be repayable by the Company upon him ceasing to be a Member. A Member's successor in title to a Stand or Unit shall be liable as from the date upon which he/she/it becomes a Member pursuant to the transfer of the Stand or Unit, to pay the levy and interest thereon attributable to that Stand or Unit.
- 8.13. In calculating the levy payable by any Member, the Directors shall as far as practicable:
 - 8.13.1. assign those costs directly attributable to the Estate, and which is also directly attributable to a specific Stand or Unit in the Estate to the Member owning such Stand or Unit;
 - 8.13.2. assign those costs directly attributable to the Estate, but which is not directly attributable to a Stand or Unit in such Estate generally to the owners of all Stands or Units in that Estate;
 - 8.13.3. assign those costs not directly attributable to a particular Estate to the owners of all Stands or Units in proclaimed Estates in accordance with their general participation (including the applicable participation quota); and
 - 8.13.4. the Directors may in any case where they consider it equitable to do so, assign to any Member any greater or lesser share of the costs as may be reasonable in the circumstances.
- 8.14. The Directors shall be entitled to establish and maintain a levy fund sufficient in their opinion for the repair, upkeep, control, management and administration of the Company and of the Estate, including the provision of security services for the Estate, garden maintenance services, optic fibre cable networks, insurance premiums, the payment of rates and taxes and other charges (whichever is applicable) on the Estate levied by the Council or any other authority, any charges



LE GRAND

for the supply of electrical current, gas, water, fuel and sewerage disposal, refuse collection and any other services to the Estate and any services required by the Company to enable it to carry out its main and ancillary objects, for the covering of any losses suffered by the Company, for the payment of any premiums of insurance and of all other expenses incurred or to be incurred in relation to the Estate and for the discharge of any other obligations of the Company, provided that nothing in the MOI shall be construed as obliging the Company to pay service charges due by Homeowners to the relevant authority.

- 8.15. The Company shall not be entitled to undertake on behalf of its Members any permanent works of major capital nature without the sanction of a resolution of the Members adopted during a general meeting of Members. In this article "works of major capital nature" means works that will cost more than R 100,000.00 (One Hundred Thousand Rand) (excluding value-added tax).
- 8.16. The Company may come to agreement with the Developer for the repayment by the Company to the Developer of ongoing costs or expenses incurred by the Developer for the provision of services to the Members.
- 8.17. The Board may enter into an agreement or agreements with the Developer for the provision of a capital sum and/or the transfer of land and/or equipment to the Company in lieu of levies.

9. SECRETARY

- 9.1. The Directors may appoint a Company Secretary for a period, at a remuneration and on such terms and conditions which they may deem fit. The Members in a general meeting may also discharge a Secretary.
- 9.2. A Director of the Company may not be appointed as Secretary of the Company.

10. SPECIAL CONDITIONS

The following special conditions shall apply in respect of the Development, including any other township or property which the Developer wishes to incorporate under the MOI:

10.1. Building and Improvements

In order to procure compliance with the nature and amenity of the Estate, no building plans shall be approved and nothing shall be placed on or attached to a building or any other structure, visible from outside of the building or such other structure without the prior Written consent of the Aesthetics Committee.

10.2. Landscaping

Save as may be expressly permitted in terms of the Rules no Homeowner shall be entitled to



LE GRAND

undertake any landscaping on or about the Estate without the prior Written consent of the Aesthetics Committee. Without limiting the generality of the foregoing no Homeowner shall have any rights to plant any tree, shrub, grass, flowers or to remove or cut same or attempt to erect any fence or wall or any other structure or remove same in the Estate without the prior Written consent of the Aesthetics Committee.

10.3. **Provision of Services**

The Company may from time to time contract with suppliers of services to provide services to the Estate, subject to the limitation contained in article 11.

10.4. **Open Spaces and Rights of Access**

Homeowners shall be entitled to use all Common Property and Facilities in accordance to the Rules from time to time.

10.5. **Occupation and use of Stands and Units**

10.5.1. Occupation and use of Stands and Units shall at all times be in compliance with the MOI and the Rules. The Directors may, in their sole discretion, determine that any Person, not being a Member, be denied access to the Estate and be required to leave in the event of such Person breaching the MOI or the Rules. No Member shall use any Stand or Unit or part of any building or allow any other Person to use such Stand or Unit or part of any building, for purposes not permitted by the MOI and/or the Rules.

10.5.2. Without limiting the generality of any of the provisions of the Rules the following provisions will apply to every Member and their invitees, tenants, contractors, subcontractors and employees:

10.5.2.1. the Member shall not carry on, and will not allow to be carried on or about the Stand and/or Unit, as a primary business any business which sells or distributes liquor or potable alcohol or which carries on any form of gaming or lottery, or any form of escort agency, strip show or similar entertainment. The provisions of this 10.5.2.1 do not prohibit the serving of alcohol to guests or invitees of a Homeowner for *bona fide* recreational purposes;

10.5.2.2. the Member will not use a Stand and/or Unit or permit the same to be used for any illegal or improper purposes or in any manner which creates an unlawful nuisance or disturbance to other Persons, Members and/or occupants; and

10.5.2.3. no Member will be entitled to object to any application by the Developer or an associated Company to any governmental or other authority relating



LE GRAND

to, or in connection with any development to take place within a radius of 10 (ten) kilometers from the Development, provided that such development is substantially in accordance with the requirements of the Council and/or the Department of Agriculture, Conservation, Environmental and Land Affairs and/or any other relevant authority.

10.6. **Services**

Inasmuch as the provision, establishment, maintenance and repair of Services may be required to take place in and on the Estate, the Members hereby consent to the provision of such Services in such places as the Directors may determine from time to time, and to Persons entering upon the Estate or any part thereof for the purpose of providing, establishing, maintaining and/or repairing the Services, provided that such work shall be carried out with as little inconvenience to Members and occupants as reasonably possible.

10.7. **Security of the Estate**

The Company will not be liable to any Member or any of their respective invitees, tenants, contractors and/or employees for any breach in security and/or by reason of any security provided by the Company not being adequate.

10.8. **Maintenance of Open Spaces and Public Road Verges**

The Company shall be responsible for the maintenance, upkeep and repair of the Common Property and Facilities, which shall deem to include the open spaces and public road verges.

11. **LIMITATIONS WITH REGARD TO SERVICES**

11.1. The following services shall be provided by service providers nominated or approved by the Developer (or its duly appointed representative) during the Development Period, and thereafter the Company:

11.1.1. waste management, removal and sanitation services;

11.1.2. broad band-based services which shall include voice (internal and external) services, data (internet) services, video services (including video on demand and television programs when available) and fibre optic networks, and the design, implementation, operation and maintenance of the infrastructure required to provide such services (whichever is applicable);

11.1.3. construction of residential dwellings within the Estate;

11.1.4. estate agents;



LE GRAND

11.1.5. security services; and

11.1.6. mortgage origination services,

it being the intention to standardise the provision of all such services in respect of all developments to take place within the Estate.

11.2. It is recorded that certain of the services as contemplated in clause 11.1 may be provided by the Council, and the Developer and Company (as the case may be) does not accept any liability for any subcontractors and/or the Council's services rendered and/or omission to render such services this regard.

12. MOI BINDING ON INVITEES

The provisions of the MOI and the Rules (including in particular but without limiting the generality of the foregoing restrictions and conditions relating to the use of Stands and Units and Common Property and Facilities) shall be binding on all invitees, tenants, contractors, subcontracts and employees of Members as if they were Members.

13. RESTRICTION AGAINST ALIENATION

13.1. No Member, as aforesaid, shall be entitled to Alienate his/her/its Stand or Unit to any third party unless;

13.1.1. the third party concerned has first agreed in writing to be and become a Member of the Company; and

13.1.2. the Board has certified in writing that all levies and similar amounts payable by the selling Member to the Company have been paid or secured to the satisfaction of the Board for a period terminating not earlier than 3 (three) months after the date of such certificate.

13.2. Upon the registration of the Stand or Unit to a third party such third party will automatically be and become a Member of the Company.

13.3. The provisions hereof shall however be subject to clause 2.5 (and with specific reference to *inter alia* article 2.5.3.1).

14. INTERNAL SERVICES

14.1. The Company, Developer and Council shall not be liable for the malfunction of the servicing of any internal roads and/or storm water drainage systems and/or essential services forming part of



LE GRAND

the Estate unless responsibility for such roads, drainage system and/or essential services is specifically assumed by the Company, Developer and/or Council.

14.2. The Company shall be obliged to *inter alia* maintain all internal roads and common areas and storm water drainage system in a good order and condition at its sole cost and expense, subject to the provisions contained in clause 14.1.

14.3. The Company and its Members shall be obliged to consent to the registration of a servitude of right of way for municipal purposes over any area of the Estate in favour of the Council as the Council may require.

15. ENFORCEMENT OF OBLIGATIONS OF MEMBERS

Should any Member or its invitees, contractors, subcontractors, tenants and/or employees fail to perform any obligation incumbent upon them, if applicable, within the period of any notice given for compliance, the Company shall be entitled, but not obliged, to do such things and incur such expenditure as is, in the opinion of the Company necessary and/or requisite to procure compliance. The costs thereby incurred by the Company shall be recoverable from the Member, which amounts shall be deemed to be part of the levy due by the Member concerned.

16. DETERMINATION OF DISPUTES

In the event of any dispute arising between a Member and the Directors and/or Developer as to the construction, meaning or interpretation of any of the provisions of the MOI, or as to the rights, obligations or liabilities of the Company, Developer or any Member (and its invitees, contractors, subcontractors, tenants and employees) in terms of the MOI and/or the Rules, the parties shall forthwith meet to attempt to settle such dispute or difference and failing such settlement within a period of 14 (fourteen) days, then any party to the dispute may approach a court with competent jurisdiction to adjudicate upon the dispute.

17. DISCLAIMER RESPONSIBILITY

17.1. The Company and the Developer shall not be liable for any injury to any Person, damage to or loss of any property, to whomsoever it may belong, occurring or suffered within or upon the Estate, regardless of the cause thereof, nor shall the Company and the Developer be responsible for any theft of property occurring in and on the Estate. Members hereby acknowledge that they shall not, under any circumstances have any claim or right of action whatsoever against the Company for any damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them to the Company for any reason whatsoever.

17.2. The Company and the Developer and/or their agents shall not be liable to any Member or any of the Member's invitees, contractors, subcontractors, tenants and/or employees or any member of the public dealing with the Member, or any such other Person that may suffer or sustain losses, injury and/or damages in any form, whether directly or indirectly in or about the Estate, regardless



LE GRAND

of the cause thereof.

- 17.3. Members hereby accept responsibility for and indemnify the Company and the Developer and their employees, representatives, Directors, Shareholders, contractors, subcontractors, agents and lawful invitees against all claims by any Person arising from any injury or loss or damage as contemplated in this clause 17.

18. SPECIAL CONDITIONS

- 18.1. In the event of any Member (including his/her/its successors in title) intending at any time to market, sell, alienate or in any manner whatsoever dispose of his/her/its Stand or Unit (including without limitation a disposal of shares, member's interest or beneficial interest in a trust or other juristic entity), the Member shall only employ or appoint an estate agent ("**the designated estate agent**") approved by the Developer, its successors in title or assigns during the Development Period, and thereafter the Company, which employment or appointment shall be subject to the following terms and conditions:
- 18.1.1. The Developer, its successors in title or assigns during the Development Period, and thereafter the Company, shall from time to time publish a panel ("**the panel**") reflecting the designated estate agents approved by the Developer or the Company as contemplated herein; and
- 18.1.2. The designated estate agent shall ensure that all the provisions contained in the MOI read in conjunction with the Rules are at all material times complied with, and communicated to prospective tenants and/or Members.
- 18.2. The Members are aware that the Development and Estate as contemplated herein constitutes a phased development and subsequently irrevocably grants the Developer the exclusive and unfettered right to extend the Development and include such additional phases and/or properties into the security parameter at its discretion, the owners of which will subsequently become Members of the Company. The Developer is thus irrevocably authorised to effect such amendments to the MOI of the Company in order to allow the incorporation of such phases and owners of the Properties therein, as Members of the Company, and the Member Directors will sign all documentation and do all things in order to give effect to the aforesaid if and when requested to do so by the Developer Directors.
- 18.3. The Members irrevocably undertake not to object to any rezoning or new township establishment undertaken by the Developer, its nominee or successors in title within a 10km radius of the Estate.
- 18.4. The provisions of the MOI (including the Rules) may not be amended by way of special resolution or otherwise without the prior Written consent of the Developer or its successors in title during the Development Period.



LE GRAND

19. ENTRENCHED PROVISIONS

19.1. The Developer, during the Development Period, and thereafter the Company has a continuing and permanent interest to secure that certain basic provisions are entrenched to secure the success of the Development of the Estate. Accordingly, none of the following provisions may be deleted or varied without the prior Written consent of the Developer being obtained:

- 19.1.1. the Developer shall be entitled to incorporate adjacent immovable property into the Development and the Developer shall be entitled to develop the said property as it may deem fit, in which event all persons who become owners of Stands or Units in such development shall be entitled or subject to (as the case may be) the benefits, rights or obligations of Members of the Company;
- 19.1.2. no Member shall be entitled to object to the subdivision and/or development of any part of the Development, nor shall they be entitled to object to any such new development;
- 19.1.3. the Members acknowledge and agree that the Developer, its successor/s in title and its employees have certain rights, including rights of access across the Common Property and Facilities and across any area occupied by the Company and/or any Member;
- 19.1.4. during the Development Period after the Development Period all building contractors and architects must be approved by the Developer, and thereafter by the Company before construction of any building or dwelling commences; and
- 19.1.5. all estate agents marketing and/or selling property in the Estate shall be approved by the Developer (during the Development Period) and thereafter by the Company.
- 19.1.6. It is noted that in the current established Estate, only stands 26 to 35 will be allowed to be subdivided in the discretion of the Developer and in terms of the council approvals to be obtained.

20. GENERAL

- 20.1. Prior to the commencement of construction of any and all improvements to a Stand or Unit, a Member and his/her/its building contractor shall conclude the standard contractor's agreement of the Developer or its duly appointed representative, nominee, successor in title and/or assigns.
- 20.2. As contemplated in clause 19, the Members irrevocably grant the Developer the right to:
 - 20.2.1. extend its proposed development;
 - 20.2.2. incorporate such new developments with the ambit of the MOI even though it falls



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beyond the boundary of the Development; and

- 20.2.3. effect amendments to the MOI to accommodate and incorporate the new Members as contemplated in clauses 19.1.1 and 19.1.2.
- 20.3. The said Members and Member Directors furthermore authorise the Developer irrevocably to do whatsoever may be necessary to give effect to the provisions of clause 19.1 and hereby ratifying same.
- 20.4. The sales office (including the ablution facilities) situated in the gatehouse (which shall be deemed to include any other gatehouse and/or structure), shall be exclusively utilised by the Developer in perpetuity, at no cost whatsoever to the Developer (excluding water, sewerage and electricity usage).
- 20.5. Insofar as any contractual obligation(s) may have existed on the previous developer (Broad Brush Investments 19 (Pty) Ltd - in liquidation) to amongst others transfer the golf course and clubhouse to the Company, it is recorded that the said obligation(s), alternatively potential obligation(s) no longer exist and the Developer as herein defined shall in its sole and absolute discretion determine the extent of the Common Property and Facilities.
- 20.6. The Developer accordingly assumes no responsibility and/or liability for any of the obligations and/or debts of Broad Brush Investments 19 (Pty) Ltd, and the Members and Company, and all other Persons irrevocably waive any and all claims that they may have against the Developer in this regard (if any).
- 20.7. The Developer will comply at its cost to all conditions of establishment.



LE GRAND

LE GRAND HOME OWNERS ASSOCIATION NPC

2007 / 006283 / 08
P O Box 434 Pacaltsdorp 6534
Tel (044) 878 1449
e-mail: hoa@legrandestate.co.za

EXTRACT OF THE MINUTES OF THE ANNUAL GENERAL MEETING HELD AT THE PROTEA
KING GEORGE HOTEL, GEORGE AND VIA MS TEAMS ON WEDNESDAY, 16 JULY 2025 AT
18h00

1. **OPENING AND WELCOME**

The Chairperson, Mr. Johan Gouws, welcomed all present.

1.1 **Recording of Attendance Register**

Mr Johan Gouws (Chairman)

Mr WJ Gouws (Financial Director and Developer Proxy)

Mrs A Strydom (Managing Agent Representative)

64 Developer Stands as per proxy

74 Registered Owners represented by means of a proxy, in person or
via MS Teams

1.2 **Recording of Proxies**

20 Owners Stands as per proxy register.

64 Developer Stands as per proxy register.

1.3 **Recording of Apologies**

M Venter LG142/202

1.4 **Confirmation of Quorum**

As there is a quorum present the meeting is duly constituted and can
proceed.

1.5 **Confirmation of Meeting notice distribution**

The notice convening the meeting, having been circulated, was taken as
read.

5. **POWER OF ATTORNEY TO ATTEND TO ADMINISTRATIVE MATTERS ON BEHALF OF THE HOMEOWNER'S ASSOCIATION**

- 5.1. The Chairman provided background on this matter as well as an update on the progress in the past year.
- 5.2. It has been requested by the municipality that an updated Power Of Attorney ('POA') be approved by the members to the Chairman. The draft POA was confirmed as circulated to all members.
- 5.3. The town planners represented by M Alberts (EVS Planners) presented the situation and plan of action. The summarized actions are:
- Correct the zoning of all stands within the Estate (i.e. Rezoning application)
 - Update certain stands' zoning to reflect their land use
 - Privatize the roads and open spaces (i.e. application for Closure of Public Places)
 - Application for amendment of the General Plans for Le Grand
 - Register the LGHOA and its rules with the municipality
 - Apply for an amendment of the George Municipality's Council Resolution dated 28 July 2023 as far as it relates to Le Grand Estate
- 5.4. The Chairman confirmed that these issues relate to legacy issues that both the previous developer and the municipality has neglected to complete.
- 5.5. The Chairman confirmed that the Developer will carry all costs to rectify these issues.
- 5.6. The Chairman confirmed that the municipality have agreed to enforce the LGHOA's status in the interim period and have done so to date.

5.7. **RESOLUTION:**

- 5.7.1. It is recorded that the meeting voted on the approval of the POA as required.
- 5.7.2. All votes were in favor of the POA approval.
- 5.7.3. The Chairman is authorized to sign the necessary documentation on behalf of the LGHOA

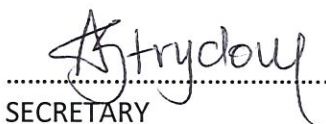
CERTIFIED AS A TRUE EXTRACT OF THE MEETING MINUTES:



CHAIRMAN

28/08/2025

DATE



SECRETARY

28/08/2025

DATE

LE GRAND HOMEOWNERS ASSOCIATION | AGM | 16 JULY 2025

Erf No	Registered Owner	Proxy	Attendance	Attendance Type:
4	LI Vermeulen		☑	Venue
10	2B SQUARE DESIGNS CC	WJ Gouws	☑	Venue
15	CLAMORI PROPERTIES PTY LTD		☑	Online
20	JJ & C Venter	G Williams	☑	Venue
26	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
27	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
28	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
29	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
30	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
31	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
32	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
33	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
34	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
35	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
36	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
37	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
38	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
41	A FARRINGTON-SCHOMBURG		☑	Online
43	MEE AND T ENTERPRISES PTY LTD		☑	Online
44	Gerhardus Christiaan & Cecilia Ferreira		☑	Venue
45	P van Renen	Spook le Roux	☑	Venue
46	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue
53	GOPICHAND MEDICAL SERVICES TRUST		☑	Online
58	Jan Adriaan Botes		☑	Online
59	T & A Grimbeeck	J du Preez	☑	Online
62	MEE AND T ENTERPRISES PTY LTD		☑	Online
65	Nadine du Toit		☑	Venue
67	RJ & JM Chapman		☑	Online
69	JJ Ackermann		☑	Venue
75	M Monte		☑	Venue
79	CA & AHF Hattingh	WJ Gouws	☑	Venue
80	CA & AHF Hattingh	WJ Gouws	☑	Venue
82	CLAMORI PROPERTIES PTY LTD		☑	Online
83	PJ & JS Plenaar		☑	Venue
90	AG & JH Botes	PJ Plenaar	☑	Venue
91	2B SQUARE DESIGNS CC	WJ Gouws	☑	Venue
98	TT & GC Modise		☑	Online
100	BOND EXCEL CAPE (PTY) LTD		☑	Venue
102	K & V & LJ Botha		☑	Online
103	QT Bertenshaw		☑	Online
104	JG & E Webb		☑	Online
109	FIDEM CONVENT TRUST		☑	Venue
112	Johanna van Zyl		☑	Venue
118	M van Renen	Spook le Roux	☑	Venue
119	P Van Renen	Spook le Roux	☑	Venue
121	CS Hentiq 1044 PTY LTD	WJ Gouws	☑	Venue

Roland Chapman

Tommy Hanekom

Sharavan Gopichand

Tommy Hanekom

Roland Chapman

LE GRAND HOMEOWNERS ASSOCIATION | AGM | 16 JULY 2025

<u>Erf No</u>	<u>Registered Owner</u>	<u>Proxy</u>	<u>Attendance</u>	<u>Attendance Type:</u>
122	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
123	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
124	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
125	Andre Nel		✓	Venue
127	FF & ME van Zyl		✓	Venue
130	Alfred Mzwandile Nkosinkulu & Nomakhosazana Anelisa Nelani		✓	Venue
132	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
133	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
134	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
135	A & L Visagie	Spook le Roux	✓	Venue
136	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
138	C Le Roux		✓	Venue
142	HM & LM du Preez	WJ Gouws	✓	Venue
150	Karin Prinsloo		✓	Venue
156	THEUNS MARE		✓	Online
157	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
158	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
162	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
163	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
164	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
166	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
167	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
168	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
169	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
170	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
172	Francois Piek		✓	Venue
173	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
175	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
176	A & PA van Rooyen		✓	Venue
181	JP & D Erasmus		✓	Online
184	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
185	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
186	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
188	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
189	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
192	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
194	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
199	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
200	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
201	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
205	F & JP Barnard		✓	Venue
209	L & AM White		✓	Venue
214	ACD Myburgh Family Trust	B White	✓	Venue
216	AND BEYOND MARKETING AND COMMUNICATIONS CONSULTING		✓	Online
220	JJ & GE Venter		✓	Online
224	Arnowitz (Pty) Ltd		✓	Online

Laiza Zikalala

Sunel Oosthuizen

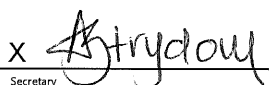
LE GRAND HOMEOWNERS ASSOCIATION AGM 16 JULY 2025				
Erf No	Registered Owner	Proxy	Attendance	Attendance Type:
230	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
231	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
232	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
236	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
240	D & C De Lange		✓	Online
245	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
246	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
249	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
250	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
251	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
252	BN Mabaso & NN Mabaso		✓	Online
254	RDPBB2 Properties Pty Ltd	WJ Gouws	✓	Venue
255	PJ & BF Ramsay	G Williams	✓	Venue
256	Tracy Cloete		✓	Online
257	GC & L Williams		✓	Venue
258	JFD & S Kriel		✓	Venue
260	Johannes Jurie van Staden		✓	Venue
261	RDPBB1 Proprietary Limited	WJ Gouws	✓	Venue
263	HJ & A van Heerden	G Williams	✓	Venue
264	JH Rootman	G Williams	✓	Venue
265	L & AM Langenhoven		✓	Venue
266	K & L van der Westhuizen		✓	Online
268	AS Arundale		✓	Online
270	A & S Fourie		✓	Online
271	CS HENTIQ 1044 (PTY) LTD	WJ Gouws	✓	Venue
272	CS HENTIQ 1044 (PTY) LTD	WJ Gouws	✓	Venue
275	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
276	D Berg		✓	Venue
281	Oliver Adolph		✓	Online
285	AJ & SD Jones		✓	Online
287	A & PA van Rooyen		✓	Venue
292	Marcel Porteus		✓	Online
294	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
295	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
296	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
297	W & S Blignaut	G Williams	✓	Venue
299	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
301	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
302	CS Hentiq 1044 PTY LTD	WJ Gouws	✓	Venue
346	Harry Wichers		✓	Venue
348	R Du Preez		✓	Venue
355	M Venter	Spook le Roux	✓	Venue
356	GC & C Ferreira		✓	Venue

Gayla Adolph

No. Online attendance: 27

No. On-site attendance: 108

Total Attendance: 135

x 
Secretary