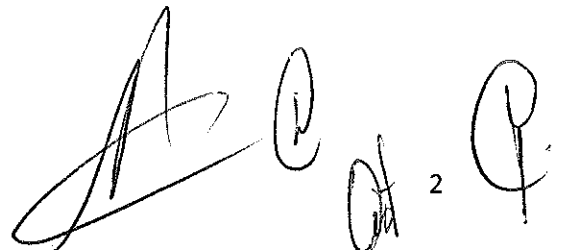




Constitution of the Klein Aub Homeowners' Association

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1. Definitions and Interpretation

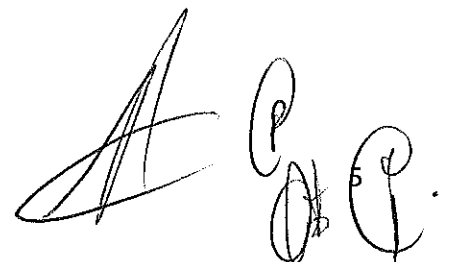
- 1.1. The headings to the clauses and annexes to this Constitution are for reference purposes only and shall in no way govern or affect the interpretation of, nor modify nor amplify the terms of this Constitution, nor any clause or annexure hereof.
- 1.2. Unless inconsistent with the context, the words and expression set forth below, shall bear the following meanings and cognate expressions shall bear corresponding meanings:
- 1.2.1. **"Agreement of Sale"** means the agreement entered into or to be entered into between the Seller and each Registered Owner of a Property or Properties;
- 1.2.2. **"Alienate"** means in relation to any Property, the transfer of any rights in respect thereof and, without derogating from the generality of the foregoing, includes to alienate by way of sale, exchange, donation, deed, intestate succession, will, cession, assignment, court order, insolvency or liquidation, irrespective of whether such alienation is subject to a suspensive or resolutive condition and **"Alienation"** shall have a corresponding meaning;
- 1.2.3. **"Association"** means the Klein Aub Homeowners' Association, established under this Constitution;
- 1.2.4. **"Business Unit"** means any Property/Unit or Plot zoned under the Town Planning Scheme for residential, agricultural, commercial or business purposes with the consent of the Local Authority and the Association;
- 1.2.5. **"Common Property"** means
- 1.2.5.1. in the case of an Erf on which a Sectional Title Scheme is developed, common property as defined in the Sectional Titles Act, which is not subject to an exclusive right of use by a member in terms of that Sectional Title Scheme;
- 1.2.5.2. the land registered in the name of the Association; and
- 1.2.5.3. all real rights granted in favour of the Association;
- 1.2.6. **"Constitution"** means this constitution and includes all amendments thereto;
- 1.2.7. **"Estate"** means the Klein Aub Estate, to be developed on the Land, consisting of portions 2 to 24, portion 25 (street) and the remainder (street), as indicated on the map attached hereto as annexure **"A"**;

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- 1.2.8. **"Guide"** means the guidelines for Members in respect of the Estate, as are made and amended from time to time by the Trustees, which document contains information and documentation in respect of the Estate design guidelines and building rules and regulations;
- 1.2.9. **"Land"** means Portion 1 of farm Klein Aub No 490, in the Municipality of Windhoek, Khomas Region;
- 1.2.10. **"Levy / Levies"** means the levy referred to in clause 12 hereof;
- 1.2.11. **"Local Authority"** means the local authority having jurisdiction over the Estate which, at date of adoption of this Constitution, is the Municipal Council of Windhoek;
- 1.2.12. **"Members"** means a Member of the Association who has acquired Membership under clause 4 below;
- 1.2.13. **"Property / Properties"** means any property or properties in the Estate and on which is established or may be established residential dwellings, Sectional Title Schemes (including Units under such scheme) and Business Units, and includes immovable property transferred or to be transferred in accordance with the provisions hereof to the Association;
- 1.2.14. **"Registered Owner"** means the registered owner of a Property, Unit or a share thereof who is, under the Deeds Registries Act 14 of 2015 (or any Act replacing this Act), reflected in the records of the Deeds Registry concerned as a registered owner or joint owner of the Property;
- 1.2.15. **"Resident"** means any person lawfully occupying a Property or Unit, which shall include a tenant and / or guests and employees of a Registered Owner or tenant, as the case may be, and persons who reside with a Registered Owner or tenant;
- 1.2.16. **"Rules"** means such rules as may from time to time be prepared and adopted under clause 18 below;
- 1.2.17. **"Sectional Title Scheme"** means any scheme established under the Section Titles Act;
- 1.2.18. **"Sectional Titles Act"** means the Sectional Titles Act of 2009, and Act of 2014
- 1.2.19. **"Seller"** means Johanna Margaretha Smith;

The image shows four handwritten signatures or initials in black ink. From left to right: a large, stylized signature that appears to be 'A'; a smaller signature that looks like 'C'; a signature with a circled '4' next to it; and another signature that looks like 'P'.

- 1.2.20. **"Town Planning Scheme"** means an operative town planning scheme applicable to the Estate from time to time;
- 1.2.21. **"Trustee"** means a trustee appointed under clause 5 below; and
- 1.2.22. **"Unit"** means a unit as defined in the Sectional Titles Act.
- 1.2.23. **"Managing Agent"** means a Real Estate Company or persons, appointed by the trustees to manage the administrative affairs of the Estate.
- 1.3. Unless inconsistent with the context and save where the contrary is expressly indicated:
- 1.3.1. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this 1 (Definitions and Interpretation), effect shall be given to it as if it were a substantive provision of this Constitution;
- 1.3.2. where any number of days is prescribed in this Constitution, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day;
- 1.3.3. in the event that the day for performance of any obligation to be performed in terms of this Constitution should fall on a day which is not a business day, the relevant day for performance shall be the subsequent business day;
- 1.3.4. any reference in this Constitution to a provision of law is to the provision as at the signature date thereof and as amended or re-enacted from time to time;
- 1.3.5. any reference in this Constitution to this Constitution or any other document shall be construed as a reference to this Constitution or, as the case may be, such other document as same may have been, or may from time to time be amended, varied, novated, reinstated or supplemented;
- 1.3.6. defined terms appearing in this Constitution in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- 1.3.7. where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;

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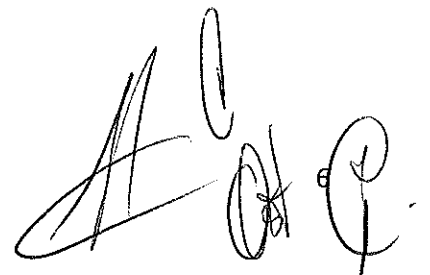
- 1.3.8. in the event of an incorrect clause reference, the clause number shall be inferred from the context of the referring clause;
- 1.3.9. the rule of construction that this Constitution shall be interpreted against the Party responsible for the drafting of this Constitution, shall not apply; and
- 1.3.10. the expiration or termination of this Constitution shall not affect such of the provisions of this Constitution as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.4. The annexes to this Constitution form an integral part hereof and words and expressions defined in this Constitution shall bear, unless the context otherwise requires, the same meaning in such annexes, to the extent that there is a conflict between the annexes to this Constitution and the provisions of this Constitution, the provisions of this Constitution shall prevail.
- 1.5. This Constitution shall inure for the benefit of and be binding on and enforceable by the executors, administrators, trustees, permitted assigns or liquidators of the parties as fully and effectually as if they had signed this Constitution in the first instance and reference to any party shall be deemed to include such party's executor, administrators, trustees, permitted assigns or liquidators, as the case may be.

2. Name and Establishment

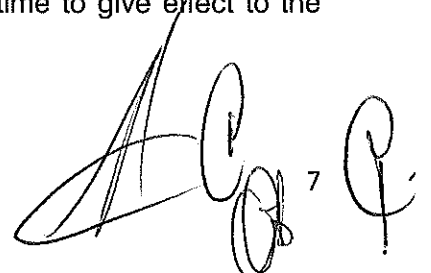
- 2.1. The name of the Association shall be the **KLEIN AUB HOMEOWNERS' ASSOCIATION**.
- 2.2. The Association shall come into existence (as a separate juristic person existing independently from its Members) simultaneously with the first registration of transfer of a Property from the Seller to a Registered Owner.
- 2.3. As a separate juristic person, the Association shall:
- 2.3.1. have the right to sue and be sued in its own name;
- 2.3.2. enjoy perpetual succession; and
- 2.3.3. not operate for profit but for the benefit of the Members.

3. Objectives

- 3.1. The objectives of the Association are as follows:
- 3.1.1. to oversee and maintain control of the Estate;

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- 3.1.2. to take transfer of and hold, as owner, the Common Property for the benefit of the Estate;
- 3.1.3. to promote, advance and protect the Estate and the interest of the Association and its Members;
- 3.1.4. to promote a high standard of improvements of the Estate;
- 3.1.5. to formulate, amend, administer and enforce the Guide and the Rules;
- 3.1.6. to provide for and administer the security in and relating to the Estate, including the maintenance thereof, as necessary and determined from time to time;
- 3.1.7. to ensure the establishment, maintenance, upkeep, upgrading and installation, where required, of common services serving the Estate, including security fences, other security measures, public roads, proper lighting in public areas, marking of public roads and the creation of servitudes and green spaces;
- 3.1.8. to enter into service agreements, where applicable, with the Local Authority or any other authority or supplier of services;
- 3.1.9. to control help facilitate the transfer of Properties in the Estate and the conditions imposed by the Local Authority and conditions imposed by the Seller in the Agreement of Sale between the Seller and the first owner of the Property;
- 3.1.10. to take transfer of, maintain and insure, where necessary, the roads and the public open spaces, and improvements thereupon, in the Estate and control the usage thereof and of the facilities belonging to the Association or falling under its control;
- 3.1.11. to regulate the conduct of any person and the prevention of nuisance of any nature of the owner of any property forming part of the Estate;
- 3.1.12. to introduce traffic calming measures;
- 3.1.13. to impose fines and other penalties, via the managing agent, that may be payable by and enforces against Members of the Association or Residents of the Estate; and
- 3.1.14. to make rules and to amend same from time to time to give effect to the above.

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3.2. The Association shall have the power to do all such acts as are necessary to accomplish the fulfilment of the aforementioned objects, including powers specifically contained in this Constitution.

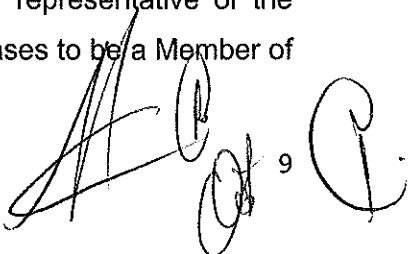
4. Membership

- 4.1. Every Registered Owner shall, on registration of transfer of a Property into his name, become a Member of the Association and shall stay a Member for as long as he / she is a Registered Owner. Where a Registered Owner comprises more than one person, such persons shall be deemed jointly to be one Member of the Association and shall be responsible jointly and severally for the obligations of such Membership.
- 4.2. Any person reflected in the records of the Deeds Registry concerned as the registered owner or joint registered owner of any Property shall be deemed to be the Registered Owner of such Property and shall further be deemed, *ipso facto*, to be a Member.
- 4.3. When a Member ceases to be the Registered Owner or joint Registered Owner of a Property, he / she shall, *ipso facto*, cease to be a Member.
- 4.4. No Registered Owner or joint Registered Owner of any Property may resign as a Member for so long as he / she remains a Registered Owner or joint Registered Owner.
- 4.5. No Member ceasing to be a Member for any reason shall (nor shall any such Member's executor, curators, trustees or liquidators) have any claim upon or interest in the funds or other property of the Association, but this clause shall be without prejudice to the rights of the Association to claim from such Member or its successors-in-title any arrears of Levies or subscriptions or other sums due by him / her to the Association at the time of him / her so ceasing to be a Member.
- 4.6. The Association may claim from any Member or that Member's estate any arrears or Levy and interest or other sums due by him / her to the Association at the time of the Member ceasing to be a Member.
- 4.7. Any Member who is in breach of any provision of this Constitution, or who is in arrears with respect to any amount payable to the Association, shall not be entitled to the rights and powers provided to Members under this Constitution and Sectional Title Act Section 62 of 2014, for so long as the Member remains in breach or arrears.
- 4.8. The conditions herein contained shall not prejudice the legal rights of any bond holder in respect of any bond registered or to be registered over the Property.

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5. Trustees

- 5.1. The affairs of the Association shall be managed and controlled by a Board of Trustees. The first three (3) Registered Owners shall be the initial Trustees and shall hold office until the first annual general meeting of the Association.
- 5.2. At the first annual general meeting of the Association, the Members shall determine the number of Trustees and the election of the Trustees to take over from the initial Trustees. Initial Trustees may be re-election. (Section 3, and 4 of the Sectional Title Act 2014)
- 5.3. Aside from the initial Trustees, all Trustees shall hold office for a period of 1 (one) year until the next annual general meeting of the Association. All Trustees are entitled to be re-elected as Trustees. (Section 5 and 6 of the Sectional Title Act 2014)
- 5.4. Only Registered Owners and/or their tenants are entitled to be elected as Trustees.
- 5.5. The Trustees shall elect one Trustee as chairperson.
- 5.6. A quorum shall consist of a minimum of two (2) Trustees. Should a quorum not be formed, the meeting shall stand adjourned until a time to be decided upon by the chairperson. If no chairperson has been elected, the Trustees present must unanimously decide on the time and date of the adjourned meeting.
- 5.7. All matters at any meeting shall be determined by a majority vote of those present. In the event of an equality of votes, the chairperson of any meeting shall have a casting vote.
- 5.8. The Trustees shall cease to hold office:
 - 5.8.1. at every annual general meeting but shall be eligible for re-election.
 - 5.8.2. by notice to the Board of Trustees if he/she resigns from office.
 - 5.8.3. if he/she is removed from office by the majority vote of the other Trustees;
 - 5.8.4. absent himself / herself from three (3) consecutive meetings of the Trustees without leave of absence.
 - 5.8.5. upon his/her estate being sequestrated, whether provisionally or finally;
 - 5.8.6. upon the commission by him/her of any act of insolvency;
 - 5.8.7. upon his/her conviction of any offence involving dishonesty; or
 - 5.8.8. if he/she is a Registered Owner or the appointed representative of the registered Owner of the property, who thereafter ceases to be a Member of

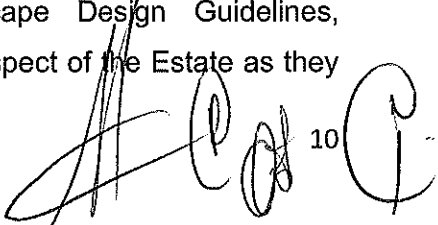
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the Association, with effect from the date that the registered Owner ceased to be an owner.

- 5.9. Vacancies on the Board of Trustees may be filled by co-option at the instance of the majority vote of the remaining Trustees.
- 5.10. Trustees shall receive no remuneration but may be refunded reasonably incurred expenses in the execution of their duties.
- 5.11. No Trustee shall be liable to the Association or any Member thereof or to any person whomsoever for any act or omission by himself or herself, the Association or its servants or agents. Every Trustee is indemnified by the Association against any loss suffered by him/her in consequence of any purported liability provided that such Member has, upon the basis of information known to him/her acted in good faith and without gross negligence and/or without dishonesty.
- 5.12. Meetings of the Trustees shall be held as frequently as may be decided by the Board of Trustees, provided they shall meet not less than twice in each year. Minutes shall be kept of all meetings and decisions taken.
- 5.13. A resolution of which all Trustees have been given notice and signed by the majority of Trustees shall be sufficient without the Trustees having to meet personally.
- 5.14. Proper books of account of the administration of finances of the Association shall be kept and financial accounts shall be drawn and audited annually by the auditors.

6. Powers of Trustees

- 6.1. The management and administration of the Association shall vest in the Board of Trustees which may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association itself.
- 6.2. The Trustees shall manage and control the business affairs of the Association, shall have full powers in the management and direction of such business including the right of appointment and dismissal of any managing agent.
- 6.3. The Trustee shall at all times have the rights to engage on behalf of the Association the services of accountants, auditors, attorneys, advocates, architects, engineers, town planners, managing agents, environmental consultants and any other professional persons or firm and/or any other employee/s whatsoever for any reasons thought necessary by the Trustees and on such terms as the Trustees shall decide.
- 6.4. The Trustees shall issue Architectural and Landscape Design Guidelines, Environmental Design and Maintenance instructions in respect of the Estate as they

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consider necessary and ensure that such guidelines and instructions are complied with at all times.

6.5. The Trustees shall have the right to appoint committees as they deem fit and to delegate powers to such committees.

6.6. The Trustees shall have the right to open a Bank account for the Association and to appoint the signatories thereto which shall be duly appointed Trustees and/or managing Agent and shall not be less than two Trustees.

7. Meetings of the Association

7.1. The annual general meeting shall be held on a date fixed by the Board of Trustees each year and twenty-eight (28) days written notice thereof, including the agenda, shall be sent to all Members. The agenda shall include a full annual report of the Board, the election of Trustees for the forthcoming year, adoption of the financial reports and determination and approval of the levy for the forthcoming year.

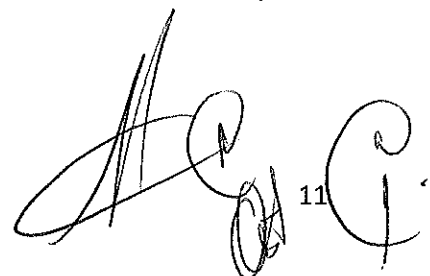
7.2. Special general meetings may be called by the Board of Trustees whenever they consider it desirable upon the requisition in writing of the majority of Trustees, provided not less than twenty-eight (28) days written notice is furnished to all Members specifying the business to be discussed.

7.3. The chairperson of the meeting shall be the chairperson of the Trustees and in his / her absence the Members present shall elect a chairperson.

7.4. The chairperson shall not have a casting vote at meetings of the Members and a quorum at all general meetings consist of Members (including persons holding proxies on behalf of Registered Owners) owning at least thirty five percent (35%) as per Section 55 of the Sectional Title Act of 2014, of the total votes, to which the Members present, in person or by proxy, are entitled.

7.5. If within half an hour from the time appointed for any meeting of the Association, a quorum is not present, the meeting shall be adjourned for a week, same date, same time, same location as per Section 56 of the Sectional Title Act 2014. If at such adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the Members present in person or by proxy and entitled to vote shall form a quorum.

7.6. General meetings of the Association shall be held at the Estate or at such other place as the Trustees may decide from time to time.



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7.7. Notices for meetings may be sent via email and meetings may be held via electronic means as well.

8. Proxies

8.1. A Member may be represented at a General meeting by a proxy, who shall be a Member of the Association. The instrument appointing a proxy shall be in writing signed by the Member concerned or his / her duly authorized agent, in writing as per Sectional Title Act, Section 65.

8.2. The instrument appointing a proxy must be lodged with the chairperson of the Meeting prior to commencement of the Meeting at which the proxy is to be utilized. A proxy shall be valid for the particular meeting only.

9. Voting

9.1. At every general meeting, resolutions shall be passed by a majority of those Members present and entitled to vote in person or by proxy.

9.2. Only Members duly registered, whose levies and all other amounts due and payable to the Association have been paid up to date, shall be entitled to vote either in person or by proxy at any general meeting as per Section 62 of the Sectional title Act of 2014.

9.3. A resolution put to the vote shall be decided on a show of hands unless either prior to or on the declaration by the chairperson of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.

9.4. When a poll is demanded, it shall be taken in such manner as the chairperson may direct, either immediately or after an interval or adjournment.

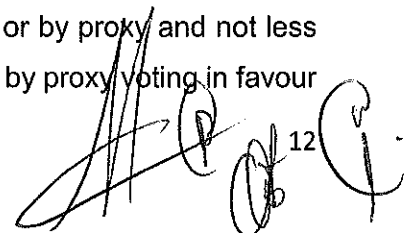
9.5. Every resolution and every amendment of a resolution proposed for adoption by a general meeting must be seconded at the meeting and if not seconded, shall be deemed not to have been proposed.

9.6. The chairperson of a general meeting shall not have a casting vote.

10. Special Resolutions

10.1. A special resolution may be passed at a general meeting of which not less than twenty-eight (28) days notice has been given specifying the intention to propose the special resolution, the details and reasons for the resolution.

10.2. A special resolution shall require not less than fifty percent (50%) of the total votes of all Members entitled to vote thereat being present in person or by proxy and not less than seventy five percent (75%) of those present in person or by proxy voting in favour



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of the resolution provided that where a poll has been demanded, by not less than seventy five percent (75%) of the total votes to which Members present in person or by proxy are entitled.

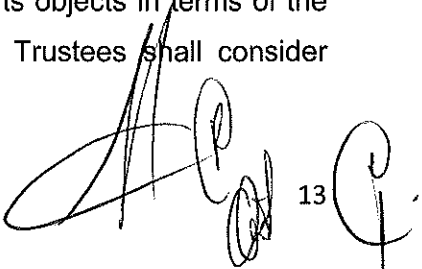
- 10.3. If less than fifty percent (50%) of the total votes of all the Members entitled to attend the meeting and vote thereat are present, or represented at a meeting called for the purpose of passing a special resolution, the meeting shall stand adjourned for seven (7) days, same time and venue as per (Section 56 of Sectional Title Act of 2014)
- 10.4. At the adjourned meeting, the Members who are present in person or by proxy and are entitled to vote may deal with the business for which the original meeting was convened and a resolution passed by not less than seventy five percent (75%) of the votes of such Members shall be deemed to be a special resolution even if less than the twenty five percent (25%) of the total votes are represented at such adjourned meeting, or where a poll has been demanded, by not less than seventy five percent (75%) of the total votes to which the Members present, in person or by proxy, are entitled.

11. Accounts

- 11.1. Proper books of account shall be kept of all financial transactions of the Association and shall be available at all reasonable times for inspection by any Member of the Association during normal business hours. (Section 33 of Sectional Title Act of 2014)
- 11.2. At each Annual General Meeting, the Trustees shall lay before the Association a proper annual financial statement duly audited and accompanied by a proper report of the Trustees and the Auditors. (Section 35 of Sectional Title Act of 2014)
- 11.3. Copies of the audited financial statements and reports shall be sent to all Members together with the notice of the annual general meeting. (Section 37 of Sectional Title Act of 2014)
- 11.4. The accounts of the Association shall be audited by the auditors at least once per year. (Section 38 of Sectional Title Act of 2014)

12. Levies

- 12.1. The Trustees may from time to time impose levies on Members for the purpose of meeting all the expenses in relation to the facilities and services, for the payment of all expenses necessary or reasonably incurred in connection with the management of the Association and its affairs and for the purpose of attaining its objects in terms of the Constitution. In calculating the amount of the levies, the Trustees shall consider income, if any, earned by the Association.

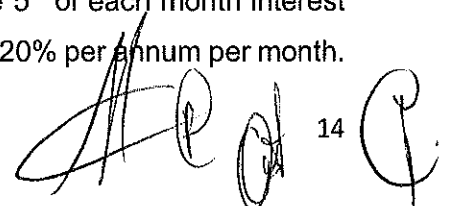


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- 12.2. The Trustees may from time to time where necessary, impose special levies upon the Members or call upon them to make special contributions in respect of any expenses legally incurred by the Association.
- 12.3. Levies shall not be payable in respect of any Properties reserved for the erection of any required support buildings and any land which will finally constitute public areas of the Estate.
- 12.4. Levies of unsold properties will be the responsibility of the developer until date of transfer.
- 12.5. Any amount due by a Member by way of a levy shall be a debt due by him / her to the Association and shall not be refundable on the Member ceasing to be a Member of the Association.
- 12.6. No Member shall be entitled to transfer his/her Property until the Association has certified that the Member has at the date of transfer paid all amounts owing by him to the Association. This certificate will be issued by the managing agent if any or the treasurer of the association.
- 12.7. In calculating the levy payable by each Member, the Trustees may as far as reasonably practical and in their sole discretion:
- 12.7.1. The participation quota (PQ Values) will be calculated on an equal share of 10Ha (Ten Hectares) per Erven/Plot regardless the decimal fractions and all Units/Plots will contribute the same amount of the total monthly expense.
- 12.7.2. Subject to the above, assign those costs related to the Land generally to the owners of all Properties for residential purposes equally provided however that the Trustees may in any case where considered equitable to do so, assign to any Member any greater or lesser share of the costs as may be reasonable in the circumstances.
- 12.8. The Trustees' decisions in calculating the levies shall be final and binding on all Members.
- 12.9. No Member shall be entitled to any privileges of Membership unless and until he/she shall have paid all levies and other amounts owing to the Association in respect of his/her Membership thereof.

13. Interests and Costs

- 13.1. If any payment by a Member is not made on or before the 5th of each month interest shall accrue and be payable by such Member calculated at 20% per annum per month.

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- 13.2. If any Member fails to pay any amount due to the Association and the Association hands the matter to an attorney and/or debt collector for recovery then the Member shall be liable for all costs including tracing agent's fees, collection commission and costs on an attorney/client scale.
- 13.3. The Association shall be entitled to charge an administration fee for all amounts due and unpaid on due date and in respect of any returned cheque or debit order in amounts to be determined from time to time by the Trustees.

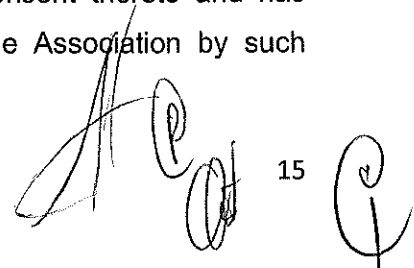

14. Fines

- 14.1. The Association shall have the right to impose a fine on any Member for contravention of any provision of this Constitution or Estate Rules made from time to time.
- 14.2. A list of the proposed fines shall be drawn up and may be amended from time to time by the Trustees and shall become effective as soon as a copy of the list has been sent to each Member at the same address and in the same manner that levy statements are sent to that Member.
- 14.3. Any Member shall be entitled to call for review of the list of the amounts of the proposed fines which shall be referred to the next annual general meeting of the Association and by ordinary resolution at such meeting the amount of the fines may be confirmed, altered or increased.
- 14.4. The offending Member shall be notified in writing by the Association of any alleged contravention and the amount of the fine to be imposed. The offending Member shall have fourteen (14) days within which to submit written representations for the fine to be waived or reduced whereafter the Trustees shall decide on the fine and their decision shall be final and binding on the Member.
- 14.5. Any fines payable shall be added to the next levy invoice due by that Member and shall be due and payable on the same date as that levy.

15. Alienation of Properties

- 15.1. A Member shall not in any manner alienate a Property unless :-

- 15.1.1. The proposed transferee has irrevocably bound himself / herself to become a Member of the Association and to observe the Constitution and Rules of the Association for the duration of his / her ownership of the Property.
- 15.1.2. The Association/Trustees has given its written consent thereto and has issued a clearance that all amounts owing to the Association by such Member have been paid.

 15 

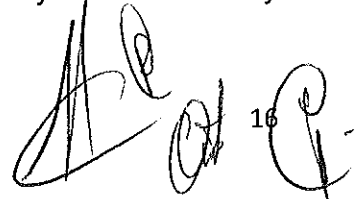
- 15.2. The proposed transferee acknowledges that upon the registration of transfer of the Property into his / her name, he / she shall *ipso facto* become a Member of the Association.
- 15.3. The provisions of the preceding clause shall apply *mutatis mutandis* to any alienation of any undivided share in a Property.
- 15.4. A registered owner may not at any time resign as a Member of the Association.
- 15.5. These restrictions, insofar as they are registrable, shall be registered against the title deeds of all Properties to give effect to the terms of this clause and the Members shall be bound by this clause whether or not such restrictions are registered.
- 15.6. For purposes hereof any sale, transfer disposition or alienation as referred to herein, shall include any sale or transfer of shares or members interest or beneficial interest by the Owner in the event of the registered owner being a company with share capital, or close corporation, a trust or any other legal entity.

16. Improvements of Properties

- 16.1. A Member shall not, without the prior written approval of the Association/Trustees:
 - 16.1.1. erect any building and / or structure of any nature on the Property;
 - 16.1.2. make any changes or alterations to existing buildings and / or structures on the Property.
- 16.2. The consent of the Association/Trustees, which may not be unreasonably withheld, shall only be given after detailed plans of the proposed work have been submitted to the Association and the Association has approved the proposed work.
- 16.3. All improvements must comply with such requirements as may be imposed by the Local Authority from time to time.

17. Other Restrictions in respect of Properties

- 17.1. A registered owner may apply for rezoning, subdivision or consolidation of his / her Property with the written consent of the Association/Trustees.
- 17.2. Each Property shall be subject to a right of access by employees, representatives, contractors and/or agents of the Association for the purpose of the construction and maintenance of services in respect of water, sewerage, drainage, electricity, gas and telecommunication services and shall include any roads, pathways and any other services, which right includes the right to place on such Property any material that may be excavated on the Property or any adjacent Property.



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18. Estate Rules

- 18.1. The Association shall be entitled to make Estate Rules to be enforced in regard to all aspects of the development, operation of the Estate and conduct of Members and their guests and the Members undertake to abide by all such rules as approved by the Association.
- 18.2. The right to make such Estate Rules, alter them from time to time and to enforce them, shall be the responsibility of the Trustees.

19. Liability of Members

- 19.1. No Member of the Association shall incur any personal liability in respect of acts done or liabilities incurred by or on behalf of the Association.
- 19.2. The Association shall not be liable for any damage caused to private residences and private property and the owners shall be obliged to ensure that adequate insurance is effected at their own cost to cover such eventualities.

20. Governing Law and Dispute Resolution

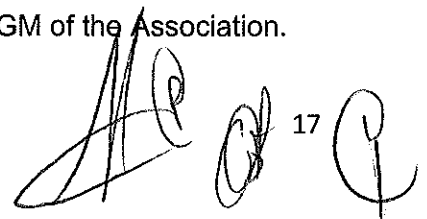
- 20.1. This Constitution shall be governed by the law of the Republic of Namibia.
- 20.2. Any dispute, question or difference arising at any time between Members or between Members and Trustees out of or in regard to any matters arising out of this Constitution or the rights and duties of any of the parties mentioned in this Constitution or the interpretation of this Constitution, shall be submitted to the Association/Trustees. If the dispute is not resolved by the Association/Trustees within thirty (30) days of such submission, the dispute shall be referred to and be decided by arbitration on notice given by any party to the other parties who are interested in the matter in question.
- 20.3. Arbitration shall be held in Windhoek in accordance with the rules of the ADR Forum (Pty) Ltd.

21. Service of Notices

Service of any notice on the Members required under this Constitution may be affected by electronic means (such as electronic mail). It is the obligation of each Member to ensure that the Association has up-to-date information on that Member.

22. Amendments to Constitution

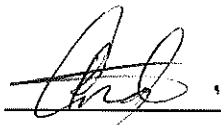
This Constitution, or any part thereof, may only be amended, repealed or altered by a Special Resolution adopted at an Annual General Meeting and/or Special AGM of the Association.

 17

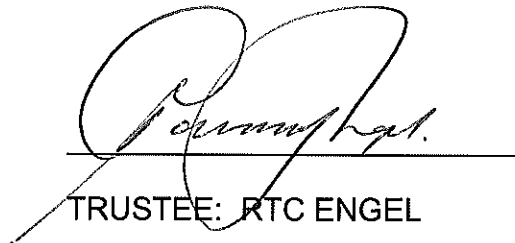
23. Ratification of Homeowners Conditions and Ownership of Roads

- 23.1. The homeowners' conditions created by the powers of attorney signed by the Seller for the transfer of Properties to Registered Owners, and / or recorded in the respective Agreements for Sale, are hereby (with the incorporation of the Association and the adoption of this Constitution) ratified.
- 23.2. The roads, consisting of Portion 25 of the Farm Klein Aub No 490, and Remaining Extent of Portion 1 of the Farm Klein Aub No 490, have been sold by the Seller and purchased by the Association for a price of N\$10,000 (ten thousand Namibia Dollars), which purchase price has already been paid.
- 23.3. All powers of attorney signed by the Seller for the creation of notarial deeds for servitudes for rights of way, reservoirs and boreholes in favour of the Association are hereby (with the incorporation of the Association and the adoption of this Constitution) ratified.

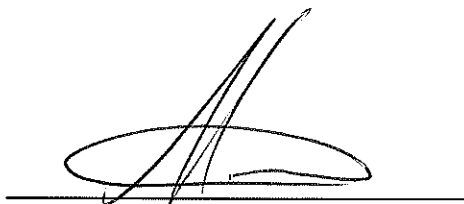
THIS ACCEPTED AND SIGNED IN WINDHOEK ON THIS 30 DAY
OF AUGUST 2021



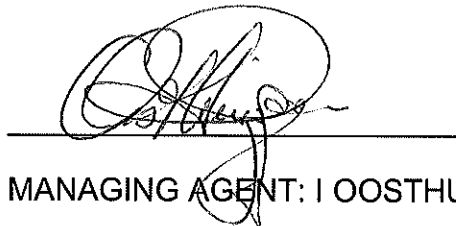
CHAIRPERSON: RV ENGEL



TRUSTEE: RTC ENGEL



TRUSTEE: L SMITH



MANAGING AGENT: I OOSTHUIZEN