



**STILBAAI DUINE
PROPERTY OWNER'S
HOMEOWNERS ASSOCIATION**



STILBAAI DUINE
PROPERTY OWNERS HOMEOWNERS ASSOCIATION
MANUAL

Amended: October 2019

INDEX

Document	Page No
1. Constitution – in Terms of Section 29 of Ordinance 15 of 1985	2-24
2. Constitution – Amendment letter to SARS, dated 17 May 2011	25-26
3. House Rules	27-33
4. Building Contractor's Code of Conduct	34-48
5. Tick List	49-50
6. Building Plan Design and Approval Process	51-56
7. Part A – Architectural Design Manual	57-92
8. Part B – Landscape Architecture Design Manual	93-100
9. Site Plan of Stilbaai Dunes Development	101

(as amended October 2019)

(as amended October 2019)

CONSTITUTION

IN TERMS OF SECTION 29 OF ORDINANCE 15 OF 1985
OF THE

**STILBAAI DUINE PROPERTY OWNERS HOMEOWNERS
ASSOCIATION**

(as amended October 2019)

INDEX

<u>Clause No.</u>		<u>Page</u>
1	Interpretation	4-5
2	Members of the Association	5
3	Main Object	5
4	Main Business	5-6
5 - 9	Conditions of Membership	6-7
10 - 15	Levies	7-8
16 - 17	Members' Obligations	8-10
18	Breach	10-11
19	Cessation of Membership	11
20 - 22	Trustees	11
23	Appointment of Trustees	12
24 - 26	Removal and Rotation of Trustees	12
27 - 32	Office of Trustees	12-13
33 - 37	Functions and Powers of Trustees	13-14
38 - 45	Proceedings of Meetings of Trustees	14-15
46	Other Professional Officers	15
47 - 49	General Meetings of the Association	15
50 - 51	Notice of Meetings	15-16
52 - 55	Service of Notices of Meetings	16
56	Venue of Meetings	16
57 - 58	Quorum	17
59	Agenda at Meetings	17
60 - 62	Procedure at General Meetings	17-18
63	Minutes of Meetings of the Association	18
64 - 65	Proxies	18-19
66 - 72	Voting	19-20
73	Financial Year End	20
74 - 75	Accounts	20-21
76	Deposit and Investment of Funds	21
77 - 78	Audit	21
79	Indemnity	21-22
80	Privilege in respect of Defamation	22
81 - 87	Arbitration	22-23
88	Domicilium Citandi Et Executandi	23
89	Amendment	23
90	Addendums to the Constitution	24
91	Dissolution	24

(as amended October 2019)

INTERPRETATION

1. In these presents:

1.1 The following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

- "these presents" means this Constitution and regulations and by-laws of the Association from time to time in force;
- "local authority" means the Hessequa Municipality or local authority for the time being;
- "developer" means STILBAAI DUNES (Pty) Ltd. Reg. Nr. 2007/020360/07
- registered owner" means the party or parties acquiring ownership and taking transfer of one or more single residential erf resulting from the subdivision of ERF 1021 STILBAAI EAST in the Hessequa Municipality
- "development" means the township resulting from the subdivision of ERF 1021 STILBAAI EAST in the Hessequa Municipality, known as Stilbaai Dunes;
- "erven" means the single residential erven resulting from the subdivision of 1021 Stilbaai East in the Hessequa Municipality ;
- "erf" means one of the erven;
- "association" means the STILBAAI DUINE PROPERTY OWNER'S HOMEOWNERS ASSOCIATION;
- "office" means the administrative office of the Association;
- "member" means the member of the STILBAAI DUINE PROPERTY OWNER'S HOMEOWNERS ASSOCIATION;
- "trustees" means the Trustees of the Association from time to time and includes alternate and co-opted Trustees;
- "chairman" means the Chairman of the Trustees;
- "vice-chairman" means the Vice-Chairman of the Trustees;
- "secretary" means the Secretary of the Trustees";
- "auditors" means the Auditors of the Association;
- "resolution" means a Resolution other than a Special Resolution passed at an Annual General Meeting or a Special General Meeting by an ordinary majority of the total votes represented at such meeting by Members present in person or by proxy;

(as amended October 2019)

"special resolution"	means a Resolution: passed at an Annual General Meeting or a Special General Meeting whereat Members present in person or by proxy represent 10% (ten percentum) of the total votes; and passed by majority of 75% (seventy five percentum) of the total votes represented by Members present in person or by proxy;
"business day"	means weekdays other than Saturdays, Sundays and Public Holidays;
"month"	means calendar month;
"year"	means calendar year;
"in writing"	means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
"constitution"	means the Constitution in terms of Section 29 of Ordinance No. 15 of 1985.

- 1.2 Unless the context otherwise requires, any words importing the singular number only shall include the plural number, and vice versa and words importing any one gender only shall include the other genders.

MEMBERS OF THE ASSOCIATION

- 2.1 The ASSOCIATION which is hereby constituted is comprised of a single MEMBER, namely, the DEVELOPER.
- 2.2 Every REGISTERED OWNER shall upon registration of transfer into his name of an Erf *ipso facto* become a MEMBER subject to the terms contained herein and in particular in 5 to 9 hereof.

MAIN OBJECT

- 3.1 The sole object of the ASSOCIATION shall be to manage to collective interests common to all its MEMBERS, which shall include expenditure applicable to the common immovable property concerned and the collection of levies for which the MEMBERS shall be liable.
- 3.2 The ASSOCIATION shall not be permitted to distribute any of its funds to any person other than to a similar organization as referred to in 91.

MAIN BUSINESS

- 4.1 The main business of the ASSOCIATION shall be the general management and administration of the DEVELOPMENT.
- 4.2 Such business shall include the maintenance of buildings, services and amenities situate in the DEVELOPMENT, for the maintenance of which the LOCAL AUTHORITY is not responsible in terms of the Land Use Planning Ordinance, 15/1985. The ASSOCIATION shall be responsible for the maintenance of the combined private sewage system on ERF 1021 STILBAAI EAST in the Hessequa Municipality.

(as amended October 2019)

- 4.3 The ASSOCIATION shall take transfer of the common property excluding the parking area.
- 4.4 The ASSOCIATION shall not knowingly be a party to, or knowingly permit itself to be used as part of any transaction, operation, or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would become payable by any person under the Income Tax Act 58 of 1962 or any other Act administered by the Commissioner for the South African Revenue Services.

CONDITIONS OF MEMBERSHIP

5. Membership of the ASSOCIATION shall be limited to the DEVELOPER (for as long as it is a REGISTERED OWNER) and REGISTERED OWNERS resulting from the subdivision of ERF 1021 STILBAAI EAST in the Hessequa Municipality, provided that where any such owner is more than one person, all the REGISTERED OWNERS of that ERF shall be deemed jointly and severally to be one MEMBER of the ASSOCIATION.
6. When a MEMBER ceases to be the REGISTERED OWNER of an ERF, he shall *ipso facto* cease to be a MEMBER of the ASSOCIATION.
7. Insofar as the following condition is embodied in the Deed of Transfer relating to each ERF resulting from the subdivision of ERF 1021 STILBAAI EAST in the Hessequa Municipality, as a condition of title:

"The ERF shall not be transferred without the written consent of the STILBAAI DUINE PROPERTY OWNER'S HOMEOWNERS ASSOCIATION of which the Transferee and his successors in title shall be a MEMBER."

Such consent shall not be withheld, provided that:

- 7.1 the REGISTERED OWNER of the ERF in question has fulfilled all his financial obligations to the ASSOCIATION in terms of this Constitution; and
- 7.2 the Agreement of Sale concluded between the REGISTERED OWNER and Purchaser of the said ERF contains the following term:

"The PURCHASER acknowledges that upon registration of transfer of the PROPERTY into his name he is obliged to become a member of the Home Owners Association in respect of the DEVELOPMENT subject to the RULES and that he shall remain a member of such Association for as long as he owns the PROPERTY. The PURCHASER further acknowledges that his successors-in-title shall be similarly obliged to become and remain members of the said Association. The PURCHASER further agrees to abide by and fulfil his obligations in terms of the RULES, at all times. The RULES are available for inspection at the offices of the ATTORNEYS."

8. A REGISTERED OWNER may not resign as a MEMBER.

(as amended October 2019)

9. The rights and obligations of a MEMBER shall not be transferable and every MEMBER shall:
- 9.1 to the best of his ability further the objects and interests of the ASSOCIATION;
 - 9.2 observe all by-laws and regulations made by the ASSOCIATION or the TRUSTEES;
 - 9.3 1% (one percent) of the purchase price (including all future resale's) of each property shall be paid over to the Property Owners Association Trust Account;
 - 9.3.1 50% (fifty percent) of the proceeds paid over to the Property Owners Association Trust Account as refer to above shall be used to ensure continued development and management of the Resort component of the development;
- provided that nothing contained in this Constitution shall prevent a MEMBER from ceding his rights in terms of this Constitution as security to the Mortgagee of that MEMBER'S ERF.
- 9.4 obtain a levy clearance certificate and consent from the Managing Agent. The consent must be signed by the Developer and after selling of all the erven, by the Chairman or Managing Agent.
 - 9.5 all sales of property must be processed through the offices of Stilbaai Duine Properties (estate agency) to ensure that all the correct steps are taken and to ensure that the 1% sales levy is obtained for the POA. Furthermore to ensure that the sales register of properties are well managed and kept up to date at a central sales office on site.

LEVIES

10. The TRUSTEES shall establish and maintain a levy fund, to which end they shall from time to time make levies upon the REGISTERED OWNERS in such amounts as are in their opinion sufficient for the control, management and administration of the DEVELOPMENT, for the payment of any and all local authority charges, and charges for the supply of any services required by the ASSOCIATION for recovering any losses suffered by the ASSOCIATION, and for the discharge of any other obligation of the ASSOCIATION.
11. The TRUSTEES shall estimate the amount which shall be required by the ASSOCIATION to meet the aforesaid expenses during each operational year or any portion thereof, together with the estimated deficiency, if any, as may have resulted from the preceding operational year or portion thereof, and shall make a levy upon the REGISTERED OWNERS, equal as nearly as is reasonably practical to such estimated amount. The TRUSTEES may include in such levies an amount to be held in reserve to meet any anticipated future expenditure not of an annual nature, such expenses to be incurred for the DEVELOPMENT. Every such levy shall be payable monthly on the first day of every calendar month.
12. The TRUSTEES may from time to time make special levies upon the MEMBERS in respect of all such expenses as are mentioned in 10 (which are not included in any estimate made in terms of 11), and such levies may be imposed and be payable in one sum or by such instalments and at such time or times as the TRUSTEES shall deem fit.
13. Any amount due by a MEMBER by way of a levy shall be a debt due by him to the ASSOCIATION. The obligation of a MEMBER to pay a levy shall cease upon his ceasing to be a REGISTERED OWNER, save that he shall remain liable for all levies calculated up to the date upon which he ceases to be a REGISTERED OWNER. No levies paid by a MEMBER shall under any circumstances be repayable by the ASSOCIATION upon his ceasing to be a MEMBER. A

(as amended October 2019)

MEMBER'S successor-in-title to an Erf shall be liable as from the date upon which he becomes a MEMBER pursuant to the transfer of that erf, to pay the levy attributable to that erf.

- 14.1 In calculating levies the TRUSTEES shall take into account income, if any, earned by the ASSOCIATION, and the allocation of voting rights to MEMBERS, as recorded in 66 *infra*.
- 14.2 The levy payable by a MEMBER shall bear the same proportion to the total levy imposed on MEMBERS as that MEMBER'S voting right bears to the aggregate voting rights of all MEMBERS, as set out in 66 *infra*.
- 14.3 Notwithstanding the provisions above, in respect of the maintenance and/or upkeep or other expenses relating to the private road the TRUSTEES shall be entitled to impose special levies only on those owners using the said road.
15. No MEMBER shall be entitled to any of the privileges of membership unless and until he shall have paid every subscription and other sum (if any) which shall be due and payable to the ASSOCIATION in respect of his membership thereof.

MEMBERS' OBLIGATIONS

16. The TRUSTEES may from time to time:
- 16.1 make regulations governing, inter alia, the external appearance of and the maintenance of the PUBLIC AREA and the buildings or other improvements erected thereon;
- 16.2 enter into agreement(s) with third parties on behalf of the ASSOCIATION, inter alia, the local authority, governing the matters set out in 16.1 and any other matters incidental thereto.
- 17.1 Each MEMBER undertakes to the ASSOCIATION that he shall comply with:
- 17.1.1 the provisions of this Constitution;
- 17.1.2 any regulations made in terms of 16.1;
- 17.1.3 any agreements referred to in 16 insofar as those agreements may directly or indirectly impose obligations on him.
- 17.2 Each MEMBER further undertakes to the ASSOCIATION that he shall comply with, *inter alia*, the following specific regulations to be issued by the TRUSTEES:
- 17.2.1 That the DEVELOPMENT shall be developed in accordance with a standard approved by the DEVELOPER and according to specific Architectural Guidelines as set and approved by die DEVELOPER, and after the DEVELOPER has ceased to be a MEMBER, by the TRUSTEES;
- 17.2.2 That the DEVELOPMENT shall be maintained in good and tidy condition in compliance with standards set from time to time by the TRUSTEES;
- 17.2.3 That no further building operations shall be commenced in the DEVELOPMENT and no additions or alterations to approved buildings shall be effected upon completion of the DEVELOPMENT by the DEVELOPER until the TRUSTEES have in writing approved the design and construction plans including material and colour

(as amended October 2019)

specifications for the erection of any building or structure specifically including a dwelling house, outside buildings, fences or walls;

- 17.2.4 That, upon completion of the DEVELOPMENT, the TRUSTEES shall be the judges as to the suitability of the design and/or construction method, material or colours and their decision shall be final;
- 17.2.5 That each REGISTERED OWNER shall care for any trees on the ERF registered in his name and he shall not remove or cut down, or cause to be removed or cut down, any trees situated as aforesaid without the prior written consent of the TRUSTEES;
- 17.2.6 That each REGISTERED OWNER shall establish and maintain a garden as suggested and set out by the Landscaping Guidelines on the ERF registered in his name and according to a standard approved by the TRUSTEES;
- 17.2.7 That each REGISTERED OWNER shall maintain in a neat and tidy condition all buildings and/or structures erected on the ERF registered in his name;
- 17.2.8 That each REGISTERED OWNER shall adequately insure all building and/or structures erected on the ERF registered in his name (and if requested, to furnish proof of such insurance to the TRUSTEES) and in the event of total/partial destruction he shall within a reasonable time period make good such damage or reconstruct in accordance with the original approved plans or in the event of total reconstruction in accordance with the TRUSTEES' approval mutatis mutandis the provisions of 17.2.1 to 17.2.3 inclusive.
- 17.2.9 That no REGISTERED OWNER shall, without the prior written consent of the TRUSTEES:
- 17.2.9.1 alter the previously approved external colour scheme of buildings / structures erected on the ERF registered in his name;
 - 17.2.9.2 erect / construct on the ERF registered in his name any solar heating system, outdoor radio aerial, outdoor television aerial or other aerial(s) and/or similar structures;
 - 17.2.9.3. permit any commercial type vehicle, boat, caravan, trailer, or any derelict or abandoned vehicle to be parked on or in front of the ERF registered in his name or in the PUBLIC AREA which in the opinion of the TRUSTEES is unsightly;
 - 17.2.9.4 do or suffer to be done on the ERF registered in his name anything which in the opinion of the TRUSTEES is noisome, unsightly, injurious, objectionable or detrimental, or a public or private nuisance or a source of damage or disturbance to any owner, tenant or occupier of any other property in the township in which the ERF is situated.
- 17.2.10 Each REGISTERED OWNER shall be obliged to obtain the approval of the local authority in respect of any buildings and/or structures to be erected on the ERF registered in his name and he shall further be obliged to comply with all conditions and standards imposed by such local authority.

(as amended October 2019)

- 17.2.11 In granting any approval in terms hereof the TRUSTEES shall have the right to determine the siting of all buildings and/or structures (including garden/boundary/link walls) to be erected on the ERF and to impose such conditions as the TRUSTEES deem necessary.
- 17.2.12 Each REGISTERED OWNER, tenant or occupier of an ERF shall not be allowed to keep any dogs or cats on the ERF neither permanent nor temporarily.
- 17.2.13 That the REGISTERED OWNER will exclusively make use of the services and/or products as supplied by the List of Professionals as approved and appointed by the DEVELOPER and after the DEVELOPER has ceased to be a MEMBER, by the TRUSTEES.
- 17.2.13.1 Each REGISTERED OWNER shall be obliged to obtain written approval should he/she choose to engage and appoint any other professional person other than those of the approved list of Professionals from the DEVELOPER and after the DEVELOPER has ceased to be a MEMBER, by the TRUSTEES.
- 17.3 If any REGISTERED OWNER, tenant or occupier of an ERF by act or omission commits a breach of any of these conditions and fails to remedy such breach after the TRUSTEES have given the REGISTERED OWNER written notice to make good such breach within a time specified in such notice then:
- 17.3.1 The TRUSTEES and/or the DEVELOPER and/or the owner of property in the township in which the ERF in question is situated shall be entitled without further notice to the REGISTERED OWNER to institute proceedings against the REGISTERED OWNER in any Court of competent jurisdiction to obtain redress against the REGISTERED OWNER and without detracting from the generality of the foregoing including obtaining of an interdict against the REGISTERED OWNER.
- 17.3.2 The TRUSTEES (or those employed by the TRUSTEES on behalf of the ASSOCIATION) may enter upon the ERVEN to take such action as may be required (as determined in the discretion of the TRUSTEES) to remedy the breach and the REGISTERED OWNER concerned shall be liable to the ASSOCIATION for all costs so incurred which costs shall be due and payable upon demand. The foregoing action shall, without detracting from the generality of the foregoing, include the obtaining of the services of a garden service company.

BREACH

- 18.1 Any MEMBER who fails to make payment to the Association on due date of any monthly subscription or other amounts payable by such MEMBER, or who otherwise breaches or fails in the observance of any of the provisions of these presents, may, if so determined by a resolution passed by not less than (3) three of the TRUSTEES present at a meeting of TRUSTEES.
- 18.1.1 be fined by the ASSOCIATION in an amount not exceeding an amount equal to double the sum outstanding; and/or
- 18.1.2 be ordered to pay to the ASSOCIATION or any MEMBER or other person aggrieved by the breach or failure in question, such sum as compensation;

(as amended October 2019)

18.1.3 be liable for and pay all legal costs including costs as between attorney and client, collection commission, expenses and charges incurred by the ASSOCIATION in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such MEMBER to the ASSOCIATION.

as in each case shall have been determined at such meeting of TRUSTEES.

- 18.2 The MEMBER concerned shall be invited to attend such meeting of TRUSTEES by notice in writing delivered to such MEMBER not less than 7 (seven) days prior to the holding thereof, and such MEMBER shall be given the right to speak thereat, and to be represented legally, but not to be present at the voting or to take part in the proceedings, other than as allowed by the CHAIRMAN of such meeting.
- 18.3 The TRUSTEES shall be entitled to charge interest an arrear amounts at such rate as they may from time to time determine.
- 18.4 Nothing in the aforesaid foregoing shall derogate from or in any way diminish the right of the ASSOCIATION represented by an authorised TRUSTEE to institute proceedings in any Court of competent jurisdiction for recovery of any money due by a MEMBER.

CESSATION OF MEMBERSHIP

19. No MEMBER ceasing to be a MEMBER of the ASSOCIATION for any reason shall (nor shall any such MEMBER'S executor, curator, 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 his estate any arrears of subscriptions or other sums due from him to the ASSOCIATION at the time of his so ceasing to be a MEMBER.

TRUSTEES

20. There shall be a Board of TRUSTEES of the ASSOCIATION which shall consist of not less than 2 (TWO) and not more than 5 (FIVE) persons, the exact number to be determined from time to time at the Annual General Meeting of the ASSOCIATION.
21. A TRUSTEE shall be an individual, but need not himself be a MEMBER of the ASSOCIATION, provided that a majority of TRUSTEES shall be MEMBERS. A TRUSTEE, however, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of these presents.
- 22.1 For as long as the DEVELOPER is a MEMBER it shall be entitled to nominate and appoint one of the TRUSTEES.
- 22.2 Once the DEVELOPER ceases to be a MEMBER of the ASSOCIATION, the TRUSTEES shall comprise not less than 1 (ONE) REGISTERED OWNER who is a permanent resident of the DEVELOPMENT.

(as amended October 2019)

APPOINTMENT OF TRUSTEES

23. All the initial TRUSTEES shall be appointed by the DEVELOPER and until so appointed the DEVELOPER shall, notwithstanding 20, be sole TRUSTEE.

REMOVAL AND ROTATION OF TRUSTEES

24. Save as set forth in 25, each TRUSTEE shall continue to hold office until the Annual General meeting next following his said appointment, at which meeting each TRUSTEE shall be deemed to have retired from office as such, but will be eligible for re-election to the TRUSTEES at such meeting.

25. A TRUSTEE shall be deemed to have vacated his office as such upon:

- 25.1 his estate being sequestrated, whether provisionally or finally, or his surrendering his estate;
- 25.2 his making any arrangement or composition with his creditors;
- 25.3 his conviction for any offence involving dishonesty;
- 25.4 his becoming of unsound mind or being found lunatic;
- 25.5 his resigning from such office IN WRITING delivered to the SECRETARY;
- 25.6 his death; or
- 25.7 his being removed from office by a resolution of the MEMBERS of the ASSOCIATION, requiring a simple majority, before the termination of his period of office;

provided that anything done in the capacity of a TRUSTEE in good faith, by a person who ceases to be a TRUSTEE, shall be valid until the fact that he is no longer a TRUSTEE has been recorded in the Minute Book of the TRUSTEES.

26. Should the OFFICE of a TRUSTEE fall vacant prior to the next Annual General Meeting, the vacancy in question shall be filled by a person nominated by those remaining TRUSTEES for the time being, and he shall hold office until the next General Meeting when he shall be eligible for re-election.

OFFICE OF TRUSTEES

27. The first CHAIRMAN, and VICE-CHAIRMAN, shall be appointed by the DEVELOPER, and such office bearers shall hold their respective offices until the First Annual General Meeting following the date of their appointment, provided that any such office shall *ipso facto* be vacated by the TRUSTEE holding such office upon his ceasing to be a TRUSTEE for any reason.

28. At the first Annual General Meeting the TRUSTEES shall appoint from amongst themselves a CHAIRMAN and VICE-CHAIRMAN.

29. Within 7 (seven) days of the holding of such Annual General Meeting, the TRUSTEES shall meet and shall elect from their own number the CHAIRMAN and VICE-CHAIRMAN, who shall hold their respective offices until the Annual General Meeting held next after their said appointment,

(as amended October 2019)

provided that the OFFICE of the CHAIRMAN or VICE-CHAIRMAN shall *ipso fact* be vacated by the TRUSTEE holding such office upon his ceasing to be a TRUSTEE for any reason. No one TRUSTEE shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in any of the aforesaid offices at any time, the TRUSTEES shall immediately meet to appoint one of their number as a replacement in such office.

30. Save as otherwise provided in these presents, the CHAIRMAN shall preside at all meetings of the TRUSTEES, and all General Meetings of MEMBERS, and shall perform all duties incidental to the OFFICE of CHAIRMAN and such other duties as may be prescribed by the TRUSTEES or by MEMBERS, and to allow or refuse to permit guests to speak at any such meetings provided, however, that any such guests shall not be entitled to vote at any such meetings.
31. The VICE-CHAIRMAN shall assume the powers and duties of the CHAIRMAN in the absence of the CHAIRMAN, or his inability or refusal to act as CHAIRMAN, and shall perform such other duties as may from time to time assigned to him by the CHAIRMAN or the TRUSTEES.
32. TRUSTEES shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as TRUSTEES and/or CHAIRMAN, VICE-CHAIRMAN, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.

FUNCTIONS AND POWERS OF TRUSTEES

33. Subject to the express provisions of these presents, the TRUSTEES shall manage and control the business and affairs of the ASSOCIATION, shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in these presents, may exercise all such powers of the ASSOCIATION, and do all such acts on behalf of the ASSOCIATION as may be exercised and done by the ASSOCIATION, and as are not by these presents required to be exercised or done by the ASSOCIATION in General Meeting subject nevertheless to such regulations as may be prescribed by the ASSOCIATION in General Meeting from time to time, provided that no regulation made by the ASSOCIATION in General Meeting shall invalidate any prior act of the TRUSTEES which would have been valid if such regulation had not been made.
34. The TRUSTEES shall have the right to vary, cancel or modify any of their decisions and RESOLUTIONS from time to time.
35. The TRUSTEES shall have the right to co-opt any person or persons chosen by it. A co-opted TRUSTEE shall enjoy all the rights and be subject to all the obligations of the TRUSTEES, provided that such co-opted TRUSTEE shall enjoy no voting rights, casting or otherwise.
36. The TRUSTEES may, should they so decide, investigate any suspected or alleged breach by any MEMBER or TRUSTEE of these presents, in such reasonable manner as they shall decide from time to time.
37. The TRUSTEES may make regulations and by-laws, not inconsistent with these presents, or any regulations or by-laws prescribed by THE ASSOCIATION in General Meeting:
 - 37.1 as to disputes generally;
 - 37.2 for the furtherance and promotion of any of the objects of the ASSOCIATION;
 - 37.3 for the better management of the affairs of the ASSOCIATION;

(as amended October 2019)

- 37.4 for the advancement of the interests of Members;
 - 37.5 for the conduct of TRUSTEES at meetings of TRUSTEES and Meetings of the ASSOCIATION;
 - 37.6 to levy and collect contributions from the MEMBERS in accordance with 10 to 15 *infra*; and
 - 37.7 to assist it in administering and governing its activities generally;
- and shall be entitled to cancel, vary or modify any of the same from time to time.

PROCEEDINGS OF MEETINGS OF TRUSTEES

- 38.1 The TRUSTEES may meet for the despatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to any provisions of these presents.
- 38.2 Meetings of the TRUSTEES shall be held at least once every six months.
- 39.1 A TRUSTEE may at any time convene a meeting of TRUSTEES by giving to the other TRUSTEES not less than 7 (seven) days' written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting; provided that in cases of urgency such shorter notice as is reasonable in the circumstances may be given.
- 39.2 Any mortgagee holding a first mortgage bond or bonds over the ERVEN shall, if he so requires of the TRUSTEES, be entitled to receive reasonable written notice of all meetings of TRUSTEES.
- 40. The quorum necessary for the holding of any meeting of TRUSTEES shall be 1 (ONE) TRUSTEE where there are 2 (TWO) TRUSTEES and 3 (THREE) TRUSTEES where there are more than 4 (FOUR) TRUSTEES.
- 41. The CHAIRMAN shall preside as such at all meetings of TRUSTEES provided that should at any meeting of TRUSTEES the CHAIRMAN not be present within 5 (five) minutes after the time appointed for the holding thereof, then the VICE-CHAIRMAN shall act as CHAIRMAN at such meeting, provided further that should the VICE-CHAIRMAN also not be present within 5 (five) minutes of the time appointed for the holding of such meeting, those present of the TRUSTEES shall vote to appoint a CHAIRMAN for the meeting, who shall thereupon exercise all the powers and duties of the CHAIRMAN in relation to such meeting.
- 42.1 The TRUSTEES shall:
 - 42.1.1 ensure that Minutes are taken of every meeting of TRUSTEES, although not necessarily verbatim, which Minutes shall be reduced to writing without undue delay after the meeting will have closed and shall then be certified correct by the CHAIRMAN of the meeting;
 - 42.1.2 cause such Minutes to be kept of all meetings of the TRUSTEES in a Minute Book of Meeting of TRUSTEES kept for the purpose;
- 42.2 The TRUSTEES shall keep all Minute Books of Meetings of TRUSTEES in perpetuity.
- 42.3 On the written application of any MEMBER, the TRUSTEES shall make all Minutes of their proceedings available for inspection by such MEMBER.

(as amended October2019)

43. All competent resolutions recorded in the Minutes of any meeting of TRUSTEES shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions and until varied or rescinded, but no resolution or purported resolution of the TRUSTEES shall be of any force or effect, or shall be binding upon the MEMBERS or any of the TRUSTEES, unless such resolution is competent within the powers of the TRUSTEES.
44. Save as otherwise provided in these presents, the proceedings at any meeting of TRUSTEES shall be conducted in such reasonable manner and form as the CHAIRMAN of the meeting shall decide.
45. A resolution signed by all the TRUSTEES shall be valid in all respects as if it had been duly passed at a meeting of TRUSTEES duly convened.

OTHER PROFESSIONAL OFFICERS

46. Save as specifically provided otherwise in this Constitution, the TRUSTEES shall at all times have the rights to engage on behalf of the ASSOCIATION, the services of Accountants, Auditors, Attorneys, Advocates, Architects, Engineers, any other person, professional or otherwise, 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, subject to any of the provisions of these presents.

GENERAL MEETINGS OF THE ASSOCIATION

- 47.1 The ASSOCIATION shall before 31 December in each calendar year, hold a General Meeting as its Annual General Meeting, in addition to any other General Meetings during that year, and shall specify the meeting as such in the notices calling it, in terms of 50 *infra*.
- 47.2 Such Annual General Meeting shall be held at such time and place, subject to the foregoing provisions, as the TRUSTEES shall decide from time to time.
48. All General Meetings other than Annual General Meetings shall be called Special General Meetings.
49. The TRUSTEES may, whenever they deem fit, convene a Special General Meeting, and a Special General Meeting shall also be convened on a requisition made by MEMBERS, or in default, may be convened by the requisitionists themselves, provided that notice thereof be given in terms of 50 *infra*.

NOTICE OF MEETINGS

50. An Annual General Meeting and a meeting called for the passing of a SPECIAL RESOLUTION, shall be called by 21 (twenty-one) days' notice in writing at the least, and a Special General Meeting, other than one called for the passing of a special resolution, shall be called by 14 (fourteen) days' notice in writing at the least. In each case, the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting and, in the case of special business, in addition to any other requirements contained in these presents, the general nature of that business, and in the case of a SPECIAL RESOLUTION, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the TRUSTEES to such persons as are under these presents entitled to receive such notices from the ASSOCIATION; provided that a General

(as amended October 2019)

Meeting of the ASSOCIATION shall, notwithstanding that it is called by shorter notice than that specified in these presents, be deemed to have been duly called if it is so agreed:

50.1 in the case of a meeting called as the Annual General Meeting, by an ordinary majority of votes represented by MEMBERS entitled to attend and vote thereat, present in person or by proxy, being a majority together holding not less than 10% (ten centum) of the total voting rights of all MEMBERS;

50.2 in the case of a Special General Meeting, by an ordinary majority of votes represented by MEMBERS entitled to attend and vote thereat, present in person or by proxy, being a majority together holding not less than 10% (ten per centum) of a total voting rights of all MEMBERS.

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

SERVICE OF NOTICES OF MEETINGS

52. A notice of a meeting shall be IN WRITING and shall be given or served by the ASSOCIATION upon any MEMBER, either personally, by email or by post in a prepaid registered letter, properly addressed to the MEMBER at the street address of the ERF owned by him or his/her personal email address.

53. No MEMBER shall be entitled to have a notice of a meeting served on him at any address not within the Republic of South Africa, but any MEMBER may require the ASSOCIATION, by notice, to record an address within the Republic of South Africa which shall be deemed to be his address for the purpose of the service of notices.

54. Any notice of a meeting sent by post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by post, shall be sufficient to prove that the letter containing the notice was properly addressed and posted

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

VENUE OF MEETINGS

56. General Meetings of the ASSOCIATION shall take place at such place/s as shall be determined by the TRUSTEES from time to time.

(as amended October 2019)

QUORUM

57. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any General Meeting shall be such of the MEMBERS entitled to attend and vote thereat, as together for the time being represent 10% (ten per centum) of the total votes of all MEMBERS of the ASSOCIATION entitled to vote for the time being, save that not less than 4 (FOUR) MEMBERS must be personally present.
58. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same place and time, or at such other place as the CHAIRMAN of the meeting shall appoint, and if at such adjourned meeting a quorum is not present, the MEMBERS present shall be a quorum.

AGENDA AT MEETINGS

59. In addition to any other matters required by the Act or these presents, to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:
- 59.1 the consideration of the CHAIRMAN'S report to the TRUSTEES;
 - 59.2 the election of the TRUSTEES;
 - 59.3 the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions.
 - 59.4 the consideration of the balance sheet of the ASSOCIATION for the last financial year of the ASSOCIATION preceding the date of such meeting;
 - 59.5 the consideration of the report of the Auditors;
 - 59.6 the consideration of the total levy (as referred to in 11) for the calendar year during which such Annual General Meeting takes place; and
 - 59.7 the consideration and fixing of the remuneration of the AUDITORS for the financial year of the ASSOCIATION preceding the Annual General Meeting.

PROCEDURE AT GENERAL MEETINGS

60. The CHAIRMAN shall preside as such at all General Meetings, provided that should he not be present within five minutes after the time appointed for the holding thereof, then the VICE-CHAIRMAN shall act as CHAIRMAN at such meeting, provided further that should the VICE-CHAIRMAN also not be present within five minutes of time appointed for the holding of such meeting, then the MEMBERS present at such meeting entitled to vote shall vote to appoint a CHAIRMAN for the meeting, who shall thereupon exercise all the powers and duties of the CHAIRMAN in relation to such meeting.

(as amended October 2019)

61. The CHAIRMAN may, with the consent of any General Meeting at which a quorum is present (and if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the MEMBERS shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjournment meeting.
62. Except as otherwise set forth in these presents, all General Meetings shall be conducted in accordance with procedures to be stipulated by the TRUSTEES from time to time, which procedures shall be recorded in the Notices refer to in 52 - 55 inclusive.

MINUTES OF MEETINGS OF THE ASSOCIATION

- 63.1 The TRUSTEES shall:
- 63.1.1 ensure that Minutes are taken of every meeting of the ASSOCIATION, although not necessarily verbatim, which Minutes shall be reduced to writing without undue delay after the meeting will have closed and shall then be certified correct by the CHAIRMAN of the meeting;
- 63.1.2 cause such minutes to be kept of all meetings of the ASSOCIATION in a Minute Book of Meetings of the ASSOCIATION kept for the purpose.
- 63.2 The TRUSTEES shall keep all Minute Books of Meetings of the ASSOCIATION in perpetuity.
- 63.3 On the written application of any MEMBER, the TRUSTEES shall make all Minutes of the proceedings and/or meetings of the ASSOCIATION available for inspection by such MEMBER.
- 63.4 All competent resolutions recorded in the Minutes of any meeting of the ASSOCIATION shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the ASSOCIATION shall be of any force or effect, or shall be binding upon the MEMBERS or any of the TRUSTEES, unless such resolution is competent within the powers of the ASSOCIATION.
- 63.5 Save as otherwise provided in these presents, the proceedings at any meeting of the ASSOCIATION shall be conducted in such reasonable manner and form as the CHAIRMAN of the meeting shall decide.

PROXIES

- 64.1 A MEMBER may be represented at a General Meeting by a proxy, who need not be a MEMBER of the ASSOCIATION.

(as amended October 2019)

- 64.2 The instrument appointing a proxy shall be in writing signed by the MEMBER concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where a MEMBER is more than one person, any one of these persons may sign the instrument appointing a proxy on such MEMBER'S behalf. Where a MEMBER is a company, the same may be signed by the CHAIRMAN of the Board of Directors of the Company or by its secretary, and where an association of persons, by the Secretary thereof.
- 64.3 .The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed or a notorially certified copy thereof shall be deposited at the OFFICE at any time before the time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months from the date of its execution.
65. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the TRUSTEES at least one hour before the time fixed for the holding of the meeting.

VOTING

66. At every General Meeting every MEMBER in person or by proxy and entitled to vote, shall be allocated voting rights as follows, on a show of hands:
- 66.1 the REGISTERED OWNER of a single residential ERF: 1 (one) vote;
- 66.2 the DEVELOPER, for as long as it is a REGISTERED OWNER: 6 (six) votes;
- provided that if a single residential ERF is registered in more than one person's name, then they shall jointly have 1 (one) vote.
67. Save as expressly provided for in these presents, 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 ASSOCIATION in respect of or arising out of his membership, and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any General Meeting.
68. At any General Meeting a resolution put to the vote of the meeting shall be decided on an ordinary majority of votes represented by MEMBERS entitled to attend and vote thereat, present in person or by proxy.
69. Voting on the election of a CHAIRMAN of a General Meeting (if necessary) or on any question of adjournment, shall be decided on an ordinary majority of votes represented by MEMBERS entitled to attend and vote thereat, present in person or by proxy.
70. Every resolution and every amendment of a resolution proposed for adoption by a General Meeting shall be seconded at the meeting, and if not seconded, shall be deemed not to have been proposed.
71. An ordinary resolution (that is a resolution other than a SPECIAL RESOLUTION) or the amendment of an ordinary resolution, shall be carried on a simple majority of all the votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes, the CHAIRMAN of the General Meeting shall be entitled to a casting vote in addition to his deliberative vote.

(as amended October 2019)

72. 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 CHAIRMAN of the meeting as to the result of any voting at the meeting, or to the propriety or validity of the procedure at such meeting, such declaration by the CHAIRMAN shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the Minutes of the ASSOCIATION to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favor of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the CHAIRMAN of the meeting as to the result of any voting at the meeting.

FINANCIAL YEAR END

73. The financial year end of the ASSOCIATION is the end of February of each year.

ACCOUNTS

- 74.1. The TRUSTEES shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the ASSOCIATION, including:
- 74.1.1 a record of the assets and liabilities of the ASSOCIATION;
 - 74.1.2 a record of all sums of money received and expended by the association and the matters in respect of which such receipt and expenditure occur;
 - 74.1.3 a register of MEMBERS showing in each case their addresses;
 - 74.1.4 individual ledger accounts in respect of each owner.
- 74.2 On the application of any MEMBER the TRUSTEES shall make all or any of the books of account and records available for inspection by such MEMBER.
- 74.3 The TRUSTEES shall cause all books of account and records to be retained for such minimum period as provided for in terms of the Income Tax Act No 58 of 1962, as amended, provided that such period shall not be shorter than a period of six years after completion of the transactions, acts or operations to which they relate.
- 74.4 Annual returns of income tax together with financial statements shall be submitted to the tax exemption unit of the South African Revenue Services.
- 75.1 The ASSOCIATION in General Meeting or the TRUSTEES may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the MEMBERS of the accounts and books of the ASSOCIATION, or any of them, and subject to such conditions and regulations the accounts and books of the ASSOCIATION shall be open to the inspection of MEMBERS at all reasonable times during normal business hours.
- 75.2 At each Annual General Meeting the TRUSTEES shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the ASSOCIATION, or in the case of the first account, for the period since the incorporation of the ASSOCIATION, together with a proper balance sheet made up as at the last financial year end of the ASSOCIATION. Every such balance sheet shall be accompanied by proper and extensive reports of the TRUSTEES and the AUDITORS, and there shall be attached to the notice sent to MEMBERS convening each

(as amended October 2019)

Annual General Meeting, as set forth in 50 *supra*, copies of such accounts, balance sheet and reports and of any other documents required by law to accompany the same.

DEPOSIT AND INVESTMENT OF FUNDS

- 76.1 The TRUSTEES shall cause all monies received by the ASSOCIATION to be deposited to the credit of an account or accounts with a registered commercial bank in the name of the ASSOCIATION and, subject to any direction given or restriction imposed at a General Meeting of the ASSOCIATION, such monies shall only be withdrawn for the purpose of payment of the expenses of the ASSOCIATION or investment in terms of 76.2.
- 76.2 Any funds not immediately required for disbursements may be invested in a savings or similar account with any registered commercial bank or any other registered deposit receiving institution approved by the TRUSTEES from time to time.
- 76.3 Interest on monies invested shall be used by the ASSOCIATION for any lawful purpose.

AUDIT

77. Once at least in every year, the accounts of the ASSOCIATION shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the AUDITORS.
78. The duties of the AUDITORS shall be regulated in accordance with general practice and applicable professional standards in terms of the Public Accountants' and Auditors' Act, 69 of 1984.

INDEMNITY

- 79.1 All TRUSTEES and the AUDITORS shall be indemnified out of the funds of the ASSOCIATION against any liabilities bona fide incurred by them in their respective said capacities and in the case of a TRUSTEE, in his capacity as CHAIRMAN, VICE-CHAIRMAN, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the Court.
- 79.2 Every TRUSTEE, every servant, agent and employee of the ASSOCIATION, and the AUDITORS shall be indemnified by the ASSOCIATION against (and it shall be the duty of the TRUSTEES out of the funds of the ASSOCIATION to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done by such person or persons in the discharge of any his/their respective duties, including, in the case of a TRUSTEE, his duties as CHAIRMAN or VICE-CHAIRMAN. Without prejudice to the generality of the above, the ASSOCIATION shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties provided that any such act, deed or letter has been done or written in good faith.
- 79.3 A TRUSTEE shall not be liable for the acts, receipts, neglects or defaults of the AUDITORS or of any of the other TRUSTEES, whether in their capacities as TRUSTEE or as CHAIRMAN or VICE-CHAIRMAN, or for any loss or expense sustained or incurred by the ASSOCIATION through the insufficiency or deficiency of title to any property acquired by the TRUSTEES for or on behalf of the ASSOCIATION, or for the insufficiency or deficiency of any security in or upon which any

(as amended October 2019)

of the monies of the ASSOCIATION shall be invested, or for any loss or damage arising from the insolvency or delictual act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of bona fides or breach of duty or breach of trust.

PRIVILEGE IN RESPECT OF DEFAMATION

80. Every MEMBER of the ASSOCIATION and every TRUSTEE shall be deemed by virtue of his membership or, as the case may be, his holding office as a TRUSTEE, to have waived as against every other MEMBER, the CHAIRMAN or VICE-CHAIRMAN, every other TRUSTEE, the AUDITORS and everybody else engaged to perform any function or duty on behalf or for the benefit of the ASSOCIATION, or the TRUSTEES, or any sub-committee, all claims and rights of action which such MEMBER or TRUSTEE might otherwise have had in law arising as a result of any statement, report, complaint or notice of or concerning such MEMBER or TRUSTEE, or any reference to such MEMBER or TRUSTEE, made at any meeting of TRUSTEES, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of these presents, being a statement, report, complaint, notice or reference defamatory to such MEMBER or TRUSTEE, or otherwise injurious to the dignity, reputation, business or financial interest of such MEMBER or TRUSTEE, whether such statement be true or false.

ARBITRATION

81. Any dispute, question or difference arising at any time between MEMBERS or between MEMBERS and TRUSTEES out of or in regard to:
- 81.1 any matters arising out of these presents; or
 - 81.2 the rights and duties of any of the parties mentioned in these presents; or
 - 81.3 the interpretation of these presents;
- Shall be submitted to and decided by arbitration on notice given by any party to the other parties who are interested in the matter in question.
82. Arbitration shall be in terms of the provisions of the Arbitration Act No. 42 of 1965 (as amended or replaced from time to time) it being intended that if possible it shall be held and concluded within 21 (twenty-one) business days after it has been demanded.
83. Save as otherwise specifically provided herein, the Arbitrator shall be, if the question in dispute is:
- 83.1 primarily an accounting matter - an independent accountant;
 - 83.2 primarily a legal matter - a practicing counsel or attorney of not less than 10 (ten) years standing;
 - 83.3 any other matter - an independent and suitably qualified person appointed by the AUDITORS;
- as may be agreed upon between the parties to the dispute.

(as amended October 2019)

84. If agreement cannot be reached on whether the question in dispute falls under 84.1, 84.2 or 84.3 or upon a particular arbitrator in terms of 84.3, within 3 (three) business days after the arbitration has been demanded, then:
- 84.1 the President for the time being of the Law Society of the Cape of Good Hope shall determine whether the question in dispute falls under 83.1, 83.2 or 83.3; or
- 84.2 the President for the time being of the Law Society of the Cape of Good Hope shall nominate the arbitrator in terms of 84 within 7 (seven) business days after the parties have failed to agree so that the arbitration can be held and concluded as soon as possible within the 21 (twenty-one) business days referred to in 82.
85. The arbitrator shall make his award within 7 (seven) business days after completion of the arbitration and shall in giving his award, have regard to the principles laid down in terms of this Constitution. The arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties or by the ASSOCIATION as he in his sole discretion may deem fit.
86. The decision of the arbitrator shall be final and binding and may be made an Order of the Cape Provincial Division of the Supreme Court of South Africa upon the application of any party to the arbitration.
87. Notwithstanding anything to the contrary contained in 80 to 86 inclusive, the TRUSTEES shall be entitled to institute legal proceedings on behalf of the ASSOCIATION by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of these provisions.

DOMICILIUM CITANDI ET EXECUTANDI

- 88.1 The TRUSTEES shall from time to time determine the address constituting the domicilium citandi et executandi of the ASSOCIATION, subject to the following:
- 88.1.1 Such address shall be the address of the CHAIRMAN or other resident TRUSTEE duly appointed at a General Meeting, or the administrative office of the ASSOCIATION;
- 88.1.2 The TRUSTEES shall give notice to all MEMBERS of any change of such address.
- 88.2 The *domicilium citandi et executandi* of each MEMBER shall be the street address of the ERF registered in his name; provided that he shall be entitled from time to time to change the said domicilium but that any new domicilium selected shall be in the Republic, and that the change shall only be effective on receipt of written notice thereof by the ASSOCIATION at its domicilium.

AMENDMENT

- 89.1 The provisions hereof shall not be added to, amended or repealed without the consent in writing of the local authority or its assigns, which consent shall not be unreasonably withheld.
- 89.2 Any amendments to this CONSTITUTION shall be submitted to the Commissioner for the South African Revenue Services.
- 89.3 All amendments to the CONSTITUTION shall require the supporting vote of 75% of all members

(as amended October 2019)

ADDENDUMS TO THE CONSTITUTION

90. The following documentation will form an integral part of this constitution:

- 90.1 House Rules
- 90.2 Builders Contract
- 90.3 Architectural Guidelines
- 90.4 Landscape Guidelines

Adjustments to the house rules can be done by the Developer and the Trustees with a majority vote between the trustees, with understanding that the Developer votes for the changes until such time that the Developer does not form part of the Body of Trustees after which a majority vote by the Trustees will count.

DISSOLUTION

91. Upon dissolution of the ASSOCIATION, the remaining assets thereof must be distributed to a similar organization, which is also exempt from income tax in terms of section 10(1)(e)(i)(cc) of the Income Tax Act 58 of 1962, as amended.

(as amended October 2019)



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For Attention: Ms UFR Muller

By e-mail: umuller@sars.gov.za

By fax: (012) 422-8830

By registered mail

South African Revenue Service
 Pro Equity Court
 1250 Pretorius Street
 HATFIELD
 0028

Your ref: TEU930033195

Our ref: WVB/TNW/40808/V431

Date: 17 MAY 2011

Dear Ms Muller

STILBAAI DUINE PROPERTY OWNERS HOME OWNERS ASSOCIATION

1. We refer to your letter dated 19 May 2010 to our client.
2. We enclose the amended constitution for your records. We confirm that the following clauses have been amended:
 - clause 3 has been deleted and replaced with clauses 3.1 and 3.2;
 - a new clause 4.4 has been inserted;
 - clause 74.3 has been replaced and a new clause 74.4 has been inserted;

Directors	W M Luttig B Com LLB - R Engelbrecht BA LLB - A M Coetzee B Jur LLB - F G Cloughton LLB LLM
Commercial associate	W V van Breda B Proc M Com D Com
Consultant	C G Pienaar B Jur LLB LLM Adv Dip Labour Law
Office manager	M du Plessis

Established 1907




Raubenheimers Inc
 Reg no: 1993/001742/21

- clause 89 has been renumbered to 89.1 and a new clause 89.2 has been inserted (the heading has also been amended);
- a new clause 91 has been inserted.

3. We trust that the amendments comply with your requirements.

Yours faithfully

RAUBENHEIMERS INC



Per :

WILLIE VAN BREDA

Ref. : Tillie Nel
Tel. : 044 873 2043 Ext. 120
E-Mail : tnel@raubenheimers.co.za
Fax : 086 680 7204

STILBAAI DUINE PROPERTY OWNERS ASSOCIATION

HOUSE RULES

MADE IN TERMS OF CONSTITUTION OF ASSOCIATION OF THE PROPERTY OWNERS' ASSOCIATION

The purpose of these guidelines is to ensure, not only good order among the Members on the Estate but also to preserve the bio-diverse nature of the Estate. These Rules are specifically aimed at ensuring that the ecological heritage of the Estate is preserved for posterity.

The following House Rules will bind all Members of the Association. Any breach of these Rules by any member of a Member's household, his guests, or lessees shall be deemed to be a breach by that Member.

1. DEFINITIONS

- 1.1 In these House Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Constitution of the Property Owners' Association, shall bear the same meaning in these House Rules as in the said Constitution. The Property Owners Association will hereafter be referred to as "the Association".
- 1.2 Any person who contravenes or fails to comply with any provision of these House Rules, or any condition imposed or directions given in terms thereof, shall be deemed to have breached those House Rules and will be liable for payment of the penalties laid down in terms hereof.
- 1.3 The Association may delegate any of its powers in terms of the aforesaid House Rules to a Managing Agent, upon such terms and conditions as it deems fit.
- 1.4 The Managing Agent may delegate any of its powers so delegated to him, or any power accorded to him in terms of these House Rules, to any person nominated by him for the purpose, and any reference to the Managing Agent shall be deemed to include a reference to any such nominee.

2. ARCHITECTURAL GUIDELINES:

The architectural guidelines shall bind every Member of the Association. The Aesthetics Committee, to be appointed by the Developer shall have the power to approve or reject plans submitted to it. No building work shall commence in the absence of a commencement certificate issued by the said Committee. The procedure to be followed for obtaining approval of plans is contained in the attached guidelines. Any design shall only be accepted by the association if the Architects/practice has been accredited by the Association, as well as the one local designer and drafter, Victor Visagie, that the developer has approved.

3. PRESERVATION OF FAUNA AND FLORA ON OPEN SPACES:

- 3.1 'Open spaces' shall mean any area on the Estate not covered by a building.
- 3.2 Subject to any law including, without affecting the generality of the afore -going, any regulation made in terms of the Environment Conservation Act No 73 of 1989, or any permit granted under or in terms of the said Act and/or any subsequent similar Act, the Association shall, from time to time, be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural fauna and flora, and no person shall enter into any such area without the consent of the Managing Agent.
- 3.3 No person shall use or conduct himself upon such open space on the Estate in such manner as may, in the opinion of the Association, detrimentally affect the open space or any of the amenities thereof.
- 3.4 No persons shall use any open space on the Estate in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons on the Estate.
- 3.5 No persons shall discard any litter of any item of any nature whatsoever at any place on the Estate other than in such receptacles and in such places as may be set aside for the purpose and designated as such by the Association.
- 3.6 No camping shall be permitted except at any place which may be specially designated for the purpose by the Association.
- 3.7 No fire shall be lit anywhere on the Estate, except in such places as may be designated for the purpose by the Association and in a properly constructed fireplace or braai.
- 3.8 No person shall anywhere on the Estate disturb, harm, destroy or permit to be disturbed, harmed, or destroyed, any wild animal, reptile or bird.
- 3.9 No trail or path in the open space shall be used, except by pedestrians and cyclists, unless specifically designated for some other use by the Association.
- 3.10 No advertising boards for sales of property or any other purpose may be erected on any part of the estate. It is also not allowed on empty erven or in front of houses that are for sale.

4. LANDSCAPING GUIDELINES

- 4.1 The Landscaping guidelines attached hereto shall bind all Members of the Association.
- 4.2 A garden service will be available. Every Member will be directly responsible for these costs, which are not included in the levy.
- 4.3 All gardens must be maintained to the standards required on the Estate. Should these standards not be adhered to, the Association will employ the above garden service and debit the account of the Member with the costs incurred.

5. DOMESTIC RULES

- 5.1 The weekly collection of refuse will be done by the municipality and the costs will be included in your monthly municipal account.
- 5.2 It shall be the duty of every owner or occupier of an erf to ensure that any directions given by the Managing Agent, regarding refuse, are observed and implemented.
- 5.3 No person shall keep any refuse on or outside his erf, except in specified containers, and in such places as may be specifically set aside for this purpose, or as may be approved by the Managing Agent from time to time.
- 5.4 Where, in the opinion of the Managing Agent, any item of refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Managing Agent may give the person, wishing to dispose of such refuse, such directions for its disposal as it may deem fit.
- 5.5 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of section 5 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty not exceeding R 10 000,00 (Ten Thousand Rand).

6. DOMESTIC ANIMALS

No domestic animals or house pets may be kept on the Estate.

7. GENERAL

- 7.1 No member may make any alterations, additions or extensions to the exterior or any dwelling house without the prior written consent of the board of the Association.
- 7.2 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry, except in a drying area designated for such purposes. Any such items placed in any other place may be impounded by the Managing Agent who may invoke the penalty set out in clause 7.13 below.
- 7.3 All curtaining in members' residences shall be lined in a light color. Blinds and garden furniture will be constructed with natural materials to blend into the environment and shall be of a design and color as approved by the Association or Managing Agent.
- 7.4 Whenever the Managing Agent is of the view that the behavior of any person may be detrimental to the amenities of the scheme generally, he may call upon such person to cease such behavior. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this section of the House Rules.
- 7.5 No person shall make or cause to make any excessive or undue noise which constitutes a nuisance to other owners, in particular after 22h00 on any particular day.
- 7.6 No person shall keep anywhere on the Estate any inflammable substances, provided however, that this rule shall not apply to the keeping of such substances, and in such quantities as may reasonably be required for domestic use.
- 7.7 The statutory records and books of account of the Association shall be open for inspection at the offices of the Managing Agent between 09h00 and 17h00 noon on all business days.

- 7.8 A member may introduce a guest to his residence, provided that no such guest may be present in such residence unaccompanied by his host for a longer period than 30 (thirty) consecutive days in a calendar year, including the days of arrival and departure, and provided further that such guest shall be bound by the Constitution of the Association and these House Rules, which the member shall be obliged to bring to the attention of his guest.
- Should the member require a deviation from this rule, the permission of the Association should be sought, which permission will not be unreasonably withheld.
- 7.9 No home on the Estate may be used for any purpose other than a residential property, i.e. no home may be used for business purposes. provided that the Developer has the discretion to decide otherwise.
- 7.10 No person shall let, alternatively advertise, his dwelling house for occupation or otherwise part with occupation of his dwelling house, whether temporarily or otherwise, unless:
- 7.10.1 the Association has consented in writing to the letting of the dwelling house, which consent shall not be unreasonably withheld;
- 7.10.2 a written lease agreement has been entered into between the member and the tenant and a copy thereof supplied to the Association;
- 7.10.3 it is a condition of such lease that the tenant binds himself to observe the rules of the Association;
- 7.11 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with the provisions of section 7 of these House Rules, in the sole discretion of the Association he shall be liable to a penalty up to R10 000,00 (Ten Thousand Rand) depending on the severity of the offence.

8. BUILDING CONTRACTOR'S CODE OF CONDUCT

The attached Building Contractor's Code of Conduct shall bind every Member of the Association.

9. TRAFFIC

- 9.1
- 9.1.1 No vehicles shall enter or leave the Estate at any point except at the entrance gates, except in special circumstances and then only with the consent of, or at the discretion of the Managing Agent.
- 9.1.2 All vehicles entering the Estate shall stop at the said vehicles entrance.
- 9.1.3 No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the said gate, except where the Association has issued to its members a device enabling such members to operate the vehicle entrance gate themselves.
- 9.1.4 No member shall permit the use of such device for operating the said vehicle entrance gate by any person save another member, or the guests or lessees of such member.

- 9.2 In the event of the Association imposing a speed limit upon any road, or portion thereof, it shall erect at the commencement of such area of road, a sign setting up such lower speed limit, and such lower speed limit shall apply upon that road for the length thereof until a further sign erected by the Association removes such lower speed limit.
- 9.3 Pedestrians shall have the right of way at all times on the Estate and vehicles shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way.
- 9.4 The Association may, by means of appropriate signage, designed specifically for the Estate, give such direction as to the use of roads or any portion thereof, as it in its discretion may deem fit, and any failure by any person to obey the same, shall constitute a contravention of these House Rules.
- 9.5 Vehicles having a gross vehicle weight in excess of 5 (five) tons, shall not be permitted to enter the Estate, except with the consent of the Managing Agent who may, in their discretion, refuse such consent or lay down such conditions in granting such consent as he may deem fit.
- 9.6 No person shall drive or ride any vehicle on the Estate in such a manner that would constitute an offence under the Traffic Ordinance.
- 9.7 No person shall store, park or leave unattended by such person competent to drive such vehicle in any place on the Estate, except:
- 9.7.1 in any area designated for the purpose by the Association by means of any appropriate sign or lay-bye designated as such by means of an appropriate sign;
 - 9.7.2 where lines are marked on the surface of any parking area demarcating parking spaces within that area and no vehicle shall be parked in such a manner that any portion thereof protrudes over any such line;
 - 9.7.3 no person shall, within the Estate, park or store any caravan, boat, truck or lorry, except with the consent of the Association in a place designated for the purpose;
 - 9.7.4 no caravans shall be brought into the Estate, except with the consent of, and subject to, such conditions as may be laid down by the Association;
 - 9.7.5 all trailers and caravans shall be parked on the owners property out of site behind walls. No storing of vehicles are allowed in front of the house, on driveways or lawns.
- 9.8 For purposes of these House Rules, ‘*vehicle*’ shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human agency.
- 9.9 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of the House Rules contained in section 9, in the sole discretion of the Association he shall be liable to a penalty to R10 000,00 (Ten Thousand Rand) depending on the severity of the offence.

10. FIRE-ARMS

- 10.1 Except insofar as the discharge of firearms might be linked to some authorized sporting activity within the Estate, no person shall anywhere in this Estate discharge any air gun or pistol.

- 10.2 In the event of any person contravening or failing to comply with, or being deemed to have contravened or having failed to comply with any provision of the House Rules contained in section 10, in the sole discretion of the Association he shall be liable to a penalty up to R10 000,00 (Ten Thousand Rand) depending on the severity of the offence.

11. ACCOUNTS

Levies are payable by each Member monthly in advance before the 1th of each and every month. Payments are to be made directly into the current bank account of the Association preferably by way of a standing stop order with the Member's bank. Levy accounts may also be done by way of internet transfers, direct deposits or cheque payments in favor of the Association.

12. SECURITY

- 12.1 No person shall do anything which is, or might be, prejudicial to the security of other members / residents on the Estate and members are to report incidents affecting security to the Managing Agent.
- 12.2 In order to facilitate security measures on the Estate, all persons shall report their arrival and departures to the security guard at the main entrance to the Estate.
- 12.3 The Security team should be kept informed of the arrival and departure of all guests intending to visit Members.
- 12.4 Security will have the right not to grant access to visitors if the Member is not aware of the arrival of such visitor.

13. BUILDING OPERATIONS ON ERVEN

- 13.1 Every Member shall, within a period of 4 (four) years, of registration of transfer from the developer, commence erecting and, within 5 (five) years, complete a dwelling house on the property in accordance with plans and specifications as approved by the Property Owners Association in terms of the applicable Architectural Guidelines.
- 13.2 In the event that a Member fails to comply with the provisions of clause 13.1 above, the Member shall become liable for a monthly penalty, equivalent to two times the monthly levy relating to the relevant property at the time of the breach by the Member. This penalty shall be payable by the Member, monthly in advance, until the date on which the Architect issues a completion certificate in respect of the dwelling house on the property, in addition to the normal monthly levy allocated to the property. This paragraph refers and substitute paragraph 11.3 in the sales contract.
- 13.3 A Road Maintenance Levy of R1 000 (excl VAT) per month will be payable by each owner for the duration of his building process. This amount shall be a contribution to the Road Maintenance Fund which shall be administered by the HOA.
- 13.4 A Builders Deposit, that is refundable, of R10 000.00 will be payable by each owner before any building operations may start. After final completion, the trustees will do an inspection and if no damage were cause during the building process and the site is cleaned of all rubble, the deposit will be refunded. If any damage is caused, the Association has the right to use part of the deposit for repairs.

- 13.5 A Scrutiny Fee of R5 000,00 + VAT will be paid to the Architects on submission of plans for approval by the Aesthetics Committee. A fee of R1 000,00 + VAT will be paid to the Landscaping Architect for approval by the Aesthetics Committee. These two plans must be submitted together. The Aesthetics Committee is Bartel Viljoen & Ingo Berger.
- 13.6 A fee of R2 500.00 will be payable by each owner before any building operations may start, directly to the POA. This is the inspection fee for Ingo Berger, the Aesthetics Committee member for 5 inspections for the duration of the building process.

Any Queries to be reported to the Managing Agent:

Status-Mark Property Management
 11 Meyer Street, Mossel Bay 6500
 P.O. Box 567, Mossel Bay 6500
 Mo-Th 8.00 – 16.30

Fri 8.00 – 16.00

Tel: [+27 \(0\)44 691 3054](tel:+27(0)446913054)
 Fax: [+27 \(0\)86 571 1318](tel:+27(0)865711318)

status10@status-mark.co.za



Monthly levy statements will be received from the Managing Agent.
 Payments to be made to the dedicated bank account of Stilbaai Duine POA as it appears at the bottom of the statement.
 Levies are strictly due before the 7th of the month in advance.

BUILDING CONTRACTOR’S CODE OF CONDUCT

Stilbaai Duine Property Owners Association

BUILDING CONTRACTOR’S NAME:

OWNER / EMPLOYER’S NAME:

ERF NUMBER:

The purpose of this contract is to ensure the maintenance of aesthetic standards, general appearance and security arrangements during the building process on individual erven on the estate. It is essential that owners, builders, contractors, and their subcontractors adhere to rules and regulations as determined by the Stilbaai Duine Property Owners’ Association (the “POA”) from time to time.

Strict adherence to all aspects of the rules is required and expected at all times and in all respects, and penalties as specified in this document may be imposed by the POA in the event of non-compliance.

The contractor acknowledges that he will be working in an environmentally sensitive development and agrees to conform to all environmental controls specified by the POA from time to time.

1. CODE OF CONDUCT AGREEMENT

The building contractor is a builder/contractor (“the contractor”) appointed by the owner (“the employer”) of an erf in Stilbaai Duine Property Owners Association for the purpose of constructing a dwelling house and outbuildings (“the works”) on the employer’s erf.

2. QUALIFICATION OF CONTRACTORS

2.1 Only contractors with adequate experience and who can satisfy the POA in its sole and absolute discretion of such prior experience will be allowed to build within Stilbaai Duine Property Owners Association.

2.2 An owner builder who qualifies under 2.1 will be allowed to construct his own home.

Initial: _____ Initial: _____

3. PRECONDITIONS

The following pre-conditions shall be complied with before any building activities may commence:-

PROCEDURES TO FOLLOW BEFORE COMMENCEMENT OF THE WORKS:

DECISION: It is imperative that all owners should comply with the following rules before building commences:

BUILDING PLANS – A set of Building plans shall be submitted to Bartel Viljoen Architects (BVA) Architects and Landscaping plans to Dr Piet Groenewald (Aesthetics Committee) for approval. A copy of the plans, approved by BVA Architects & Dr Piet Groenewald, shall be submitted to the Estate Manager as proof that the plans and specifications comply with all relevant guidelines prescribed in terms of the Constitution of the Association.

SCRUTINY FEE – A scrutiny fee of R5 000,00 excl VAT for the building plans and R1 000,00 excl VAT for the landscaping plans need to be paid to the Architects on the day of submission of plans for scrutiny and Aesthetics Committee approval. These fees must be paid to the BVA Architects and Dr Piet Groenewald directly.

INSPECTION FEE - A fee of R2 500.00 will be payable by each owner before any building operations may start, directly to the POA. This is the inspection fee for Ingo Berger, the Aesthetics Committee member for 5 inspections for the duration of the building process.

BUILDER'S DEPOSIT – An amount of R10 000.00 (ten thousand rand) shall be paid into an account at Status-Mark before builders will be allowed on site.

PROOF OF INSTALLATION OF A WATERMETER BY THE MUNICIPALITY Proof of own water meter installation, by the Municipality, has to be submitted to the Estate Manager/Status-Mark.

PORTABLE TOILET FOR WORKERS – it is incumbent on the Contractor to provide a portable toilet as soon as any work commences on the site. An invoice must be submitted to the Estate Manager/Status-Mark as proof that it has been installed.

BUILDER'S CONTRACT – A signed copy of the builder's contract shall be submitted to the Estate Manager.

BUILDER'S BOARD - The contractor must display an approved builder's board on the erf for the duration of the works. Builder's boards must be removed no later than one month of completion of the works.

SKIP CONTAINERS – Skip containers for building rubble are compulsory for all building sites as soon as any work commences on the site for the duration of the building project.

TICK LIST – The completed Tick List with all the relevant documentation must be completed and handed in at the Estate Managers Office **before** any building activities may commence.

Initial: _____ Initial: _____

4. ONCE-OFF AND MONTHLY FEES AND CHARGES

A Road Maintenance Levy of R1 000 per month will be payable by each owner for the duration of his building process. This amount shall be a contribution to the Road Maintenance Fund which shall be administered by the POA.

The above sum will be calculated from the day on which the first building works on the premises commence up to the date on which the **last** of the following events occurs:-

- The issue of a final Completion Certificate by the Architects,
- The issue of an Occupation Certificate by the Municipality;
- The receipt by Status-Mark of written confirmation by the Trustees of the POA to the effect that a final inspection has been carried out to determine any possible damage to the common areas or services on the estate.
- The fee will be charge for part of a month, counting as a whole month.

Commencement of the building process shall be deemed to be the date on which the first spade digs into the ground to start with the foundations of the building on the relevant erf.

After final completion, it is the owner's duty to arrange a meeting with the trustees, which must take place within 14 days after the request for such a meeting.

This fund will be applied by the POA to maintain and repair the roads, paving and storm water channels on the estate, during and after completion of all building operations on individual erven.

A refundable Builders deposit of R10 000,00 is payable to Status-Mark, prior to the beginning of any building activities. This deposit will be refunded after a final inspection by the Trustees/Estate Manager.

The POA is not required to account to the Building Contractor and/or the Owner as to how and when such levy is expended by the POA.

5. RESPONSIBILITY

Contractors are at all times responsible for the actions or omissions of their sub-contractors, employees, guests, invitees and agents while at Stilbaai Duine Property Owners Association.

The contractor is responsible for its sub-contractors as well as any person making deliveries to site. Any damages caused by his own employees, sub-contractors employed by him or delivery vehicles delivering materials to his site will make him liable for any damages that may occur within Stilbaai Duine Property Owners Association. Any damage to the property including, but not limited to damage to kerbs, roads, street lights, distribution boxes, plants, irrigation and/or damage to private property on Stilbaai Duine Property Owners Association caused by the contractor, its sub-contractors, agents, employees, guests or invitees is the responsibility of the contractor. In addition, the contractor shall be responsible for any damage caused to common areas in the immediate surrounds of his erf to an extent to be determined by the Property Owners' Association in its sole and absolute discretion.

Initial: _____ Initial: _____

DAMAGE DEPOSIT

- 5.1. The Building Contractor shall, before commencing any work of whatever nature on the Erf, deliver to POA a deposit acceptable to the POA, for an amount of R10 000,00 (Ten Thousand Rand). The said deposit shall be a security deposit for damage of whatever nature that may be caused by the Building Contractor to the Development or any portion thereof. This amount will be kept in an Account with the Managing Agent and is refundable on completion after a final inspection checklist has been successfully completed by the **POA**. The deposit or portion thereof may be withheld as compensation for costs incurred due to the Contractor's neglect or damages during building operations. The Contractor assumes full responsibility for the erf on hand over.
- 5.2. Any claim arising shall not be limited to the amount of the said deposit and the POA shall be entitled to recover from the Owner and/or Building Contractor, in addition to the deposit, the amount by which the reasonable costs of reinstatement resulting from such damage exceeds the said deposit.
- 5.3. The cost of any damage attributable to the Building Contractor shall be quantified by civil engineers appointed by the POA and the amount so determined shall be final and binding on the Owner and Building Contractor.
- 5.4. If the POA alleges that the conduct of the Building Contractor, whether by way of commission or omission, is the cause of any damage to any portion of the Development then the Owner and Building Contractor shall be deemed to be liable therefore unless they are able to prove to the contrary.
- 5.5. If the Owner / Building Contractor fails to dispute any claim made in terms of the a foregoing within 10 (Ten) days of receiving notice thereof, they shall be liable for payment of the cost arising there from as determined by the civil engineer in terms of the afore going.
- 5.6. In the event that a claim is disputed, the said dispute shall be referred to the Developers Architect for resolution, which Architect shall act as an Expert and not an Arbitrator, and whose decision shall be final and binding upon the parties.
- 5.7. The POA is irrevocably authorized and empowered to appropriate, the amount of any claim for which the Owner / Building Contractor is liable in terms of the afore going, by way of a deduction against the said deposit where after the Building Contractor shall forthwith replace the amount so deducted so as to reinstate the full amount of the deposit. As appears from clause 6.2, the Owner / Building Contractor shall remain liable to the POA for payment of the amount (if any) by which the claim exceeds the deposit.
- 5.8. Upon final completion of all work by the Building Contractor on the Erf and provided there is no claim pending against the Building Contractor in terms of the a foregoing, the Building Contractor shall be entitled to receive from the POA the full amount paid as deposit.
- 5.9. If a claim is made against the Building Contractor the POA shall, in addition to the rights aforementioned, be entitled to recover from the Building Contractor who shall be liable to the POA for payment of all the POA's legal costs incurred on the scale as between attorney and own client.

Initial: _____ Initial: _____

6. WATER AND ELECTRICITY METERS

A water and electricity meter shall be installed by the owner at its cost in a meter box.

6.1 Water

The Building Contractor will obtain water for the work to be undertaken on the Erf from the water connection on the Erf. If not available, the Contractor shall provide water for drinking and construction purposes until such time as it is available from the local system. Under no circumstances may the Building Contractor interfere with any water supply to Development.

6.2 Sewers

A boundary sewer connection has been provided for the Erf into which the Building Contractor is required to connect the sewer system for the improvements.

The Building Contractor may not dispose of any building material, contaminated water rubbish into the sewer system.

7. BUILDING ACTIVITIES

7.1 Limits of building activity:

All activities relating to the construction must be confined within the boundaries of the erf upon which construction is taking place. This relates to location of staff, siting of material, storage bins and the like. If any material needs to be stored outside the erf boundaries, written permission must first be obtained from the POA. Approval or refusal of such requested permission shall be solely in the discretion of the POA.

7.2 Site presentation:

The contractor will be expected to keep the appearance of his building site neat and tidy and free of litter at all times. Excess soil and plant material that result from levelling the erf must be removed from the erf once excavation has been completed. The street in front of the relevant erf must be swept regularly.

7.3 Cleaning of vehicles/equipment:

Washing of contractors' vehicles and equipment will not be allowed on the estate and must be carried out elsewhere.

7.4 Fires:

No fires will be allowed on any part of Stilbaai Duine Property Owners Association, including the building site without the prior written approval of the POA.

There is a high risk of fires in the area, particularly during the dry summer months and periods of high wind velocities. The Contractor shall take all reasonable and active steps to avoid increasing this risk. No open fires or naked flames for heating or cooking shall be allowed on site. Electrical equipment shall only be permitted in the Contractor's camp and never be left unattended. The Contractor shall ensure that all personnel are aware of the fire risk and the need to extinguish cigarettes before disposal. The Contractor should have the relevant fire extinguisher on site and ensure that all personnel are taught how to use it.

No burning of waste on any part of the Estate is permitted (including the building site). The Contractor shall identify the authorities responsible for fighting fires in the area as well as the developer and shall liaise with them regarding procedures should a fire start. The Contractor shall ensure that his staff are aware of the fire danger at all times and are aware of the procedure to be followed in the event of a fire. The Contractor shall also ensure that all the necessary telephone numbers etc. are posted at conspicuous and relevant locations.

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it.

The fire danger is also very high on the site due to the type of vegetation that naturally occurs. Smoking will only be allowed in designated areas. No cigarette butts may be dropped anywhere on site.

Breach:

The Contractor will be fined R10,000.00 for each offence. The Contractor will be held legally and financially responsible for any damage caused by breach of this regulation.

7.5 Ablution facilities:

Contractors must make adequate provision for temporary toilets for the use of their employees, and positioned on the site as directed by the POA in its sole and absolute discretion.

7.6 Spoil of excess material and building rubble:

The contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble may be spoiled on the property.

7.6.1 Refuse shall be disposed of at an approved waste site (site and method to be agreed with Local Authority). Refuse shall not be burnt or buried on or near the site.

7.6.2 The Contractor shall provide labourers to clean-up the Contractor's camp and site on a daily basis. The Contractor shall also clean the Contractor's camp and site of all structures, equipment, residual litter and building materials at the end of the contract.

7.6.3 Refuse refers to all solid waste, including building rubble (i.e. cement bags, wrapping materials etc), waste and surplus food, food packaging, organic waste etc.

7.6.4 The Contractor shall ensure that all refuse is deposited in refuse bins, which he shall supply and arrange to be emptied on a regular basis.

7.6.5 Refuse bins shall be of such design that the refuse cannot be blown out and that animals are not attracted to the waste and cannot spread it around.

7.6.6 Refuse bins shall be water tight, wind-proof and scavenger proof.

Initial: _____ Initial: _____

7.6.7 No combustible material may be burnt on the estate.

Breach:

7.6.8 Failure to keep areas refuse-free, will entitle the Estate Manager to employ an outside contractor to rectify the situation at the cost of the contractor.

7.7 Noise Control

The Contractor shall contain noise levels as far as possible during construction activities and familiarize himself with, and adhere to, any local by-laws and regulations regarding the generation of noise.

7.8 Dust Control

The Contractor shall implement appropriate measures to minimize the generation of dust or wind blown sand as a result of his work, operations and activities to the satisfaction of the Estate Manager. Particular attention shall be paid to preventing dust generation during earth moving and stockpiling activities.

Dust control measures could include regular and effective treatment of working areas (where necessary) using water sprays. The Contractor shall take appropriate precautions to limit run-off. The Contractor shall ensure that no materials escape from the transport vehicles by providing adequate covering to confine the material during transport. Any spillage will be cleaned by the contractor to the satisfaction of the Estate Manager. Failure to do so will entitle the Estate Manager to employ an outside contractor to rectify the situation at the cost of the contractor.

7.9 FAUNA & FLORA

FAUNA

Construction areas must be checked for animal life. In the event that wildlife is present on the site, please inform the EM immediately.

No fauna may be harmed or killed. Most animals will move away naturally except possibly snakes and tortoises.

No domestic pets are allowed on site. Any problems must be reported to the Estate Manager. Setting of snares will be regarded as a serious offence.

Breach:

Offenders will be immediately and permanently removed from the site and the Contractors will be held legally and financially responsible for any loss caused by breach of this regulation.

8. HOURS OF WORK

8.1 Public/Private time:

Contractors may only be present on Stilbaai Duine Property Owners Association during the following public time hours:

Monday - Friday: 07h00 to 17h00

Private time hours are 17h00 to 07h00 weekdays, Saturdays, Sundays and all public holidays, as well as BIFSA builders holidays prescribed annually to their members.

Initial: _____ Initial: _____

8.2 Permission to work during private times:

Contractors are not allowed on Stilbaai Duine Property Owners Association during private hours, however, written permission can be obtained from the POA, in its sole and absolute discretion, in special cases to work during private time. Special applications for contractors to be present on site during private time should be lodged at least one week prior to the private time activity proposed. A special levy will be applicable for the duration of the extension of working hours at a rate not less than R100,00 per hour.

9. WATCHMEN

No watchmen will be allowed.

10. VEHICLE SIZES ALLOWED

Due to the road surfacing and limited road widths the following restrictions are placed on any vehicle entering Stilbaai Duine Property Owners Association:



11. SECURITY

11.1 The development is located in a secure and controlled environment and individual watchmen will not be allowed on Stilbaai Duine Property Owners Association during private times.

Initial: _____ Initial: _____

- 11.2 The contractor must at all times adhere to the instructions of security personnel employed by the POA (if any).
- 11.3 Personnel must be transported by vehicle to the relevant building sites and are confined to that particular site only. Personnel will not be allowed to walk from one site to another.
- 11.4 **VEHICLE IDENTIFICATION**
The Contractor’s vehicles shall require or access sticker. The sticker must be attached to the windscreen of each vehicle. The vehicle identification system will be implemented and controlled by the Developer/Security Company. The cost of the identification or access sticker will be included in the Induction Course, however, replacement stickers will cost R50.00 (VAT inclusive) each which amount may be revised from time to time at the sole discretion of the Developer. Vehicles without identification stickers will be denied access to the Development.

12. STORAGE SHEDS/HUTS

The contractor may request permission to place up to two 20 ft. shipping/freight containers within the boundaries of the erf. Only containers painted historic green will be considered. Consent of the allowance of and positioning of the container must be obtained from the POA, which shall have absolute discretion in this regard.

The Contractor must store all building materials within the site area. Materials may not be stored on the road surfaces and roadsides, access to adjoining properties and driveways in existence must be kept clear at all times. No raw galvanised iron huts are allowed on the site. The Contractor must make use of a container for offices and stores, these shall be painted in a charcoal or grey colour.

Breach:
The Contractor will be instructed to remove any structure not conforming to this regulation.

13. SPEED LIMIT

For security and safety reasons the speed limit in Stilbaai Duine Property Owners Association for all contractors’ vehicles is 20 km/h. The contractor is responsible for ensuring that all his employees, sub-contractors and delivery vehicles adhere to this rule.

14. BUILDING PLAN CONTROLS

- 14.1 The building contractor must ensure that a copy of the signed approved building plan is available on site at all times for inspection by the POA representative.
- 14.2 Any variations to the approved building plan must be submitted to the POA for signed approval and may only be implemented once the approved variation is available to the contractor.

Initial: _____ Initial: _____

15. ROADS AND ROAD VERGES

- 15.1 Contractors must ensure that the road in front of their building site is at all times kept clean. This is to minimise damage and ensure longevity of the road surface.
- 15.2 Contractors must ensure that the kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.
- 15.3 Building material must be stored on the erf. Special permission may be obtained from the POA, in its sole and absolute discretion, to store material in the road reserve directly in front of the building site, or on other approved locations should the need arise.

16. ADVERTISING

The contractor or his sub-contractors may place no advertising material on the property.

17. ELECTRICITY SUPPLY

The POA shall not be liable for damages, expenses or costs caused to residents for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity.

18. COMMON PROPERTY

- 18.1 The work undertaken by the Building Contractor shall in no way cause damage to any portion of the common property and shall not cause any inconvenience or nuisance to the residents.
- 18.2 Without detracting from the generality of the foregoing, the Building Contractor shall ensure that where the site borders the common property no vehicles will transgress onto the common property.
- 18.3 In particular, the Building Contractor acknowledges that access to the Development and the site shall be defined by the Developer / POA from time to time. Dust resulting from or occasioned by construction/erection of improvements must be effectively controlled so that no interference is caused to activities on the common property.
- 18.4 Any contractor/sub-contractor and/or his employee found within the Agricultural buildings and/or trespassing on any part of the common property will be penalized to the amount of R2 500, 00.
- 18.5 Breaching of sub paragraph 16.1 will result in a penalty to the amount of R2 500, 00 for the appropriate contractor, as well as the eviction of his employee from the estate.

19. DELIVERIES TO CONTRACTORS

- 19.1 No delivery is allowed on the Estate on Saturdays and Sundays or Public Holidays and before 07h30 and after 17h00 from Monday to Friday. The Contractor must arrange this with his suppliers.

- 19.2 Contractors will at all times be responsible for the adherence to this Code by delivery personnel. All orders must include the Owner's erf number on the delivery note.
- 19.3 Deliveries to the building site may take place only from the road frontage of the site.
- 19.4 All delivery vehicles shall leave the Development once the delivery is complete.
- 19.5 No building material may be off-loaded or stored on any sidewalk or roadway within the Development.
- 19.6 Delivery vehicles may not be parked unattended upon any roadway, sidewalk or parking bays in the Development.
- 19.7 Any diesel or oil spillage caused by any construction or delivery vehicle on any roadway or sidewalk shall immediately be cleaned by the Contractor.
- 19.8 For removal of material, plant and equipment from the Estate, the same restrictions as noted above are applicable.
- 19.9 It is the Contractor's responsibility to inform all delivery drivers/companies of the Code of Conduct requirements that are applicable to them.
- 19.10 The Contractor must ensure that the delivery drivers keep to the speed limit of 20km/h.
- 19.11 The Contractor is responsible for any damage caused by delivery drivers.
- 19.12 Deliveries are to be supervised by Contractor personnel on site with total understanding of the Code of Conduct.
- 19.13 The mixing of building materials must occur within the confines of the Erf. If any spillage of building material occurs on any paved roadway or sidewalk in the Development the Building Contractor is responsible for ensuring that such spillage is immediately cleaned.

Concrete deliveries:

- 19.14 The delivery of concrete has the potential of cause the most damage to the road surfaces and landscape vegetation of all material suppliers. It is therefore important that these deliveries are handled with particular care.
- 19.15 It is the responsibility of the specific contractor to inform the suppliers of concrete of the existing rules regarding concrete deliveries.
- 19.16 Contractors must ensure that suppliers of concrete are informed of the exact address where a delivery has to be made.
- 19.17 Any spillage from the concrete truck onto road surfaces is to be wiped away with a broom and washed off with water before concrete reaches its initial set.
- 19.18 Aggregate is to be removed from road surfaces.
- 19.19 No spillage or mixing of mortar or concrete is permitted on any road surface, or outside the site area.

- 19.20 The washing off of concrete delivery vehicles must take place within the confines of the building site and spillage and runoff contained within this site.
- 19.21 Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if it occurs.
- 19.22 Concrete deliverers whom are not informed of the exact delivery address will be refused access to the Estate.
- 19.23 Drivers found contravening the code of conduct and existing regulations will be escorted off the estate and refused re-entry.
- 19.24 Any damage incurred by concrete trucks will result in a penalty of R500,00 for the appropriate contractor.
- 19.25 R2 000.00 will be charged per transgression.
- 19.26 Speeding fines will be imposed.
- 19.27 All damage is to be fixed by the original Stilbaai Duine civil contractor at the cost of the responsible contractor. This will result in deductions from the deposit.

20. TEMPORARY ACCOMMODATION

No temporary accommodation is available or may be erected on site.

21. STAFF IDENTIFICATION

The Contractor and all his personnel shall be required to wear identification tags as per issued to each individual at induction, at all times while on the Development. The identification tags must be visible at all times.

22. USE OF INTOXICATING SUBSTANCES DURING WORKING HOURS

The use of intoxicating substances such as alcohol or drugs is strictly prohibited. Intoxicated staff will not be permitted onto the estate.

Breach:

The offending person(s) will be removed from site and will not be allowed back.

23. PRIVACY OF NEIGHBORING PROPERTIES

When building on a site where the neighboring property is being or completely developed the Contractor must screen the building site from the neighboring property by using at least 1.8m high 90% black shade cloth, maintaining it for the duration of his contract or until the landscaping is completed.

Breach:

The Contractor will not be permitted to start building work until this condition is met.

Initial: _____ Initial: _____

24. BREACH

In the event of any breach of the Building Contractors Code of Conduct the contractor or owner employer may be subject to a fine as determined by the POA but no less than R1 000 per offence committed or such other sanction as the POA sees fit to impose. Such other sanctions may include, but shall not be limited, to building stop orders. Any such action will be at the sole and absolute discretion of the Property Owners' Association.

25. CONTRACTOR

Contractor:

Contact Person:

Postal & Physical Address:

.....

.....

E-mail address:

Telephone No:

Fax No:

Cell Phone No:

Erf No:

26. ARCHITECT'S / DRAFTERS DETAILS AND DOMICILIUM

Architect / Drafter :

Contact Person:

Postal & Physical Address:

.....

.....

E-mail address:

Telephone No:

Fax No:

Cell Phone No:

Erf No:

27. EMPLOYER’S DETAILS AND DOMICILIUM

Employer:

Contact Person:

Postal & Physical Address:

.....

.....

E-mail address:

Telephone No:

Fax No:

Cell Phone No:

Erf No:

28. BANKING DETAILS FOR RETURN OF DEPOSIT

Bank :

Branch: Branch Code:

Account Name:

Account Number:

Account Type:

29. THE EMPLOYER’S RESPONSIBILITY

By its signature to this document, the employer agrees to co-operate fully with the contractor and with the Property Owners’ Association to ensure that the Property Owners’ Association’s rules and instructions are fully complied with. The employer accepts and acknowledges that it has nominated and employed the contractor and that the employer is jointly responsible to ensure that the contractor complies with the terms of this document, and any other rules, regulations and directions of the Property Owners’ Association.

The terms of this document shall supplement and operate in addition to any other rules, regulations, instructions or resolutions of the Property Owners’ Association.

Initial: _____ Initial: _____

Signed at _____ on the ____ day of _____ 20__

**For and on behalf of
the Contractor**

Signed at _____ on the ____ day of _____ 20__

The Owner/Employer

CONTACT DETAILS FOR QUERIES:

Status-Mark Property Management

11 Meyer Street, Mossel Bay 6500

P.O. Box 567, Mossel Bay 6500

Mo-Th 8.00 – 16.30

Fri 8.00 – 16.00

Tel: +27 (0)44 691 3054

Fax: +27 (0)86 571 1318

status10@status-mark.co.za



TICK LIST

STILBAAI DUINE POA

The Tick List with all the relevant documentation must be completed and handed in at the Estate Managers Office **before any building activities may commence.**

Owner: _____ Erf.: _____

Required documentation	Received	Comments
<p>Received Signed sets of:</p> <ul style="list-style-type: none"> - Plan approved by Aesthetic Committee (Bartel Viljoen Architects R5 000,00) Bartel Viljoen Cell 082 572 2842 E-mail : bartel@bvargitek.com <p>Payment to be made into the following account :</p> <p>Bartel Viljoen Trust, ABSA Cheque Account no. 4065236258 Branch code : 632 005 Fax 086 243 9969</p>		
<ul style="list-style-type: none"> - Landscaping plan approved by Aesthetic Committee (Bartel Viljoen Architects, Landscaping Architect & Ingo Berger) Dr Piet Groenewald is the Landscape Architect. His contact details Tel : 028 754 1858 and Cell : 072 875 6877, E-mail : pietgroen@telkomsa.net - Payment in the amount of R1 000.00 to be made into the following account : - PG Groenewald ABSA Cheque Account no. 2180145640 Branch code : 632 005 Fax 086 580 3073 - Payment to Aesthetic Committee for inspections E-mail : status10@status-mark.co.za - Payment in the amount of R2 500.00 to be made into the following account : - Stilbaai Duine Property Owners Association ABSA Bank Account no. 919 395 3319 Branch code : 334 613 Reference : Erf number <p>The Aesthetic Committee strongly recommends, Philip Fouche, Stilbaai Kwekery, Cell 083 233 7668, e-mail : stilbaaikwekery@vodamail.co.za, OR Warren Matthews, Stonehaven, Cell 082 460 8845 e-mail : stonehavenco@gmail.com</p>		
<ul style="list-style-type: none"> - Final Plans Approved by Municipality – submit one copy to Estate Manager 		
<ul style="list-style-type: none"> - Builders Board & Deposit Paid (R11 500) – proof paid to Stilbaai Duine POA. - R10 000 deposit is refundable after completion of the project. - R1 500 for Builders Board 		

- NHBRC Enrolment Form		
- Building Contractor's Code of Conduct - complete and signed		
- Proof of Installation of water meters and Deposit paid to Municipality		
- Proof of installation of portable toilets -		
- SKIP CONTAINERS – Skip containers for building rubble are compulsory for all building sites as soon as any work commences on the site for the duration of the building project.		
- Building contractor must take note that NO building materials (sand, bricks, trusses, etc) are allowed to be stored on adjacent plots or on the road surface. If the adjacent plot needs to be used the contractor needs written permission in advance from the owner of said plot or the POA (for public areas and roads). No trees must be harmed in any way, and if the tree needs to be moved, the Estate manager must be requested in writing and he will determine in conjunction with the developer, if the tree may be uprooted. This permission will only be given in extreme circumstances, because it is not good for trees to be uprooted once they have been planted for a long period of time.		Building Contractor's signature _____
- Estate manager confirmed with Status-Mark that all of the above documentation and proof of payments were received by Status-Mark, tel 044 691 3054.		
NO DOGS allowed in the Estate (Contractors/Sub-Contractors)		
- Start date of Building Operations		
- Completion date of Building Operations		

Herewith, I _____, as Estate Manager of Stilbaai Duine POA declares that proof was received from the owner of Erf nr. _____, that all the above requirements were met and therefore I give permission that building operations on this Erf can start. I further state that I have confirmed with Status-Mark that all the requirements were met by the owner and that they have received all payments and documentation.

Signed at _____ on _____ day of _____ 20__

Banking Details for Deposits:

Acc. Name: Stilbaai Duine Property Owners Association

Bank: ABSA

Acc. Nr: 919 395 3319

Branch code: 334 613

Reference: Erf nr. & Acc Nr as on Levy Invoice

Proof of payments to be e-mailed or faxed to: Estate Manager, nico@stilbaaidunes.com or

Fax 086 270 0657

Estate Manager
Tel 028 754 1515
Cell 082 820 4366

PROCEDURE PART A

BUILDING PLAN DESIGN AND APPROVAL PROCESS

Bartel Viljoen



B.Arch(UPE), Pr.Arch, MIArch, CIA
 Handel in Bartel Viljoen Trust IT 831/2006
 Dennegeur Plaas, Stellenbosch
 Posbus 228 , Koelenhof, 7605,
 email: bartel@bvargitek.com
 selfoon: +27 82 572 2842
 faks: +27 86 243 9969

PROCEDURE

Plan approval process

1. Register project at POA of Stilbaai Duine Security Estate.
2. Provide information to be reflected on invoice, to POA.
3. Invoice will be prepared by BVA and forwarded to POA for client receipt.
4. Payment of **R5 000 (Excluding VAT)** for the **Architectural Scrutiny Fee** to be made into the following account :
Bartel Viljoen Trust
ABSA Cheque account No. 4065236258
Branch code : 632 005
E-mail : bartel@bvargitek.com, Fax 086 243 9969
5. Submit Sketch plans Stage 1
6. Upon receipt of payment, Design Review Committee will scrutinize and submit findings to owner and POA office.
7. Payment of **R1 000 (Excluding VAT)** for the **Landscaping Scrutiny Fee** to be made into the following account :
PG Groenewald
ABSA Cheque Account no : 2180145640
Branch code : 632 005
E-mail : pietgroen@telkomsa.net, Fax : 086 580 3073

The scrutiny fees will be revised yearly.

The following specifications must be adhered to.

Accreditation of Architects:

- 1.1. Any design shall only be accepted by the association if the Architects/practice has been accredited by the Association as well as the one local designer and drafter, Victor Visagie, that the developer has approved.
- 1.2. Details of the accreditation process will be reviewed from time to time by the Trustees and these details can be obtained from the Association.
- 1.3. All plans for the construction of buildings, their modification or restoration, should be prepared by an architect who is registered with the **SACAP**
The South African Council for the Architectural Profession .
www.sacapsa.com

2. Regulations:

- 2.1. It is recorded that the local authority has approved the terms and conditions of this manual. No amendments to, or departures from, the terms and conditions of this manual will be allowed without the written consent from a duly authorised representative of the local authority.
- 2.2. The owner must obtain from the Association, prior to the submission of the design concept and sketch plans, a list of the requirements relating to the details to be provided for the plan approval process and also obtain all documentation including erf diagrams, services connection diagrams and contour plans that may be required in order to facilitate the design process. The minimum submission requirements are listed under paragraph 2.6.6 below.
- 2.3. It will be the responsibility of an owner to ensure that he or she is in possession of the current version of the design manual.
- 2.4. Submissions will be considered within the timeframes stipulated in the National Building Regulations Schedule, i.e. (i) within 30 days for houses smaller than 500 m² and (ii) 60 days for houses of size 500m² and above. Full written reasons for any refusal and/or amendments to plans by the Association will be attached to the plans.
- 2.5. Should the design change markedly from the original approved sketch proposal- the design will need to be re-submitted and submission fees will be payable to the Association again.
- 2.6. The approval process will involve the following stages:

2.6.1 **First Stage:** The design concept and sketch plans must be submitted to the **Design Review Committee** for approval. The sketch submission must include the following:

- Copy of the site diagram as issued by the developer.
- Contour base plan with contours at 500mm indicated.
- Site plan.
- Permissible coverage and actual coverage as a percentage and in terms of square meters.
- North point.
- Roof plan.
- Floor plans.
- Two elevations minimum. (one must be the street facade).
- Two sections minimum through the main structure indicating relevant heights.
- Position of driveway and all hard landscaping finishes.
- Building lines indicated

2.6.2 **Second Stage:** After the design concept and sketch plans have been approved the detailed design and working drawings should be submitted, in fivefold for final approval by Design Review Committee, before they are submitted to Hessequa Municipality. Payment of the sidewalk deposit and/or rubble removal fee must be made prior to or simultaneous with this approval. The Design Review Committee will place a stamp of approval on the plans and four copies will be returned to the applicant.

The Municipality will not consider building plans without the Association's stamp of approval.

2.6.3 **Third Stage:** After the detailed design and working drawings have been approved they must be submitted to the local authority (Hessequa Municipality) for approval. Certain prescribed fees will be payable at this stage to the local authority. Should the requirements of the local authority or any other statutory authority or the National Building Regulations conflict with this design manual then such other requirements will take precedence. The more restrictive measure will also always prevail. Applications for any waivers of the National Building Regulation or any other Municipal regulations should be approved by the Property Owner's Association beforehand.

2.6.4 **Landscape plan:** Landscape plans to be submitted to Dr Piet Groenewald.

2.6.5 The POA reserves the right to enforce the necessary amendments to any site layout, building, landscaping or other design which may be deemed necessary to satisfy' the conditions laid down in the Manual for Development and Design. It can also call for further information, drawings, samples of materials, etc., as may be deemed necessary to make a proper evaluation and review of submissions.

2.6.6 The working submission must include the following:

- 2.6.6.1 Copy of the site diagram as issued by the developer.
- 2.6.6.2 Contour base plan with contours at 500mm indicated.
- 2.6.6.3 Site plan.
- 2.6.6.4 Permissible coverage and actual coverage as a percentage and in terms of square meters.
- 2.6.6.5 North point.
- 2.6.6.6 Roof plan.
- 2.6.6.7 Floor plans.
- 2.6.6.8 All elevations minimum.
- 2.6.6.9 Two sections minimum through the main structure indicating relevant heights.
- 2.6.6.10 Position of driveway and all hard landscaping finishes.
- 2.6.6.11 Soft landscaping layout- including plant species.
- 2.6.6.12 Building lines indicated.
- 2.6.6.13 Drainage plan.
- 2.6.6.14 Location of any retaining structures.
- 2.6.6.15 Schedule of exterior finishes.
- 2.6.6.16 Schedule of windows and doors.
- 2.6.6.17 Position of external lights.
- 2.6.6.18 Braai elevations.
- 2.6.6.19 Position of pool.
- 2.6.6.20 Position/s of pergolas.
- 2.6.6.21 All boundary wall elevations.
- 2.6.6.22 Adjacent areas of private open space arid verge.
- 2.6.6.23 All grading, retaining and terracing intended to be undertaken, including gradients and structural elements must be indicated.
- 2.6.6.24 All plant material, species, numbers, spacing and size must be indicated, including grass species for lawns and must conform with the restrictions in plant choice given in these guidelines.
- 2.6.6.25 All paving, water features, swimming pools, pumps and filters, fences, gazebos arid any other structural elements must be indicated and the intended finishes specified. This must include details of storm water handling and elevations where relevant.

- 2.6.6.26 The irrigation layout, pipelines, head positions and head types and intended coverage area.
 2.6.6.27 Clotheslines, dustbin storage areas and other utility areas and their screening must be indicated.

3. Building process

- 3.1. The owner must obtain from the Association a list of the requirements relating to the building process.
- 3.2. A monthly building management fee and/or sidewalk deposit will be payable. The sidewalk deposit less deductions, if applicable, will be refunded at the end of the building period.
- 3.3. The Association will be entitled to regulate the activities of all building and other contractors and determine that the contractor(s) and the owner enter into an environmental contract with the Association for this purpose.
- 3.4. No building work shall commence until all the relevant requirements shall have been complied with.
- 3.5. The sidewalk deposit and/or rubble removal fee must be paid and, if applicable, the agreement must have been concluded prior to the commencement of building operations.

*Any design that does not comply with the stated design philosophy, or does not contribute to realize the vision for Stilbaai Duine estate, or seems to “compete” with the natural setting or the surrounding context, will be rejected even if in theory the design complies with design guidelines.
 The design guidelines state minimum standards only. Their compliance does not necessarily mean that a building design has achieved an acceptable quality. The design review committee reserves the right to reject any design that does not support the vision / philosophy or that is considered visually inappropriate to the development.*

STILBAAI DUNES DEVELOPMENT

Here is a list of some of the professionals that are associated with the development. You are more than welcome to consider using them, for services/quotations when you start planning your house.

1. **DEVELOPER :**

NS Viljoen
 Stilbaai Duine (Pty) Ltd
 PO Box 658, Stilbaai, 6674
 1 Preekstoel Road, Stilbaai East

Cell : 082 820 4366
 Tel : 028 754 1515
 Fax : 086 270 0657
 E-Mail : nico@stilbaaidunes.com

2. **AESTHETIC COMMITTEE :**

Bartel Viljoen
 Bartel Viljoen Architects
 PO Box 228
 Koelenhof, 7605

Cell : 082 572 2842
 Fax : 086 243 9969
 E-mail : bartel@bvargitek.com

3. **ARCHITECTS**
 Bartel Viljoen
 Bartel Viljoen Architects
 PO Box 228
 Koelenhof, 7605
&
 Karen Nel
 SDK Architects Inc.
 PO Box 845, George 6530
 131 Mitchell Street, **George**
- Cell : 082 572 2842
 Tel :
 Fax : 086 243 9969
 E-mail : bartel@bvargitek.com
- Cell : 082 896 5647
 Tel : 044 874 2304/5
 Fax : 044 874 2307
 E-mail : Karen@sdkarchitects.com
4. **ARCHITECTURAL TECHNOLOGIST**
 Victor Visagie
 Victor Visagie Architecture
 PO Box 607
Stilbaai, 6674
- Cell : 082 788 7971
 Tel : 028 754 1170
 Fax : 086 539 1469
 E-mail : argitektuur@victorvisagie.co.za
5. **LANDSURVEYOR – Also for contour plans**
 Tommie Visagie
 Mossel Bay, 6500
- Cell : 083 382 1615
 Tel : 044 691 2613
 E-mail : tommie@tomvisgeo.co.za
6. **STRUCTURAL ENGINEER**
 Cobus Louw
 Cobus Louw Pr. Ing
 Mossel Bay, 6500
- Cell : 072 423 3208
 Tel : 044 692 0441
 Fax : 086 6192 839
 E-mail : cobuslouw@absamail.co.za
7. **LANDSCAPE CONTRACTORS**
 Philip Fouche
 Stilbaai Kwekery
 Stilbaai, 6674
OR
 Warren Matthews
 Stonehaven
 Stilbaai, 6674
- Cell : 083 233 7668
 Fax : 086 542 7510
 E-mail stilbaaikwekery@vodamail.co.za
- Cell : 082 460 8845
 E-mail stonehavenco@gmail.com
8. **LANDSCAPE ARCHITECT**
 Dr PG Groenewald
 PO Box 559
 Stilbaai, 6674
- Cell : 072 875 6877
 Tel / Fax : 028 754 1858
 E-mail : pietgroen@telkomsa.net
9. **SALES**
 Beon Wheeler
 Stilbaai Duine Eiendomme
 PO Box 658
 Stilbaai, 6674
- Cell : 082 322 7269
 E-mail sales@stilbaaidunes.com
10. **MANAGING AGENT**
 Willem & Antoinette Prinsloo (Owners)
 Status-Mark, Mossel Bay
 Contact : Tessa Brown
 PO Box 567, Mossel Bay, 6500
- Tel : 044 691 3054
 E-mail : status10@status-mark.co.za
 Fax : 086 571 1318

11. **ATTORNEYS**

Willem Luttig
Transport Attorney
George

Cell : 082 490 2966
Tel : 044 873 2043 x123
E-pos WillemL@raubenheimers.co.za

&

Dr Willie van Breda
Commercial Attorney
George

Cell : 082 774 3360
Tel : 044 873 2043 x106
E-pos Williev@raubenheimers.co.za

12. **HESSEQUA MUNICIPALITY**

Hendrik Visser
Chief : Town Planner

Cell : 083 269 3107
Tel : 028 713 8018
Fax : 028 713 8075
E-mail : hendrik@hessequa.gov.za

Christo Hamman
Chief : Building Control

Cell : 082 447 7861
Tel : 028 713 7831
E-mail: christo@hessequa.gov.za

Louis Labuschagne
Superintendent Civil Services

Cell : 072 036 4069
Tel : 028 713 7831
E-mail : louis@hessequa.gov.za

Sakkie Rust
Electrician

Cell : 079 242 4774
Tel : 028 713 7831
E-mail: sakkie@hessequa.gov.za

For a list of builders – please contact Hessequa Municipality Tel 028 713 7831

GUIDELINES PART A

ARCHITECTURAL DESIGN MANUAL

Bartel Viljoen



B.Arch(UPE), Pr.Arch, MIArch, CIA
Handel in Bartel Viljoen Trust IT 831/2006
Dennegeur Plaas, Stellenbosch
Posbus 228 , Koelenhof, 7605,
email: bartel@bvaqitek.com
selfoon: +27 82 572 2842
faks: +27 86 243 9969

ARCHITECTURAL DESIGN MANUAL

INDEX	PAGE
INTRODUCTION	59
A SENSE OF PLACE	59
STILBAAI	60
GEOGRAPHICAL INFORMATION	60
STILBAAI'S CLIMATE	60
THE DESIGN PHILOSOPHY	61
DEFINITIONS	61-63
ARCHITECTURAL PRINCIPLES:	63
PRIMARY ELEMENTS	63
FORM & SPACE	63
ORDER & CONNECTIONS	64
PROPORTION & SCALE	64
ARTICULATION	64
TECTONICS	65
THE BUILDING ENVELOPE:	65
ZONING	66-67
BULK	67
COVERAGE	67-68
HEIGHT RESTRICTIONS	68-69
BUILDING LINES	69-70
VEHICULAR ACCESS & PARKING	71
TOPOGRAPHY	72
CLIMATE	73
MASSING	73
FORM	73-75
ARCHITECTURAL ELEMENTS:	76
WALLS	76-77
ROOFS	77-79
OUTBUILDINGS AND GARAGES	79-80
DOORS & WINDOWS	81-85
SECONDARY ELEMENTS	85-89
EXTERIOR/SITE ELEMENTS	89-91
RETAINING STRUCTURES	91-92

INTRODUCTION

Stilbaai Dunes Security Estate offers its prospective owners the opportunity to invest in a lifestyle concept, situated within a unique natural setting. It is the intention of this manual to form a foundation for a cohesive, sensitive and holistic design approach that will benefit all occupants, without enforcing a foreign stylized ideal.

This architectural and landscaping manual advises home owners of properties in Stilbaai Dunes Security Estate of the style and nature of architecture that is required for the Estate. It provides an outline of the design possibilities and sets out specific options and requirements for the dwellings and the landscaping. The document offers architectural inspiration and guidance for the exciting and creative process of designing homes that will be set in a unique natural setting, and it explains the procedure for submitting plans to the Stilbaai Dunes Security Estate Property Owners Association (hereafter referred to as the ‘Stilbaai Duine Property Owners Association’).

The principals and design criteria in this document will create a development that compliments the natural setting, taking aesthetic and design reference from the historic forest hut type buildings found in the forests surrounding Stilbaai. The character of the architecture should therefore be one of simplistic neutrality, unimposing on the natural setting.

Note:

The manual is supplementary to the National Building Regulations.
The Property Owners Association of Stilbaai Dunes reserves the right to make amendments and changes to this manual at any time without prior notification, with the consent of the Hessequa Municipality.
These guidelines will be subject to periodical revision.



A SENSE OF PLACE

Before designing within a certain environment, especially one as sensitive as this, careful consideration needs to be taken in the reaction towards it. A certain “Sense of Place”, understanding towards the working environment, need to be created before proceeding. Therefore here follows a very brief background of the place the development is situated within.

Stilbaai Dunes is sited on the east side of Stilbaai at the popular swimming beach, this is a unique and special location, the meeting place of the land and sea, where the rising slopes offer vistas to the sea and river below.

STILBAAI

Stilbaai, also known as the Bay of Sleeping Beauty, is part of the Garden Route. It is situated 26 km away from the N2 main road between Mossel Bay and Riversdale at an estuary where the Goukou river meets the Indian Ocean. The nearest national airport is at George, 150 km from Stilbaai. It has its own landing-strip for small aircraft and a small fishing harbour.

Although the popularity of Stilbaai as one of the best tourist destinations on the Garden Route is growing at an ever-increasing rate, it maintains its characteristics as a pollution-free, safe and peaceful destination. It has long stretches of white sandy beaches, mild weather and a river which is navigable for 15 km.



Stilbaai is developing and expanding rapidly, but manages to maintain well-balanced commercial interests and to keep its natural environment intact. It has a number of nature reserves within its boundary. Good quality accommodation is available at competitive prices. It is recommended, however, that early bookings be made for the December and Easter holiday seasons. All the necessary services such as medical and supply services which include three franchised grocery shops, many excellent restaurants and take-away food providers are present.

The weather is ideal for holiday making with moderate temperatures, and beautiful sunshine days. Stilbaai offers wonderful water-sport facilities including fishing, scuba-diving and lots more as well as other types of sport.

It has a population of about 6000 permanent residents and also has two villages, Jongensfontein and Melkhoutfontein, within its boundary. Jongensfontein, a coastal village, is 10 km away along the coast and offers a spectacular view on the ocean. Melkhoutfontein, about 7 km inland from Stilbaai, is a friendly community mainly consisting of the descendants of the original fishermen of this area and are today mainly involved in the fishing and building industries.

GEOGRAPHICAL INFORMATION

Stilbaai is situated off the N2 highway, between Riversdale and Albertinia. Turn south at the Stilbaai signpost. After 26 km the road ends in our beautiful town.

Distances by car from:

- Johannesburg 1 330 km 13 hrs
- Cape Town 350 km 3½ hrs
- Port Elizabeth 500 km 4½ hrs
- George (also George airport) 150 km 1½ hrs
- Mossel Bay 98 km 1 hr

STILBAAI 'S CLIMATE

Stilbaai is blessed with a moderate climate and the fresh unpolluted air is due to a gentle breeze blowing from the placid ocean.

This area receives rain almost equally in all four seasons with peaks in autumn and spring.

Temperatures fluctuate between 20 °C and 28 °C on average in summer and between 12 °C and 20 °C on average in winter. Rainfall averages 639,2 mm per annum.

THE DESIGN PHILOSOPHY

The development of Stilbaai Dunes has been one of a holistic approach, whereby the Architecture and Landscaping result in a development sympathetic to the natural coastal setting. Dwellings should be contextually sympathetic to the topography and natural hues of the environment.

The resulting architecture should be one in which, contemporary beach bungalow type buildings of modest scale, grow out of the site. It is expected that architectural concepts be developed with sympathy to the environment and that introduction foreign styles i.e. “Tuscan” or “Georgian” be discouraged. Buildings should be seen as a series of forms whereby each form’s sitting, height, scale, etc., may respond and adjust to the natural topography. Large scales cut and fill type developments are seen as very unsympathetic and will not be allowed.

The intention is to develop a unique cohesive architectural character as an appropriate response to a sensitive environment evocative of Stilbaai as a “Genius Loci”. This will be promoted by the use of natural stone, timber and other building materials that will be common throughout Stilbaai. Earthy and natural tones will allow buildings to merge with the landscape, and together with natural stone retaining walls, create a development that compliments the environment rather than contrasts it.

The beauty of these buildings is characterized by an architectural simplicity and order, and an elegance and humanising sense of scale and proportion. Furthermore, the individual buildings group well within a ‘village type’ urban setting to create a visually harmonious development. The scale, proportion and simplicity of these villages are characteristics that Stilbaai Dunes envisages. These buildings should portray an elegance and simplicity that is typical of a concept of living that the Estate will create in a tranquil setting for a modern society.

The dwellings should therefore be contextually sensitive, and it is important that the owners and their architects buy into the vision for the Estate, and work together to support the principals of the guidelines and create an environment that is visually harmonious.

The design manual allows for a variety of external and internal architectural responses, and the overall character of the development will be evident through the use of harmonizing external elements such as wall colour, texture and finish, roof shapes and colour, and standardized form of boundary and site walling. Earthy coloured walls combined with elements of natural stone, and neutrally coloured aluminium windows and shutters, as well as mono -pitched neutrally coloured metal sheet roofing, all of which refer to a fragmented contemporary style which is sympathetic towards nature, will characterise the development.

DEFINITIONS

Unless the context otherwise indicates, the under mentioned words shall have the following meanings:

ACCOMMODATION BUILDING means a building (other than a dwelling house, group house, flat) for human habitation, together with such outbuildings as are normally used therewith and includes a quest house, boarding house, licensed hotel (excluding an off-sales facility), old age home, children’s home and hostel, but does not include a place of instruction or institution.

ADDITIONAL DWELLING UNIT means a dwelling unit for which the special consent of the Council has been obtained and includes a dwelling unit of at least 25 m² and at most 100 m² in area and which satisfies any other conditions layed down at the time of the approval of the consent. Such dwelling unit must be erected on a land unit in Agricultural zone or Residential I zone, provided that the dwelling unit may be erected on the same cadastral unit as the primary unit and that in the Agricultural zone, one unit in all cases and additional units at a density of one unit per 10 ha to a maximum of 5 additional dwelling units may be permitted.

BASEMENT means that portion of a building, the finished floor level of which is at least 2 m below, and the ceiling of which is at most 1 m above, a level halfway between the highest and lowest natural levels of the ground immediately contiguous to the building. It may only be used as a garage, store room or laundry.

BUILDING means, in addition to the meaning assigned thereto any structure or erection whatsoever, irrespective of its nature or size.

BUILDING LINE means the line delimiting the area measured from the boundary of a land unit, or from a setback, if any, within which no building or other structure except a boundary fence may be erected.

CADASTRAL BOUNDARIES means the erf boundary as indicated on the approved General Plan. This area will be pegged, but may not be fenced.

COUNCIL means the Municipality of Stilbaai to whose area of jurisdiction these regulations apply.

COVERAGE means the total area, expressed as a percentage of a site, that may be covered by buildings measured over outside walls and covered by a roof or projection; provided that the area covered by the first metre (as measured from the outside of the exterior wall concerned) of an eave or other similar projection shall not be included in the calculation of the permissible coverage; provided further that covered parking is included under the meaning of coverage.

DWELLING HOUSE means a building containing only one dwelling unit;

DWELLING UNIT means a self-contained inter-leading group of rooms with not more than one kitchen, used only for the living accommodation and housing of a single family, together with such outbuildings as are ordinarily used therewith.

FLOOR FACTOR means the factor (expressed as a proportion of 1) which is prescribed for the calculation of the maximum floor space of a building or buildings permissible on a land unit; it is the maximum floor space as a proportion of the net erf area.

FLOOR SPACE in relation to any building or structure means the area covered by a roof, slab or projection, excluding a projection proceeding 1 m over an exterior wall or a similar support; provided that the area which is covered by a canopy or projection on the street side of the business zones shall not be regarded as floor space. Floor space shall be measured from the outer face of the exterior walls or similar supports of such building or structure and where a building or structure consists of more than one storey, the total floor space for the purposes of the definition of "maximum floor space" shall be the sum of the floor space of all the storeys, including that of basements.

GROUP HOUSING means a group of separate and/or linked dwelling units planned, designed and built as a harmonious architectural entity.

GROUP HOUSING SITE means one or more land units on which a group housing scheme has been or is to be erected. Sites may be subdivided or dwelling units may be registered as sectional title units.

HEIGHT means the vertical distance which may not be exceeded by any portion of a building, and is measured from the average level between the highest and lowest point at which the building concerned intersects the natural ground level; provided that where more than one dwelling unit is permitted on a cadastral unit, each dwelling unit at ground level plus that part of the structure vertically above, shall, for the purposes of this definition, be regarded separately as a building.

OUTBUILDING means a structure, whether attached to or separate from the main unit, which is designed to be normally utilized for the housing of domestic staff, for the garaging of motor vehicles and for storage purposes in so far as these uses are usually and reasonable required in connection with the main structure, but does not include second dwelling units;

SECOND DWELLING UNIT means a secondary dwelling which is constructed on premises where a dwelling already exists by means of the addition of a second kitchen with or without a stove and/or a dish-washing basin, but does not include a mobile home;

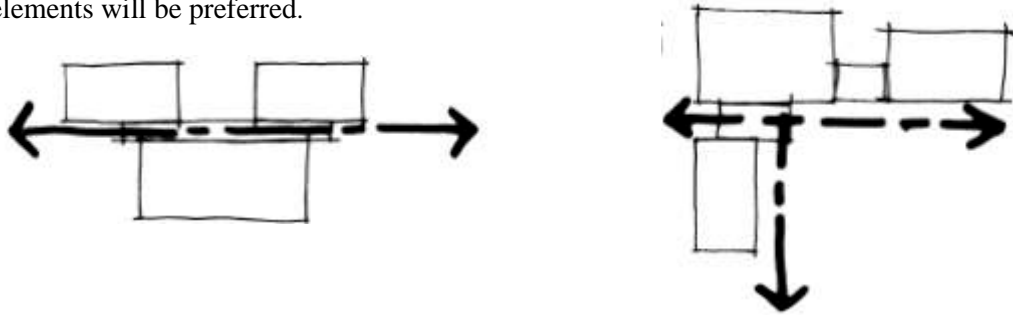
SITE DEVELOPMENT CONTROL DIAGRAM means a site specific plan indicating all development control parameters in graphic form.

STOREY means a single level of a building, excluding a basement, which does not exceed a height of 4m, measured from finished floor level to finished floor level or to the ceiling in the case of the top storey.

ARCHITECTURAL PRINCIPLES:

PRIMARY ELEMENTS

The resulting architecture should be a composition of strong linear elements defined by strong planar elements resulting in a simplified reaction on the environment. Strong expressive linear arrangement of elements will be preferred.



FORM & SPACE

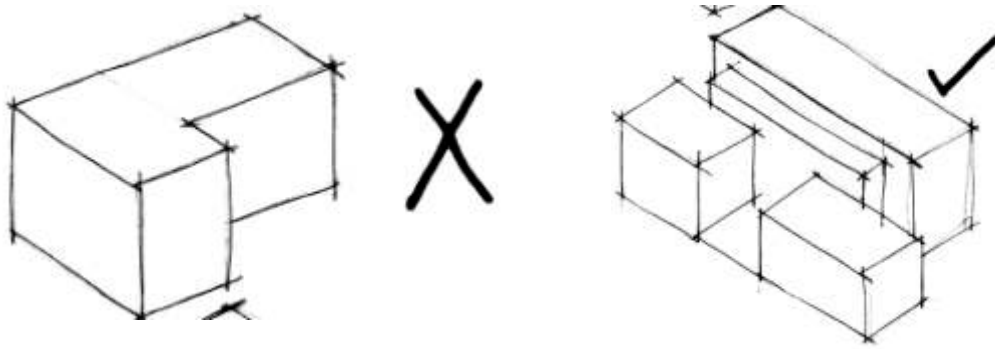
Plan forms should be composed of simple geometrical rectangular and/or square forms. The basic form of the house must result from the addition of simple, distinctive and clearly articulated rectangular and/or square “boxes” This principle must be applied in all aspects and dimensions of the architectural design and must be clearly legible. Volume components of large houses should be of the same size as those of small houses.

Free flowing “natural” formalistic approach is encouraged without being “organic” in form.

The geometric forms should be a reaction on the environment and not a cheap imitation or mimic thereof.



The built form should also be fragmented, avoiding too heavily massed built form. This fragmentation can be achieved by means of combining simple geometrical form into a single built form. No singular building mass will be allowed, even if it is articulated by means of subtraction.



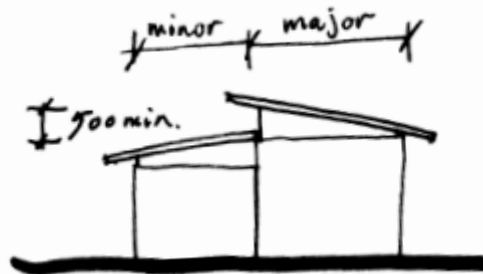
ORDER & CONNECTIONS

Building forms should be composed of main and secondary-plan elements connected by smaller connecting forms e.g. Lean-to roofs connected via smaller flat roofs.

The primary building elements should be arranged in an architectural order. Haphazardly arranged geometrical shapes will not be allowed.



Where a flat concrete roof is used as a connecting element between two major forms, the top of the concrete parapet must be at least 200 mm below the fascia boards of the major roof elements. The minor plan forms should also be at least 500mm lower than major elements.

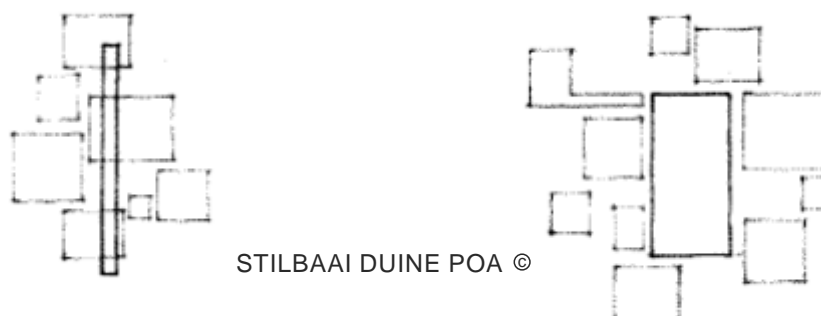


PROPORTION & SCALE

The building elements should be related to each other in proportion and scale. All components should be relatively in the same proportions to each other. A specific proportioning system will not be enforced, but proportions will have to be clearly defined and legible. Vertical and horizontal proportions should be either square or rectangular in shape with a minimum proportion of 1.618 (Golden Section) if not 1:1.

ARTICULATION

Platonic forms and shapes should be articulated by means of additive transformation. Uninterrupted, visually heavy, unarticulated and massive forms will be prohibited, whether in compliance with design guidelines or not. The edges and connections of the forms should be clearly legible and articulated.



TECTONICS

The main philosophy of the development is one of cohesion with nature. This cohesion or “one with nature” can be achieved with the use of color, materials and texture that reflects the surroundings, rather than a specific style. The tectonics of the architecture should compliment the natural surroundings. The textures of materials should be expressive and the palette of colors should be subtle natural colors accented in between with darker hues to give depth and fragmentation of the building mass.

1.0 THE BUILDING ENVELOPE:

The following are zoning parameters applicable to the Stilbaai Dunes Development. Supplementary to these parameters, each individual plot will be provided with a Site Development Control Diagram that will regulate architectural and landscaping detail where applicable. Please note that any consent use or relaxations will be subject to Stilbaai Dunes Property Owners Association discretion and prior approval.

The development gets subdivided into phases (See fig. 1 below), consisting of four residential and one resort zones. The phases consist of the following:

Phase 1 & 2: Zoned Residential I (Single Residential) and Residential III (Group housing) as designated to specific plots, consisting out of 220 erven ranging from 400 to 1400 square meters.

Phase 3: Resort II (Apartments) Consisting out of 50 Apartments

Phase 4: Resort II (Holiday Facilities), Business II, and Restaurant.

The rest can be defined as Private Open Space.

Please note that the phasing number allocation does not necessarily denote a time frame.

These guidelines are to be read in conjunction with the Stilbaai Municipality’s Scheme Regulations dated, May 2001, with the latter taking precedence.

Fig. 1



1.1 Zoning: See fig. 2



Fig. 2

Residential I (Single Residential)

Primary Use : Dwelling house and associated outbuildings subject to Stilbaai Dunes Architectural Guidelines

Consent use : Second Dwelling unit subject to Stilbaai Dunes Architectural Guidelines

No accommodation establishment (e.g. Bed & Breakfast) will be allowed.

Second Dwelling units may be allowed with Council's consent, provided that the floor space of such a unit shall be included in the maximum floor factor as stipulated below, and that the second dwellings may not exceed one third of the floor area of the main dwelling up to a maximum of 100m² (including garages) in extent. Provided further that a second dwelling unit or any other structures on a single residential site, shall not be alienated by means of sectional title.

Residential III (Group housing)

Primary Use : Group housing and associated outbuildings subject to Stilbaai Dunes Architectural Guidelines

Consent use : Retirement village

Resort II (Apartments)

Primary Use : Apartments and associated outbuildings subject to Stilbaai Dunes Architectural Guidelines

Consent use : Group housing, Single residential, Professional use, Accommodation.

Resort II (Holiday Facilities)

Primary Use : Holiday Facilities subject to Stilbaai Dunes Architectural Guidelines

Consent use : Tourism, Resort shop

Business II (Consent Use Shops)

Primary Use : Business subject to Stilbaai Dunes Architectural Guidelines

Consent use : Accommodation, Place of instruction, Assembly, Entertainment .

Resort II (Restaurant Business)

Primary Use : Business subject to Stilbaai Dunes Architectural Guidelines

Consent use : Entertainment

Open Space II (Private Open Space)

Primary Use : Private Open Space subject to Stilbaai Dunes Architectural Guidelines

Consent use : None

2.0 Bulk:

Residential I (Single Residential)

Bulk/Usable area: Minimum site area requirement of 500m² .

Floor area: Total permissible floor area: 0.75 of which no more than 0.5 may be on first floor.

Residential III (Group housing)

Bulk/Usable area: Maximum density of 20 units per gross ha.

Floor area: Total permissible floor area: 1.0

Resort II (Apartments)

Bulk/Usable area: Minimum site area requirement of 1500m² and maximum of 5000m².

Maximum density of 50 Units @ 120 m²

Floor area: Total permissible floor area: 2.0

Resort II (Holiday Facilities)

Bulk/Usable area: As per approved SDP. (See attached diagrams)

Business II (Consent Use Shops)

Bulk/Usable area: Maximum floor factor of 1.8, of which not more than 0.8 may be used for apartments or accommodation above the ground floor.

Resort II (Restaurant Business)

Bulk/Usable area: Maximum floor factor of 1.8

Open Space II (Private Open Space)

Bulk/Usable area: No structures permitted, except as per landscaping guidelines.

3.0 Coverage:

Residential I (Single Residential)

Coverage: Maximum of 50% of site area. (Including second dwelling consent use)

Note:

The minimum house size that will be allowed is **150m²** inclusive of garages, outbuildings, verandas and second dwellings.

Residential III (Group housing)

Coverage: Maximum of 40% of site area in cases where double storey is allowed, and a maximum of 60% of site area in cases where only single storey is allowed.

Note:

The minimum house size that will be allowed is **120m²** inclusive of garages, outbuildings, verandas and second dwellings.

Resort II (Apartments)

Coverage: Maximum of 30% of site area.

Resort II (Holiday Facilities)

Coverage: As per approved SDP. (See attached diagrams)

Business II (Consent Use Shops)

Coverage: Maximum of 100% of site area, subject to additional restrictions.

Resort II (Restaurant Business)

Coverage: Maximum of 100% of site area, subject to additional restrictions.

Open Space II (Private Open Space)

Coverage: No structures permitted, except as per landscaping guidelines.

4.0 Height Restrictions:

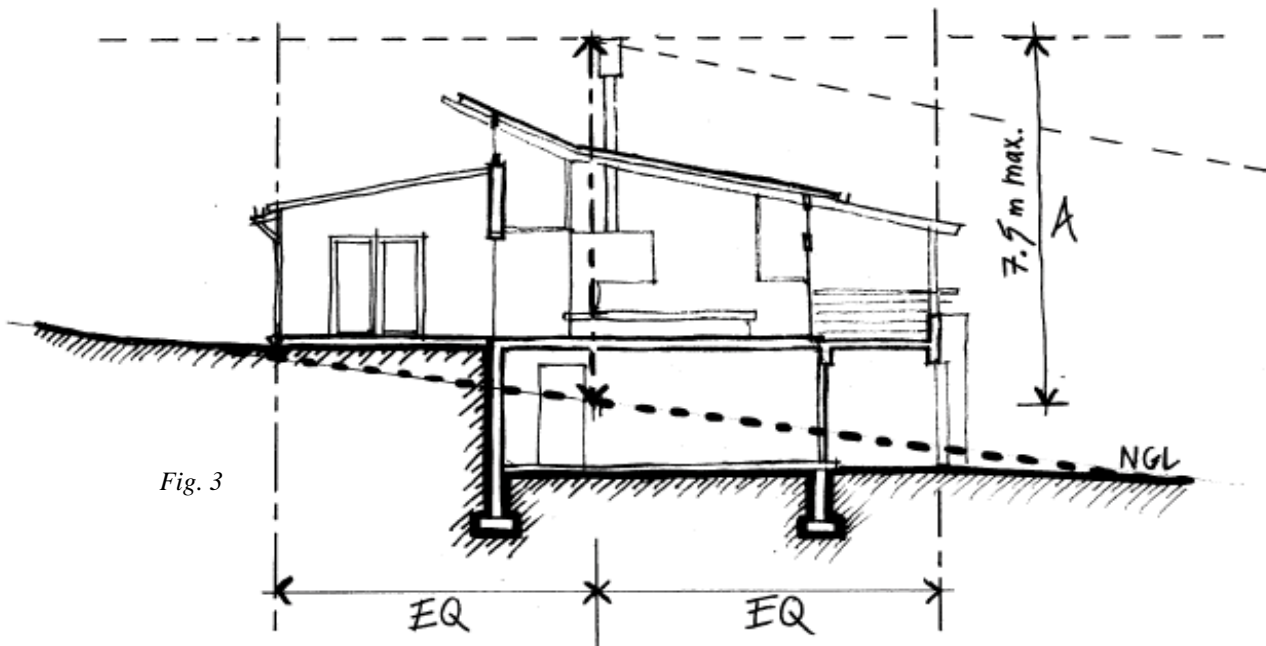


Fig. 3

Residential I (Single Residential)

Height: Maximum 7.5m (distance marked A in diagram above) above the mean level between the highest and lowest natural ground level abutting the building at any point, with a maximum of 2 stories, provided that, only 50% of the footprint of the building may be double storey (including double volume), and basements are excluded from this rule (see definition of a basement storey). See fig. 3

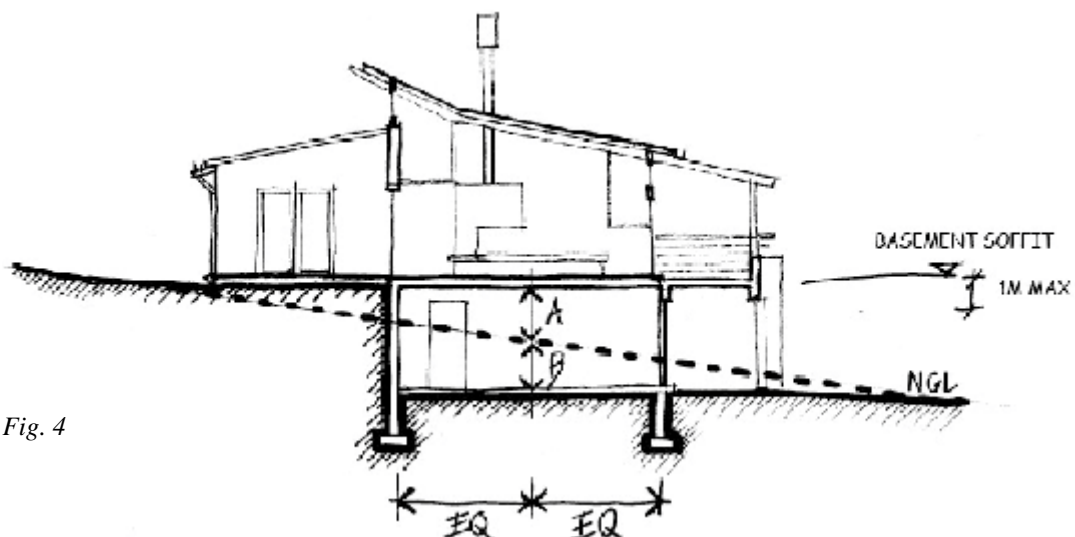


Fig. 4

The basic rule for a Basement Storey, as illustrated in See fig. 4 is as follows:

The height of the floor level (as denoted with “B” in figure above) must be at least two meters below, and the ceiling (as denoted with “A” in figure above) must be at most one meter above, the line halfway between the highest and lowest point of the natural ground line abutting the building. The use of this storey will be restricted to only garaging, storage or wash room. No living spaces will be permitted.

Natural ground levels (N.G.L.) are considered as the levels that are documented on the existing contour survey and indicated on the individual “Property Diagram” of each erf.

Residential III (Group housing)

Height: As per Residential I (Single Residential), see above.

Resort II (Apartments)

Height: As per Residential I (Single Residential), see above.

Resort II (Holiday Facilities)

Height: As per approved SDP. (See attached diagrams)

Business II (Consent Use Shops)

Height: Maximum of two storeys, excluding basements. (see rules above)

Resort II (Restaurant Business)

Height: Maximum of two storeys, excluding basements. (see rules above)

Open Space II (Private Open Space)

Height: No structures permitted, except as per landscaping guidelines.

5.0 Building Lines:

Residential I (Single Residential)

Street building line: Minimum of 4.5m, subject to rules below.

Side building line: Minimum of 1.5m, subject to rules below.

Back building line: Minimum of 3m, subject to rules below.

Irrelevant to the rules above:

- a) The street building line is at least 3m where the average depth of a property (taken perpendicular to the street boundary of such a property) is not more than 20m.
- b) the roof overhang can extend over the prescribed building lines by 1m max.
- c) the Property Owners Association with consent of the municipality can allow for any outbuilding or additional dwelling to encroach over the side- and back- boundaries subject to the following:
 - i. The street building line must be adhered to.
 - ii. The specific building or part thereof is limited to a single storey.
 - iii. No doors and windows will be allowed in the walls of the mentioned building that fronts the encroached boundary.
 - iv. An additional entrance of at least 1m wide as access to the open area should be supplied, except for a inner courtyard.

In case where of off-street parking or garages accessing directly from the street, the 4.5m building line will override the 3m relaxation.

Residential III (Group housing)

Street building line: Minimum of 4.0m, subject to rules below.

Other building lines: 1m, except where it is adjacent to other usage zone then 1.5m minimum applies, agricultural zoning excluded.

Resort II (Apartments)

Street building line: Minimum of 8.0m.

Side & Back building line: Minimum of 4.5m or half of the height of the building, whichever is the highest, subject to rules below.

- a) The Property Owners Association with consent of the municipality can allow for any outbuilding to encroach over the side- and back- boundaries subject to the following:
- v. The street building line must be adhered to.
 - vi. The outbuilding or part thereof is limited to a single storey.
 - vii. No doors and windows will be allowed in the walls of the mentioned building that fronts the encroached boundary.
 - viii. An additional entrance of at least 1m wide as access to the open area should be supplied, except for a inner courtyard.

Resort II (Holiday Facilities)

Building lines: As per approved SDP. (See attached diagrams)

Business II (Consent Use Shops)

Street building line: Zero building lines, 0m

Side & Back building line: The same building lines as for the surrounding zoning applies, agricultural zoning excluded.

Additional building line restrictions: Any building or part thereof will only be allowed to encroach over the side- and back- boundaries if its façades on those boundaries contain no ventilation openings, doors or windows.

Basement storeys: In accordance with article 190(17) of the Ordinance on District Councils, of 1976 (Ordinance 18 of 1976) and article 188(17) of the Municipal Ordinance, 1974 (Ordinance 20 of 1974) as well as the requirements of the National Building Regulations, can basements extend over the building lines, if the basement is contained wholly below the ground.

Projections: In this Usage zone projections, excluding advertising signs which has been approved by the municipality in accordance to any other laws, will be limited to smaller identifiable building parts and one cantilevered open balcony up to 0.5m from the kerb, with the understanding that no part of the projection may be lower than 3m from the pavement level.

Resort II (Restaurant Business)

Street building line: Zero building lines, 0m

Side & Back building line: The same building lines as for the surrounding zoning applies, agricultural zoning excluded.

Additional building line restrictions: Any building or part thereof will only be allowed to encroach over the side- and back- boundaries if its façades on those boundaries contain no ventilation openings, doors or windows.

Basement storeys: In accordance with article 190(17) of the Ordinance on District Councils, of 1976 (Ordinance 18 of 1976) and article 188(17) of the Municipal Ordinance, 1974 (Ordinance 20 of 1974) as well as the requirements of the National Building Regulations, can basements extend over the building lines, if the basement is contained wholly below the ground.

Projections: In this Usage zone projections, excluding advertising signs which has been approved by the municipality in accordance to any other laws, will be limited to smaller identifiable building parts and one cantilevered open balcony up to 0.5m from the kerb, with the understanding that no part of the projection may be lower than 3m from the pavement level.

Open Space II (Private Open Space)

Building lines: No structures permitted, except as per landscaping guidelines.

6.0 Vehicular access & parking:

Residential I (Single Residential)

Vehicular access: Only one Vehicular access will be permitted minimum of 3.0m and maximum of 6.0m wide.

Parking requirements: At least two private parking bays per unit, excluding garages on ground floor.

Residential III (Group housing)

Vehicular access: Only one Vehicular access will be permitted minimum of 3.0m and maximum of 6.0m wide.

Parking requirements: At least two private parking bays per unit, excluding the minimum of one single garage on the ground floor.

Resort II (Apartments)

Vehicular access: At least one Vehicular access will be required, a minimum of 3.0m for single access and minimum of 6.0m wide for double access all according to traffic impact assessment.

Parking requirements: At least one private parking bay per apartments or in case of accommodation buildings for every two bedrooms will be required. Additional to the private parking requirements another one clearly demarcated open visitors parking bay for every four apartments, or every five bedrooms will be required.

Resort II (Holiday Facilities)

Vehicular access: As per approved SDP. (See attached diagrams)

Parking requirements: As per approved SDP. (See attached diagrams)

Business II (Consent Use Shops)

Vehicular access: At least one Vehicular access will be required, a minimum of 3.0m for single access and minimum of 6.0m wide for double access all according to traffic impact assessment.

Parking requirements: At least two public parking bays per every 60m² of net usable floor space, excluding circulation and utility areas, will be required. All other consent use areas will be according to those specific zone requirements, or as per scheme regulations.

Resort II (Restaurant Business)

Vehicular access: At least one Vehicular access will be required, a minimum of 3.0m for single access and minimum of 6.0m wide for double access all according to traffic impact assessment.

Parking requirements: At least two public parking bays per every 60m² of net usable floor space, excluding circulation and utility areas, will be required. All other consent use areas will be according to those specific zone requirements, or as per scheme regulations.

Open Space II (Private Open Space)

Vehicular access: As indicated on approved SDP. (See attached diagrams)

Parking requirements: As indicated on approved SDP. (See attached diagrams)

7.0 Topography:

General Guidelines

The nature of the majority of sites at Stilbaai Dunes is one of steep gradients and it is therefore imperative that the site topography be taken into account when designing each house.

Buildings should fit comfortably into the natural contours and orientation of the site and should be stepped or terraced over the site. To this end the house should remain predominantly single storey or be split-level.

Natural ground levels (N.G.L) are considered as the levels documented on existing contour survey and indicated on the individual "Property Diagram" of each erf.

Any deviation is to be confirmed by a registered land surveyor.

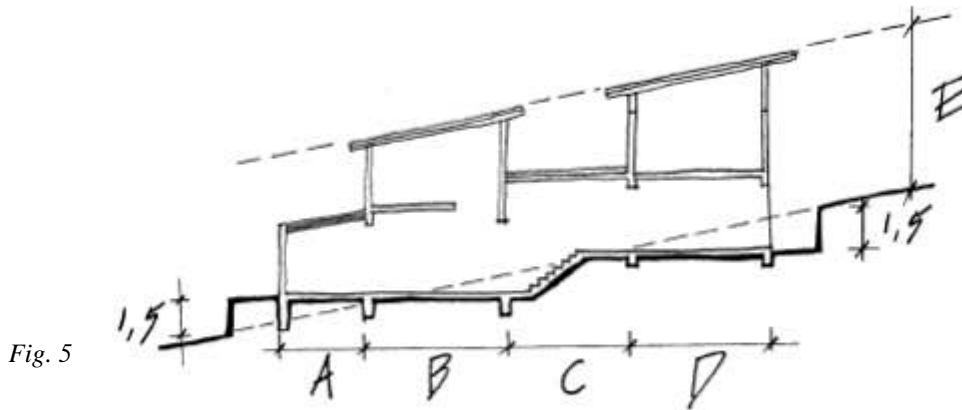


Fig. 5

Levelling of the erf to create a building platform for the entire building will not be allowed. The maximum depth of finished floor level below NGL is 1.5m. See fig 5.

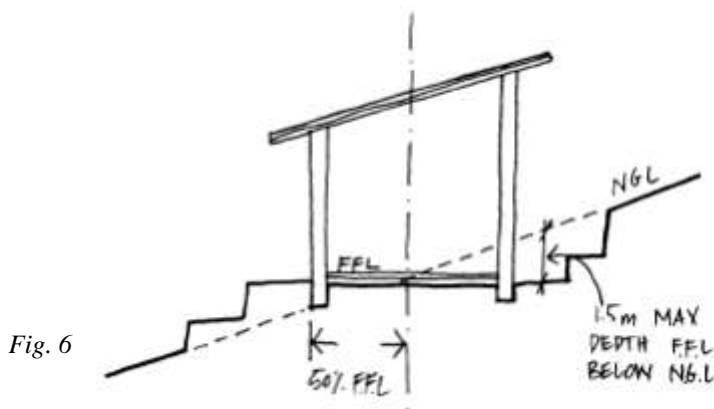


Fig. 6

Cut and Fill

A maximum of 50% of the FFL may be above NGL. See fig. 6

Any part of an elevation may only be exposed up to a maximum depth of 1.5m.

No building is allowed to rest on free standing columns, but must rest on a solid plinth. See fig.7.



Fig. 7

8.0 Climate:

It is recommended that one inform oneself about the specific climate influences pertaining to the site, to enable the resulting architecture to compliment it natural setting in a logical way.

Wind is a moderate sea breeze.

Rain falls almost equally in all four seasons with peaks in autumn and spring.

The optimum orientation for houses is north, but due to the overall site orientation it is recommended to keep living areas to the south, and with garden and outdoor wing areas to the southwest or southeast, depending, on views, site conditions, etc.

9.0 Massing:

SCALE AND PROPORTION:

Careful consideration shall be given to the scale proportion and articulation of building forms, as these, together with the use of stonework, openings in walls, etc. are very important to create a cohesive architectural character. The architecture should be seen as an additive one where a series of major plan form elements are connected by minor plan form elements rather than a monolithic sculptured architecture. See fig. 8

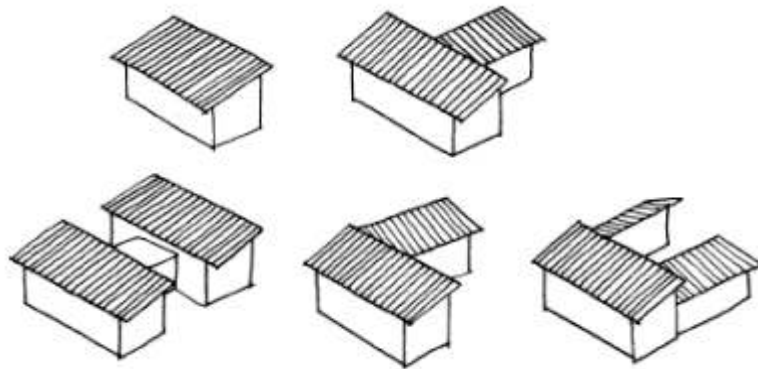


Fig. 8

10.0 Form:

Plan Shapes

House forms shall be simple rectangular or composite rectangular forms of controlled wing widths, connected via smaller forms. No round or other geometrical forms as primary form will be allowed. Minor geometrical or freeform articulation will be allowed.

A more contemporary variation on the traditional H, T, L and U shapes and composites thereof are the expected planning form, created by these rectangular forms. See fig. 9.

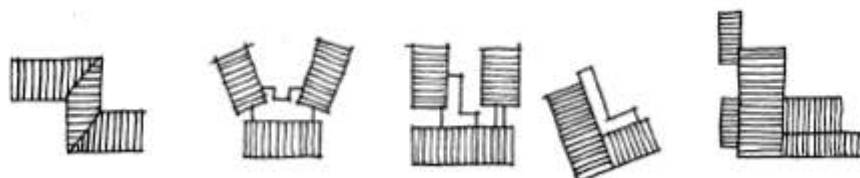


Fig. 9

In the case of rectangular sites the built form must preferably run parallel to the Street boundary to establish interaction with the street boundary, and as well as to form a security barrier without harsh fencing.

All building forms must preferably run at 90 degrees to each other, if it is not parallel to boundaries. See fig. 10. Skewed forms will be allowed based on the merit of the design.

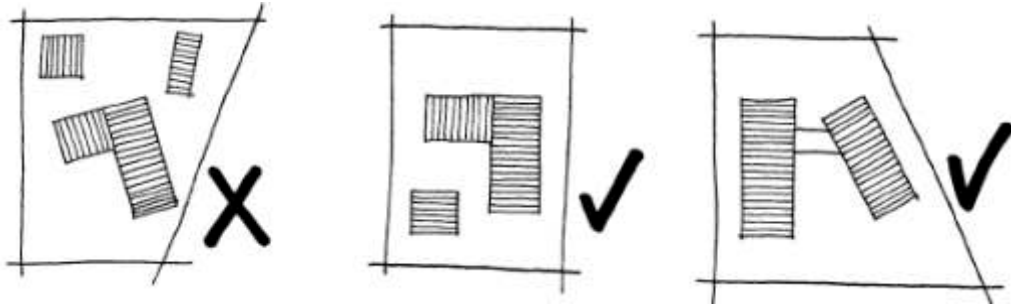


Fig. 10

In the case of odd shaped erven the built form can run parallel to one of the side boundaries. However where the street boundary is 15m or over the built form must also follow the street boundary. See fig. 11. Skewed forms will be allowed based on the merit of the design.

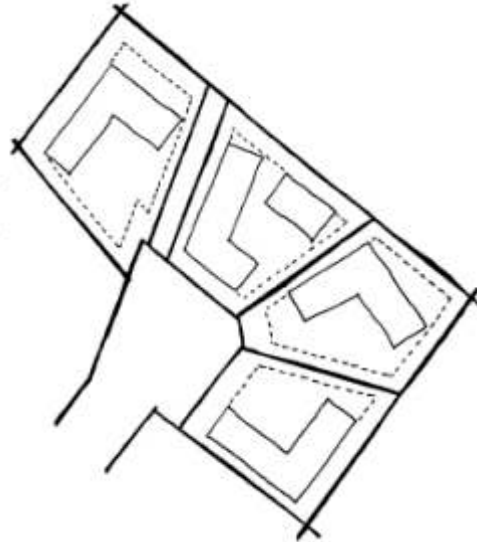


Fig. 11

Built form

The primary building shape or form gets divided into major and minor elements. See fig. 12

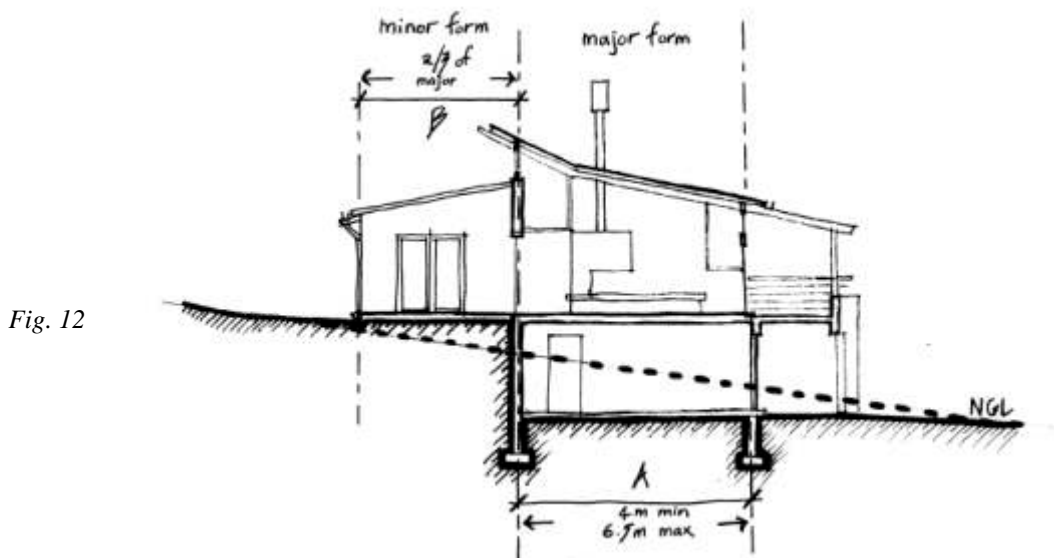


Fig. 12

Major elements:

Major elements shall be a 4m minimum and 6.5m maximum external width (marked A on figure above), with a 13m maximum unarticulated external length. For single stories the minimum wall plate height is 2.6m at the lowest point of the mono pitch roof (marked A on figure below), and the maximum wall plate height is 4m at the lowest point of the mono pitch roof. Lofts and mezzanines are allowed within the highest point of the mono pitch roof (marked B on figure below), and should not exceed 25% of the area of the single story building form within it is located. For double stories the minimum wall plate height is 4.5m at the lowest point of the mono pitch roof, and the maximum wall plate height is 6m at the lowest point of the mono pitch roof. The major forms are to be a composite of rectangular elements and minor elements, add-on or joining forms. Ceiling heights in major elements shall not be less than 2.6m. See fig. 13

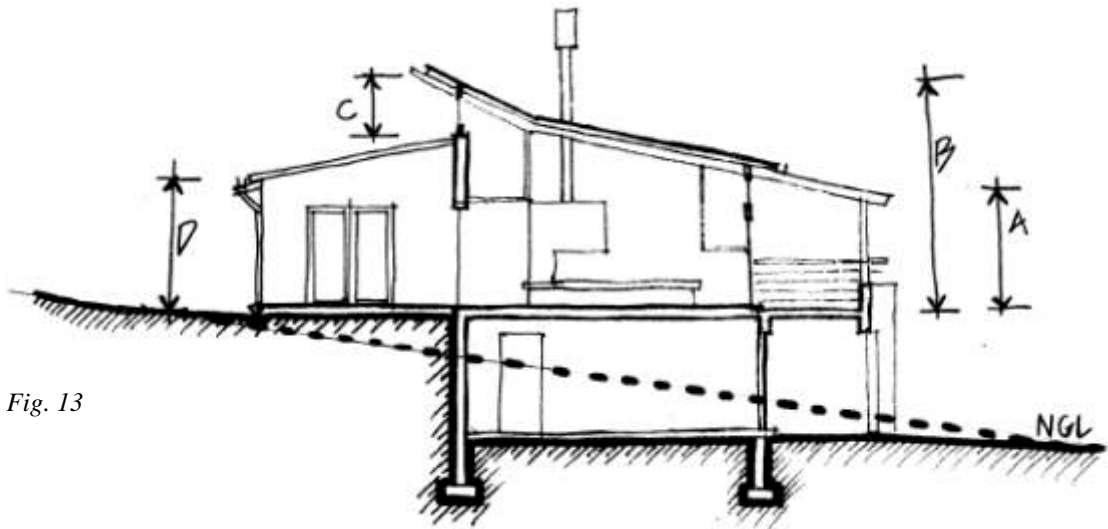


Fig. 13

Minor elements:

Minor elements will be in the form of smaller building wings, 'lean-to's or 'afdaks' which attach to the major element forms, or flat concrete roofs between major elements. See fig. 13. Minor element widths may not exceed more than two thirds the width of the major element it adjoins (marked B on figure 13 above). Minor elements will also be a minimum of 2.4m and a maximum of 3.5m in height. (marked D on figure 13 above). Minor elements will be a minimum of 0.5m below Major elements (marked C on figure 13 above).

Minor elements will consist of the following:

- Smaller building wings (Secondary forms)
- Concrete roofs
- Pergolas
- Lean-to's
- Verandahs
- Chimneys

There will be a requirement that all houses be articulated with a simple rectangular chimney. This chimney is to be a minimum of 800 mm wide and will have a length at least two times, its width but not more than three times, its width.

A concrete flat roof maybe used as a linking element between major plan forms. Concrete roofed elements should be utilized at level changes between major plan form elements.

Plan shapes of concrete roof linking elements need not be rectilinear.

Concrete flat roof elements must be attached to at least two sides of a major plan form if larger than 4m². Concrete flat roofs may be used over terraces.

12.0 ARCHITECTURAL ELEMENTS:

WALLS

Wall Construction

- External walls shall be masonry, normal 280mm cavity construction.
- It is encouraged that rising plinth walls expressed as a base, are used to create level building platforms of 1500mm height max. (See section on topography)

Wall Finishes

The use of very raw and natural materials is encouraged, to create a very honest natural feel to the development. No false pastiche or heavily ornate elements will be allowed. A level of sophistication should still be maintained. It will be obligatory to have a panel of stonework of at least 2m² on the street façade. It can be in the form of a wall fin, panel or chimney. The stonework should be as per developer's approved local stone and method of packing.

Finishes allowed:

- Smooth plaster & paint, flush jointed.
- Textured paint or similar approved.
- Natural stone from the area as per type and method of construction as approved by Architect in sample panel.
- Panels of face brick, "Corobrick" Silver Travatine or similar approved, 25% of the building envelope max.

Finishes not allowed:

- Precast concrete.
- Overly excessive texturing (i.e. Spanish plaster).
- Concrete block walls.
- Quoins or rustication will not be permitted.
- Painted bagged brick work.

Plinths

It will be encouraged that rising plinth walls, used to create level building platforms, be in darker, textured material or natural stone.

- Natural dry pack stone as per developer's approved local stone and method of packing.
- Artificial rock cladding will not be permitted.
- Plaster work painted a darker shade than the main form is also permitted.

Wall colours

Wall colours should be muted earth tone colours to allow buildings to blend with the natural environment. To this end no white or "unnatural" colours will be permitted that would make the building starkly contrast the natural colours of the environment.

- All external walls must at least be 50% of the base colour as listed below
- No form of "paint technique" or other form of decorative painting will be allowed externally.

All wall colours should be as listed below or similar approved:

<u>Plascon Essential Collection</u>	<u>Colour Expressions</u>
AL-YO2	Stone Grey Aluminium
BBO602	Fever Tree
BBO605	Dune 4
BBO608	Cape Fynbos
BBO609	Misty Valley
50	Off Shore
52	Crete Shore
Y1-D1-4	Bushbuck
Y1-E2-1	Maison Blanche
Y1-E2-2	Cement Wash
Y2-E1-4	Touchstone

13.0 ROOFS

General

The concept of the roofs is one of mono pitched floating roof planes as a parallel extensions of the sloping dunes. Roof forms should appear light and should appear detached from its base to create the appearance that it is floating. Simple low angled mono pitched roofs, projecting far over wall perimeters would be appropriate.

It is encouraged that major plan forms are roofed individually; this should occur in part due to the different levels major plan forms will take due to the topography of each site. Major plan forms should be connected with linking elements e.g. concrete flat roofs, verandas.

Roof Form

Major Roof Form

Mono pitched roofs:

Mono pitched roofs over a major plan element with a slope between 10° and 20° can be used. The lower pitch will be preferred.

The eaves must extend to at least 600mm over, no parapets will be allowed.

Major plan form roof elements may extend to cover terraces but where this occurs, gable ends must be open (i.e. soffit to follow line of roof.) See fig. 15

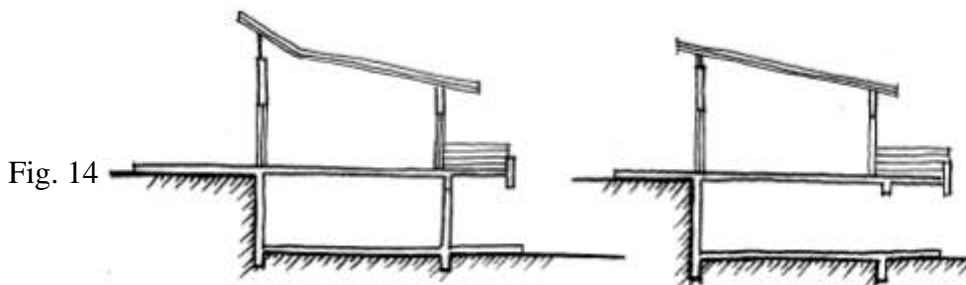


Fig. 14

NOTE:

Roof forms should be consistent, even though variations are allowed, like in the form of a counter crank. It will be preferred that the major roof contains a cranked element as illustrated of one third of the roof span. See fig. 14

No other forms of roofs will be permitted e.g.:

- Round or curved roofs
- Barrel vaults
- Freeform roofs

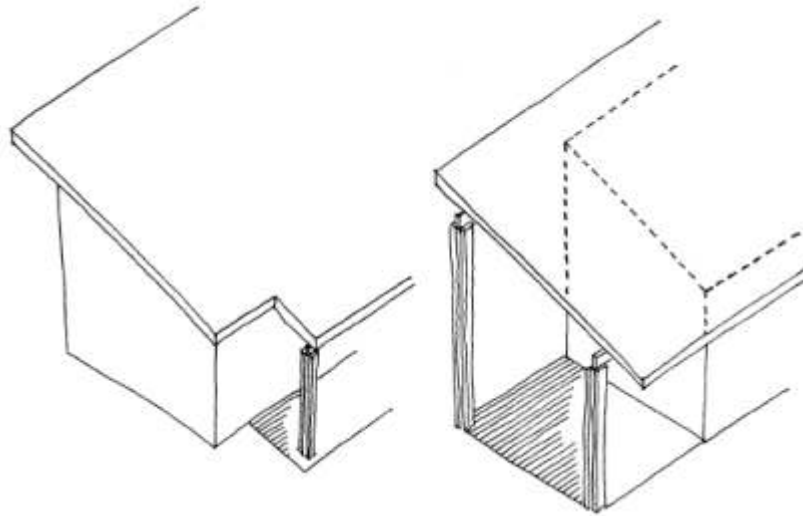


Fig. 15

Smaller building wings, lean-to & veranda Roofs:

The area of minor roofs, excluding outbuildings, should not exceed 80% of the major roof area and be at a slope between 10° and 20°, not steeper than the major roof.

All smaller building wings and lean-to's must abut or connect to the vertical walls of the primary roofs at the same angle or less than the major roof form.

No direct connections on pitched roofs via valleys or ridges will be allowed.

Veranda roofs are to be an extension of the major roof if not a pergola is used. (See Fig.15)

Concrete Roofs

Flat concrete roofs with parapets may be necessary to use to connect a series of major plan forms and will be defined as an additional minor roof form.

Concrete roofs must be contained between at least 2 major plan forms or 1 major plan form and a garage, and must be clearly articulated from the major plan forms.

The extent of concrete flat roof element will be limited to 20% of the total footprint of the house. (See Fig.16)

Concrete roofs may be utilized as roof decks, however these may not address neighbouring residential properties and screening may be to prevent possible overlooking.

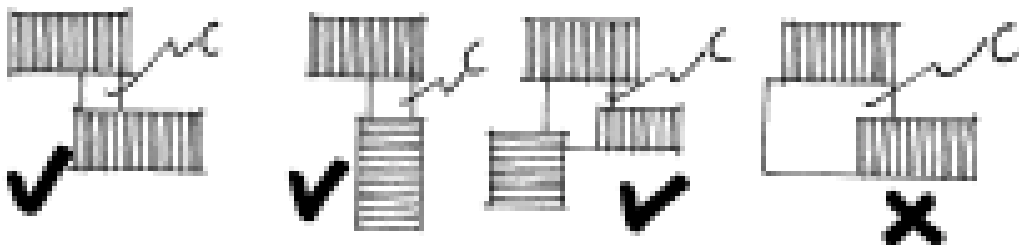


Fig. 16

14.0 Roof materials and Colour

General

Material and colours of major and minor roof forms must be consistent on a property.

Primary roofing materials are to be aluminium sheet metal in SAFLOK profile.

No thatch or any other roofing material will be allowed.

Major roof forms

SAFLOK 410 or SAFLOK 700 Aluminium G4 COLORTECH pre-painted (or similar approved),
colour 'Dark Dolphin' (or similar approved).

Minor roof forms

Same roof materials listed above, to match major form.

Concrete Flat Roofs

Concrete flat roofs will be finished with a minimum of 13mm diameter washed river pebbles or similar approved at least 50mm thick.

15.0 Roof Lights

Roof lights must be set in the plane of the roof.

Roof lights are only allowed in the main roof and must be set back a minimum of 500mm from the roof ridge and a minimum of 500mm from the eave.

Maximum size of roof lights will be 800mm x 1000mm and must be 'Velux' or similar approved.

No pyramidal or dome styled roof lights/windows will be allowed.

Roof lights must be equally spaced and centred on openings below where possible.

16.0 Dormer Windows

No dormer windows are possible or will be allowed, except French dormers where the roof pitch allows it. (See illustration)

17.0 OUTBUILDINGS AND GARAGES**General**

Outbuildings must respond to the form and geometry of the main house if they are freestanding and the same criteria must apply as to the main building or the garage, whichever is relevant.

Outbuildings shall not exceed 30% of the main building footprint.

The coverage for the outbuildings will be part of the maximum allowable coverage.

Building lines for outbuildings and garages as per above.

Garages

Garages may form part of the major plan form.

Garage roof will form part of the main building's roof.

Free standing or semi-detached garages should be roofed with the same roof element as the major plan form.

With a flat concrete roof concealed by the use of parapet walls.

Under certain conditions it will be allowed that habitable space be created on top of garages provided that all other architectural restrictions are adhered to.

Roofs:

No pitch roofs are permitted where a free standing or semi-detached outbuilding sits on the boundary line, except if roof is mono pitched and sloping away from boundary. Where free standing or semi-detached outbuildings are roofed to match the major plan form, main form building lines apply.

Where outbuildings are roofed, garage/outbuilding building line departures apply.

Wall and roof materials and colours:

Materials and colours to match the main building.

18.0 GABLES, GABLE WINDOWS, FACIAS, EAVES, PARAPETS, & GUTTERS

Gables

Gable ends may be allowed, however no parapet walls to gable ends will be allowed.

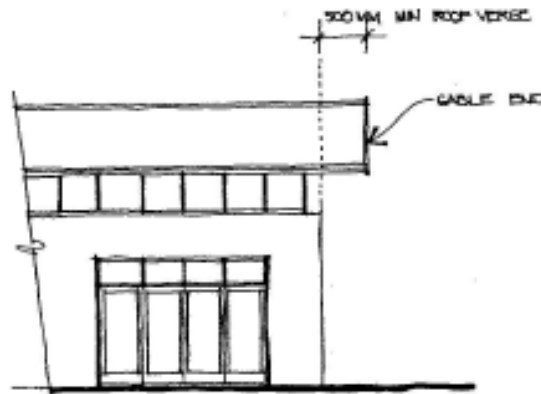
Gable walls are to be flush gables, simple in form, constructed and finished as the main walls.

Clipped gables with verge or bargeboards will not be allowed.

Gable ends may be constructed using the following material:

- 1) Glazing where this does not overlook an adjacent property.
- 2) Masonry to match the house.
- 3) Gable ventilators may be used in the gable ends, but must match the window frame material and colour used in the rest of the house.
- 4) Gable windows for loft rooms may be used, but may not overlook a neighbouring property.

Fig. 17



Fascias

Fascias must be as narrow as possible, a 38mm x 150mm hard wood timber section or fibre cement narrow fascia, as per eave details.

Fascias must be painted to match the windows and doors.

Eaves

It will be encouraged that wide eaves are used to protect large areas of glass from direct summer sunlight, as per eave details. (See Fig.17)

Roofs may have “clipped” eaves with a minimum projection to incorporate gutter and fascia (i.e. 170mm.), but should be extended with a grill or sunscreen.

Parapets

Parapets not more than 300mm above finished concrete roof level, shall be simple vertical wall extensions with moulding to shed water.

Parapet walls are only to be used in conjunction with concrete flat roofs and may not project more than 300mm above the finished level of the top of the finished roof surface.

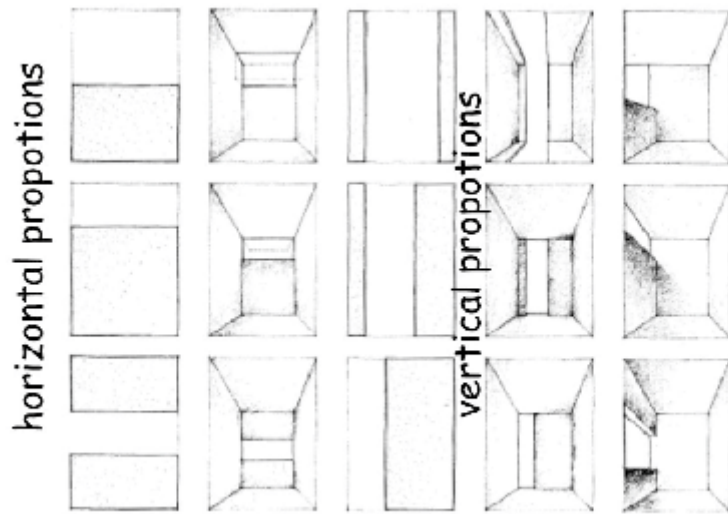
Parapet walls should be finished with a flat smooth plastered coping 100mm high, projecting 20mm from the vertical wall face or in a natural stone cutting when used in stone walls

Gutters and down pipes

Gutters will be optional, but where gutters are used, simple pre-painted aluminium watertight O.G type gutters, or PVC half-round type gutter will be utilized. Gutters will match the roof colour or be white.

19.0 DOORS & WINDOWS

Openings to the built form can be defined in various of ways, as illustrated below in Fig.18. It should just be clearly proportioned in a contemporary way.



Possible window positioning

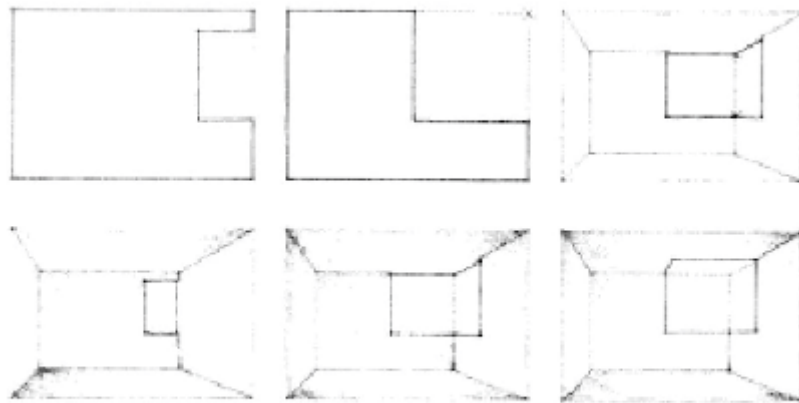


Fig. 18

Corner window treatment

20.0 External doors

General

Door openings must have clearly defined square, vertical or horizontal proportions, and may have fanlights and /or sidelights. (See Fig.19)

External doors may be:

- Solid double panelled timber.
- Vertical or horizontal boarding.
- Aluminium framed glazed doors.

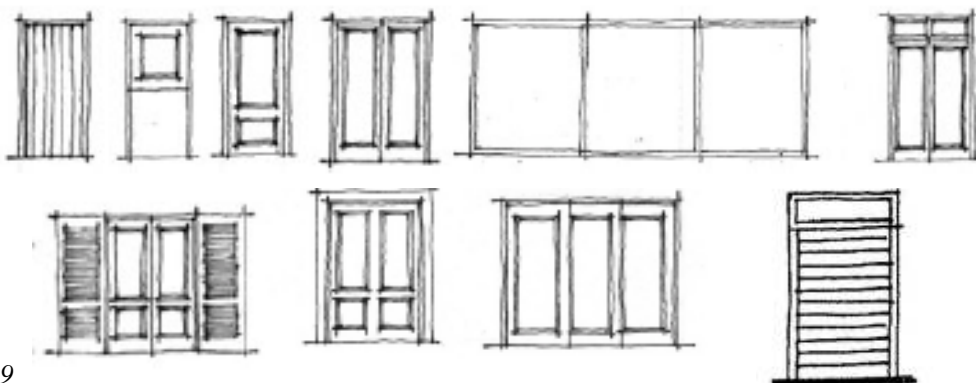


Fig. 19

NOTE:

- No arched openings will be allowed.
- No expanding security doors will be permitted externally.
- No ornate carved timber doors will be allowed externally
- No external stained glass will be permitted.
- Large glazed areas facing east, west and/or north must be covered with a shading structure extending at least 1,2m from the plane of the glazing, to aid in climate control and to reduce glare.
- All aluminium window frames to match “Wispeco euroline” (or similar approved) profile frames.

Door Finishes

Doors should be made of:

- Timber — natural clear finish or painted as per colours.
- Aluminium — powder coated as per colours.
- Colours to be same as for windows.

21.0 Garage Doors

General

Natural timber or powder coated aluminium garage doors will be encouraged, otherwise if painted, garage doors must match colour of the window and door colour used. All garage doors facing the street must be fronted by a pergola of at least 900mm in depth.

- The maximum number of garage doors facing the street will be two single, 2440mm maximum width each garage doors separated by masonry piers, or one double door 4880mm maximum width.
- If more than 2 garage doors are required to face the street, these must be accommodated in separate plan building elements.
- No arched openings will be allowed.
- No ornate panelled doors will be allowed. (See Fig. 21)

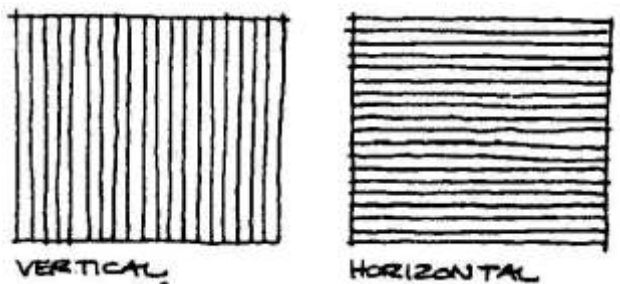


Fig. 20

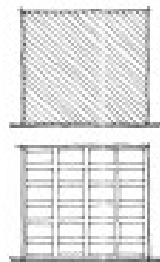
NOT PERMITTED

Fig. 21

22.0 Windows

General

Window must have clearly defined square, vertical or horizontal proportions. However windows may have vertical proportions within the opening by means of glazing bars.

Only internal burglar bars will only be permitted and must line up with the window mullions.



Fig. 22

Window Types

The following window types will be allowed.

- Side hung casement
- Vertical sliding, no traditional sash windows though.
- Horizontal sliding
- Top hung casement
- Corner windows with butt-jointed glass will be preferred.
- Rectangular bay windows will be permitted.
- In modern applications 'frameless' glazing systems may be used.

The following will not be allowed:

- External burglar bars.
- Heavily ornate burglar bars.
- No profiles may be less than 45mm x 65mm.
- No "Winblock" type concrete window frames will be permitted.
- No concrete pre-cast windows may be used.
- No traditional vernacular windows e.g. sash or Victorian style.

Window Finishes

Windows are to be either natural varnished timber, painted timber, or epoxy coated aluminium.

Aluminium, powder coated as per below.

Du Pont Graphite Grey (RAL 7024)

Note: Where aluminium windows are specified, they must be approved prior to manufacture.

All aluminium window frames to match "Wispeco euroline" (or similar) profile frames.

A single window frame type and colour must be used per dwelling and must match the doorframes.

Clerestory windows

The use of clerestory windows in a contemporary way will be permitted, and the use of this element will be encouraged.

Clerestory windows will be defined as the windows found in the vertical section of loft room walls or double volumes. (See Fig. 23)

The following clerestory window types will be permitted:

- The use of clerestory windows in a modern application will be allowed.
- Square windows are permitted and can be a maximum of 450mm x 450mm square.
- Windows are to be centred between the finished floor level of the loft room and the wall plate height, if not continues.
- No clerestory windows will be allowed where they overlook any adjacent properties



Fig. 23

Fenestration

No reflective or “mirror” glass will be allowed.

Glass standards to conform to the National Building regulations

23.0 Gable Ventilators and Gable Windows

Gable ventilators may be used in the gable ends, and must match all other window material and colour.

Gable windows may be a to the full extent of the gable, directly glazed or to match the rest.

No gable windows may overlook an adjacent property, gable windows may only face the Street or open public space boundaries. (See Fig. 24)

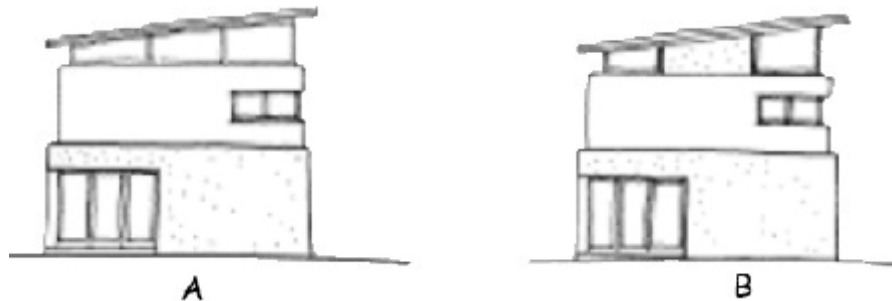


Fig. 24

24.0 Dormer Windows

Dormer windows must be orientated to face either a communal open space area or to the street.
 Only "French" Dormer windows will be allowed in the roofs of major plan form elements.
 Dormer windows will be a minimum of 750mm high and at least 2 x the height in length if horizontally proportioned, or 2 x the length in height if vertically proportioned.
 No double pitched roofed dormer windows will be allowed. (See Fig. 25)
 Roof materials over Dormer windows will match that of the roof of the major plan form.
 Dormer window colours and finishes to match windows of house.



Fig. 25

Dormer window colours and finishes must match the windows of the house.
 Dormer window cheeks to be glazed to match rest.
 Dormer windows must be centred on openings below or totally separated.
 No dormer windows will be allowed where it overlooks any adjacent properties or infringes anywhere on any neighbour's property

25.0 Shutters

The use of functional timber or aluminium shutters, fixed or adjustable is encouraged. These may take the form of traditional timber louvered shutters or solid timber shutters, or alternately may be powder coated aluminium shutters. Shutters may be either traditional opening or modern sliding. The colour of the shutters will match the colour of the doors and windows of the house, or be natural clear finish.
 Non-functional shutters will not be permitted.
 No uPVC shutters will be permitted.

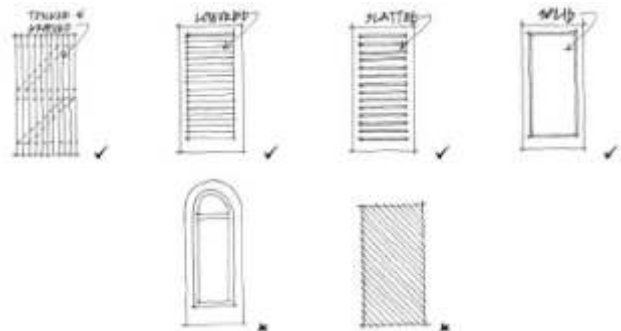


Fig. 26

26.0 SECONDARY ELEMENTS

Chimneys

At least one chimney element must be used per house.
 Chimneys will be restricted to simple rectangular plan shapes, minimum width 800mm, and minimum length 2 times the width.

Chimneys must project at least 1m above the ridgeline of the major plan form roof, through which the chimney penetrates.

Chimneys must be either fully clad in natural stone or constructed out of natural stone to the same specifications as the walls.

Internal “Jetmaster” flues must have a masonry surround to match prescribed chimney.

Steel flues with cowls are allowed, provided that they emerge from an expressed external masonry base. (See Fig. 27)

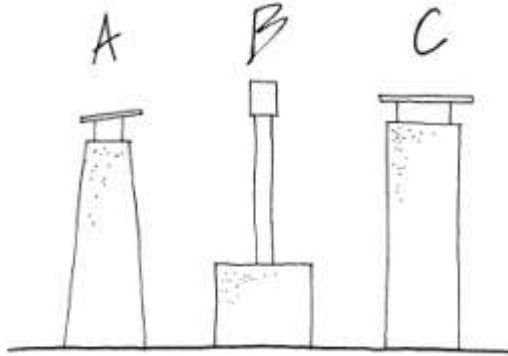


Fig. 27

27.0 Verandahs and Pergolas

General

The use of verandas, porches and pergolas is encouraged within the development— especially on the street front where it serves as a transitional space between the road/front garden and the house. (See Fig. 28)

Contemporary simple and minimalist structures are preferred, thus no Victorian cast-iron posts, “brookie lace” or other overly decorative detailing may be used.

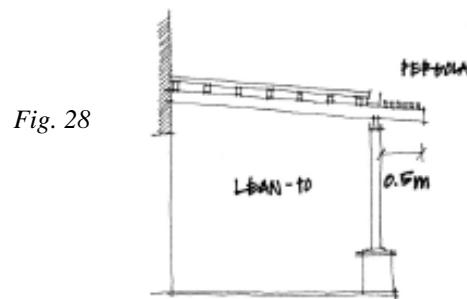


Fig. 28

Structure

The minimum size of timber pergola rafter is 150mm x 50mm.

Steel pergolas in combination with timber are permitted.

Pergolas may be covered with slats. However the use of climbing plants is encouraged for all pergolas.

Support Specifications

Supports for all the above will be either plastered masonry piers, or timber or metal posts. Colours are as follows: (See Fig. 29)

- Natural stone pier minimum 340mm x 340mm.
- Plastered masonry pier to match wall colour of house.
- Double or single timber/steel posts without a 45° bracing at the top of the post. Minimum size of posts to be 100mm X 100mm.
- Steel supports or elements to match the window frame colour.
- A combination of a stone or masonry base with a single/double steel timber post above.
- Any pre-cast concrete columns, and ornate Greek classical or fluted columns will not be allowed.

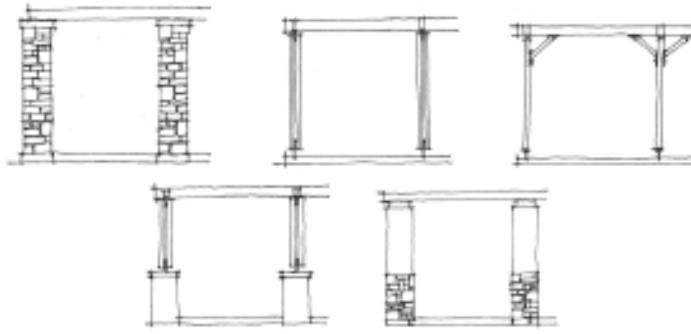


Fig. 29

Roofing

Roofing of verandas is to be an extension of the roof; however a lean-to is allowed metal sheeting. Opaque polycarbonate sheeting may be used where not visible on elevation, but must be covered with slats from underneath.

Finishes and Colours

Veranda and pergola posts may be finished with the following:

- Natural timber clear finish.
- Masonry is to be painted to match the external wall colours.
- Steel/timber posts, if painted, must match the colour of window and doors of the house.

28.0 Balconies and Roof terraces

Provision has been made for balconies and roof terraces. It should be noted the section “Wall Heights” still applies.

General Specifications

If a balcony or roof terrace is used it may not address an adjacent residential sites and may only be positioned so that it addresses either the street or the communal open space areas.

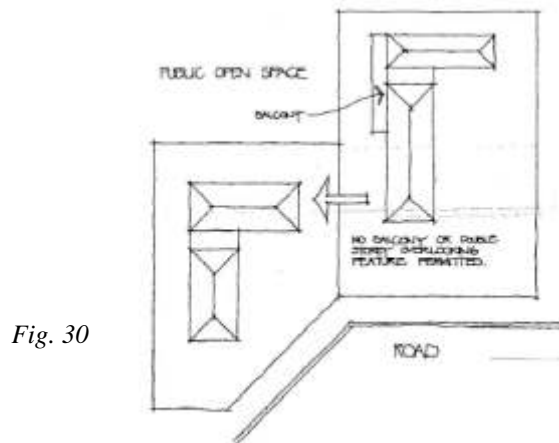


Fig. 30

Balcony roofs must be in character with that of the main house, and may be an extension of the major plan form's roof. (See Fig. 31)

Balcony supports follow the specifications for the supports of verandas and pergolas.

Balconies, if roofed, must follow the specifications of the roofing of verandas and pergolas. A balcony roof may, however also be an extension of the roof of the major plan form.

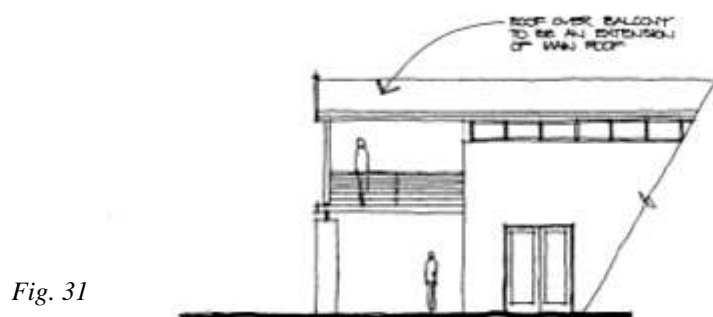


Fig. 31

Balustrades and Railings

Balustrade to balconies / terraces will conform to National Building Regulations.

Balustrades should be horizontally proportioned with strong horizontal linear elements.

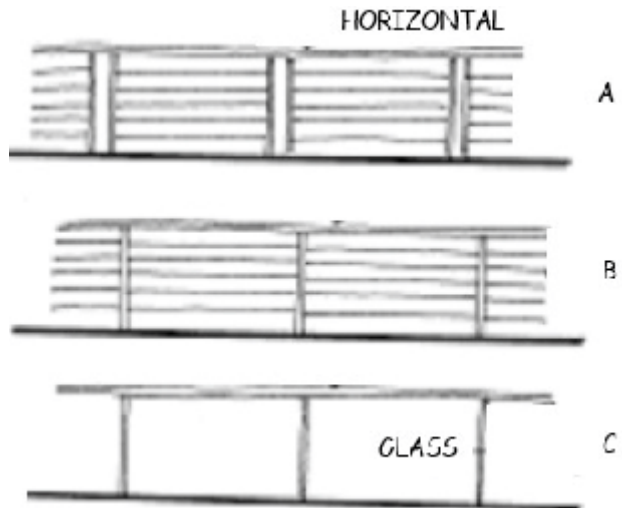
No traditional vertical bars will be allowed.

Balustrades can be constructed from solid hardwood, stainless steel, epoxy coated hot dipped galvanised steel, or the combination thereof. Typical details will be available.

Glass will also be considered, where justified.

See Fig. 32

Fig. 32



Balcony Screen Walls/Privacy Screens

Balconies should be screened at sides to prevent overlooking. This may be done by use of a timber lattice or screen to 1,8m above FFL of the balcony.

Floor finishes

Floor finishes to balconies must be muted natural tones.

29.0 GENERAL

Plumbing pipes and projections must be fully concealed.

No temporary structures are permitted within the erf garden including wendy houses.

30.0 Satellite Dishes and Aerials.

Satellite dishes and TV aerials are allowed but must be inconspicuous.

No other aerials are allowed on the estate.

Colours must match colour of materials used in the building elements it is attached to.

31.0 Solar panels

Solar heating panels to be flush with the roof and unobtrusive.

32.0 Air Conditioning

Air conditioning condenser units to be installed at ground level, and screened so as not to be visible on any elevation.

All unsightly objects: i.e. dust bins, refuse containers, wash lines and storage areas, pets accommodation/kennels, or boats, caravans or, trailers or derelict vehicles must be screened from the roads or from the communal space.

33.0 Swimming Pools

Swimming pool fences/gates will comply with National Building Regulations and may only be painted black.

Pool decks in natural timber will be allowed. Pool decks may not be higher than 1.0m above Natural Ground Level. Refer to applicable building line.

Pool filtration systems and pumps must be screened with either a natural stonewall or a masonry wall to match walls of main house.

No porta pools will be permitted.

34.0 CONSERVATORIES

Conservatories with glazed roof panels will be allowed if they are surrounded by a major built form on at least two sides. (See Fig. 33)

Typically single panel glazing systems, with a roof pitch to match major house form and a clerestory will only be permitted. Mullion must match window frames of house.

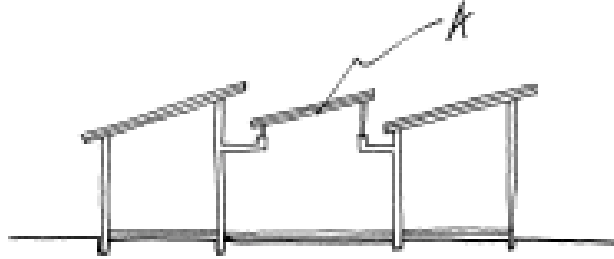


Fig. 33

35.0 SIGNAGE

All house numbers shall be provided by the developer for erection in a visible position from the street. No other signage shall be permitted

36.0 EXTERIOR/SITE ELEMENTS

Parking, Driveway Carports & Outbuildings

Parking

Every erf must provide off-street parking for at least 2 cars in addition to garaging. The surfacing material for parking areas may be aggregate exposed concrete or brick paving as used in the roads of the estate, or constructed from cement stabilized laterite.

Driveways

Driveways will be a maximum of 6m wide at the road reserve. Where a driveway of width more than 6m is required, the driveway surface area must be split by a planting strip of at least one meter. The surfacing material for driveways may be aggregate exposed concrete or brick paving as used in the roads of the estate, or constructed from cement stabilized laterite.

Carports

Single or double carports will be permitted and will either be:

- Fully detached
- Attached to a garage

Carports will match the roof of the garage and main house.

The supporting posts and roof of the carport will follow the same specifications as for verandas/pergolas.

Outbuildings

Provision has been made to accommodate outbuildings.

The footprint for the outbuildings will be counted in the maximum allowable footprint. Outbuildings will be subjected to the same criteria as the main building or the garage, whichever is relevant.

37.0 Boundary Walls, Fences, Screens and Gates

General

The intention is to minimize boundary walls, and thereby create a more open rural setting as opposed to a traditional urban one.

Boundary walls and fences should form a cohesive part of the built form. They should be seen as an extension of the buildings on each site and must return to the building.

Boundary walls must be completed on both sides to minimum allowed specifications.

NOTE: All heights given are from natural ground level as documented on the individual Property Diagram.

All boundary walls are to be plastered and painted the permitted colour.

Street Wall

A 1,2m high (maximum) natural stone or masonry wall may be constructed on the street boundary. To create privacy it is allowed that this wall be raised up to a height of 2m for 40% of the street boundary.

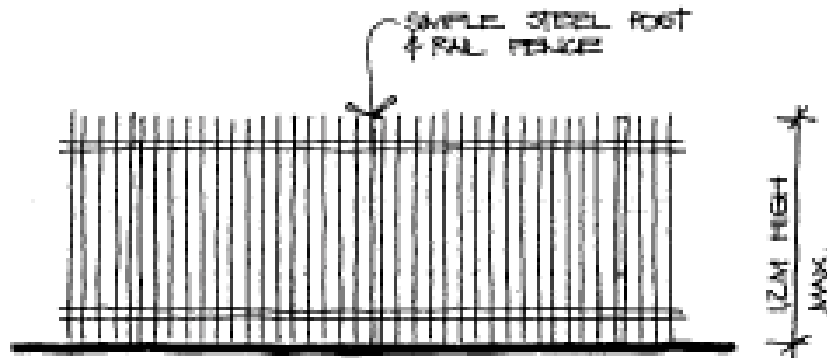
A 1,2m high simple black metal fence may be used to enclose the street boundary.

This is vital to maintaining the village feel of the development. (See Fig. 34)

The front boundary wall must be:

- a plastered wall of 1.2m high from natural ground level to top of coping, with 340X340mm piers of 1.3m high at corners and gate openings only.
- Any other wall can only occur within the Main Building line as listed above and can be a maximum of 2m high plastered and painted to match the house. This wall can occur for a maximum of one third of the total length of the Street façade in front of high activity areas such as pools and patios only.

Fig. 34



Side Boundary Wall

Side / Common boundary walls

A natural stone wall, or a masonry wall, plastered and painted on both sides to the same specifications as the house, may be constructed on the side/common boundary to a maximum height of 2,1m above natural ground level (NGL).

A simple black metal fence may be used to a maximum height of 1,8m on the side / common boundaries.

Masonry walls must be set back a minimum of 3,0m from the open space boundary and must return to the main building, or when projecting past the building form be articulated with a pier.

On a sloping site the masonry/stone walls will follow the natural ground contours.

No additional walls or fences, other than the security fence erected by the Developer, will be allowed on any erf boundary that forms part of the cadastral boundary of Stilbaai Dunes Private Security Estate.

Open Space Boundary Wall

NOTE: In the case of corner plots where side boundaries face open space, these boundaries are treated as Open Space boundaries.

- The open space is optional and may be either a plastered wall of 1.2m high from natural ground level to top of coping, with 340x340mm piers of 1.3m high at corners and gate openings only. Plaster to be painted the approved paint colour
- Charcoal coloured visually permeable palisade above to a maximum height of 900mm above ground level with 340mmx340mm masonry piers of 1.3m high at corner and gate openings and at maximum 2.5m centres. Plaster to be painted the approved paint colour to match Estate palisade fencing.
- A 1.2m high natural stone clad wall (Refer to approved sample for allowed stone finish); or a charcoal coloured palisade with steel supports to 1.2m high if required.
- No wall but rather the side wall runs into a natural planted boundary such as a hedge, and/or trees and/or shrubbery, subject to the approved Plant List.

A 2m high wall will be permitted within the Main Building line for up to a maximum of 50% of that boundary.

Fences not permitted include

- Vibracrete type fencing
- Timber fences
- Face brickwork

Piers

Stone/masonry walls will have piers at gate openings and these piers will have the minimum dimensions of 340mm x 340mm and will match the height of the wall in which they occur.

38.0 Screens

Privacy from the street front and the back can be maintained by means of planting, or layout design, or by the erection of a screen wall within the erf, but not within three meter of the front (street side) of the erf or 6 meters within the open space boundary of the erf.

39.0 Gates

Gates used in plastered masonry walls to be of solid timber i.e. framed and braced with tongue and groove hardwood timber finished to same as other exterior woodwork structures.

Note: Gates will match the wall/fence height they occur in.

Gates used in palisade fencing are to be of the same metal and colour to match.

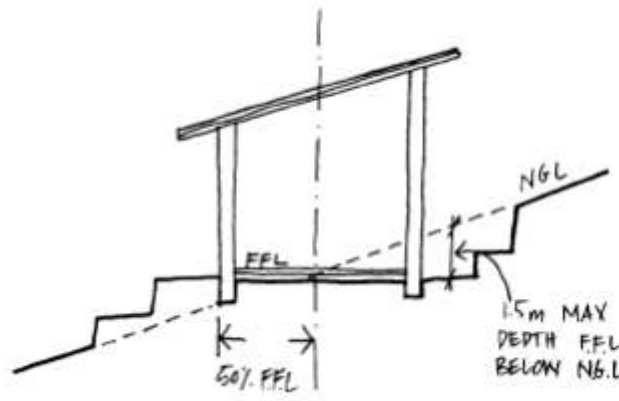
All vehicular gates will be subject to scrutiny by the homeowners association.

40.0 RETAINING STRUCTURES

Existing topography must carefully be considered when levels of building and gardens are planned.

Low retaining structures that are sympathetic to the natural contours of the site will be allowed, provided that such structures are not higher than 1.5m. If a retaining structure of more than 1.5m is required it should be designed as a series of consecutive retaining walls set back at least 1m in plan. (See Fig. 35)

Fig. 35



Retaining structures can only be positioned within the Main Building lines, where after the ground must slope back to natural ground level as documented on the individual property diagrams of the erven.

Retaining structures may be one of the following:

Stone retaining walls dry-pack or dry-pack lining.

Built walls to adhere to national building regulations, plastered and painted in an approved colour.

The natural ground level of the adjacent property must be reinstated and or retained by the owner and neighbour responsible for the excavation.

41.0 Clothes Lines and Bin Stores

Clothes lines and refuse bins must be screened by a 2,1m wall or concealed within a service court 2 x 2m min.

Walls are to be either natural stone or plastered masonry to match main house.

Washing lines should not be visible from neighbouring property or street.

42.0 Rainwater Tanks

Collection of rainwater in rainwater tanks will be compulsory, the type, and sitting of all rainwater tanks will be subject to the scrutiny of the Association.

A minimum size tank of 2500l will be required and should be screened with a wall, if not underground.

43.0 External Lighting

External lighting should be discreet and kept to a minimum. No external pole mounted street lamps will be allowed. Landscape lights must be discreet and not higher than 900mm.

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GUIDELINES PART B

LANDSCAPE ARCHITECTURE DESIGN MANUAL

INDEX

STILBAAI DUINE – LANDSCAPE DEVELOPMENT CONCEPT	94
PROCESS	94
EXTERNAL BUILT ELEMENTS & STRUCTURES	95
BOUNDARY WALLS & FENCES	95
RETAINING WALLS / STEPS / RAMPS	95
PERGOLAS	95
SWIMMING POOLS & WATERFEATURES	95
GAZEBOS / “LAPAS”	95
DRIVEWAYS	96
SIGNAGE & NUMBERING	96
PEDESTRIAN PATHS	96
BOARDWALKS & JETTIES	96
HARD SURFACING MATERIALS	96
EXTERNAL DRAINAGE	96
GARDEN ORNAMENTS / SECONDARY ELEMENTS	96
EXTERNAL LIGHTING	96
PLANTING CHARACTER	97
GENERAL	97
SIDEWALK / ROADSIDE PLANTING	97
PLANT LIST	98
CLIMBING PLANTS	98
HEDGE SPECIES	98
SHRUBS	98
GROUNDCOVERS	99
BULBS	99
TREES	99
WATER PLANTS	99
OTHER	100
CONTRACTORS	100

Stilbaai Duine – Landscape Development Concept

As the site is exposed to the harsh coastal elements and salt laden winds, we recommend that only endemic and hardy indigenous plant material of the region be used on the development. See attached recommend plant list.

The majority of the dwellings will be holiday houses which makes the selection of plant material even more important, as it has to be hardy, water wise and permanent. The plant selection should not have the characteristic of creating ‘old wood’ which could become a fire hazard.

In the desire to draw the surrounding coastal fynbos into the development, we recommend that lawn areas be limited to active recreation areas, i.e.; around swimming pools. No lawn will be planted along road verges and Public Open Spaces within the housing parcels. These areas will be restored to the endemic fynbos.

It is recommended that the properties, street frontage boundary walls, as well as boundary walls; boarding on public open spaces not to exceed 1,2m in height and be constructed of natural material i.e. wood, stone or stone clad walls. These boundary walls should not be erected directly on the boundaries but stagger on to the erf to create a larger and wider streetscape and parkland. The plant selection on the road verges and public open spaces will extend onto the properties. The long term goal for the development is to create an impression that the dwellings have been sensitively placed in a homogenous fynbos area.

Walkway will be surfaced with natural compacted laterite or weathered sandstone and in areas where pathways gradients exceed 1:12; natural stone / cobble surfacing will be introduced.

Benches and street furniture will also be constructed with natural materials to blend into the environment. Within the housing parcels, lighting will be low louvered bollard lighting as directional giving; low lighting not to compete with the natural ambiance.

Process

The sidewalk landscaping in the estate shall conform to the Landscaping Master Plan. An owner must obtain written consent from the Stilbaai Duine Property Owners Association prior to the establishment of any landscaping on the sidewalk adjacent to his erf and thereafter the planting may be carried out in terms of the conditions of such approval.

The Association is entitled to determine that an owner is required to landscape the sidewalk adjacent to his erf and to irrigate these areas with a specified sprinkler system using potable water from his domestic water supply.

The Association will be entitled to determine that an owner maintains the sidewalk adjacent to his erf to the standard as determined from time to time by the Association.

It is intended that the initial landscaping established in the estate by the developer will focus on the private open space and certain focal points in the road reserves. The sidewalks in general will be treated less intensively by the developer on the basis that the landscaping in these areas will be extended and intensified by the owners as part of the landscaping establishment and enhancement of their private gardens.

An important aspect of the vision for Stilbaai Duine is to create a distinctive and harmonious landscape in accordance with the architectural vernacular and to extend the framework planting of the private open space and selected focal points to the private gardens.

Owners are encouraged to make use of indigenous plants in their private gardens as far as is practical and to select plants from the recommended plant list.

It is important to note that the landscape architectural design shall form an integral part of the architectural design process and shall not be seen as an “add-on” once the building is complete.

Gardens, courtyards, avenues, water features, terraces, pools, pergolas and fences shall be used to enrich and complement the interior spaces and shall inform the architectural design process and vice

versa. The design of external spaces and the link between the land, water and built forms is seen as integral to the character and aesthetic success of the estate as a whole.

This document must be read in conjunction with the architectural design manual of Stilbaai Duine Country Estate. However; where any conflict exists between the two documents the conditions of the architectural design manual will take preference. -

It is recorded that the local authority has approved the terms and conditions of this manual. No amendments to, or departures from, the terms and conditions of this manual will be allowed without the written consent from a duly authorized representative of the local authority.

EXTERNAL BUILT ELEMENTS & STRUCTURES

BOUNDARY WALLS & FENCES

The extent and height of boundary walling is specified in the architectural design manual. In general it is intended to minimize boundary walling and fencing, but where required the use of visually permeable simple metal fences in black will be allowed.

Solid walls must be constructed from natural stone or brick and plaster in accordance with the architectural design manual. Under no circumstances may artificial rock be used in lieu of genuine rock.

Entrances may be defined with columns and/or gates.

Under no circumstances will 'vibracrete' walls or walls in an unsuitable style or colour be allowed.

The use of climbing plants on walls, buildings, trellises and fences and indigenous shrub screens or informal hedges is to be encouraged. Fences covered with creepers are encouraged.

RETAINING WALLS / STEPS / RAMPS

External changes in level shall generally be addressed by creating terraces with low stone retaining walls and steps or ramps. Terraces are to be constructed using stonewalls constructed in the manner as indicated on the entrance buildings. Timber or sleeper retaining walls and timber retaining structures may be used.

Under certain circumstances concrete blocks may be used, such as 'Terraforce' or 'Loffelstein', or masonry retaining walls, but it must be approved by the Landscapes Architect. Artificial rock-work shall not be used.

No retaining walls may be higher than 1,5 m. All retaining walls greater than 1,0 m in height should be structurally checked / designed by an engineer.

PERGOLAS

Pergolas may be used as a tool to create external passageways, and to define courtyards and vistas.

Use of climbing plants / creepers is encouraged to cover pergolas and create shade.

SWIMMING POOLS & WATERFEATURES

Water features and swimming pools are to be designed in the style and character of the estate. 'Rock' or 'beach' pools and artificial rock are inappropriate and will not be allowed.

Water features, fountains and pools will be used to link the internal with the external and will cool external spaces such as courtyards and verandas.

Pool fences shall conform to National Building Regulations, but shall be constructed from to match other fencing within the Estate.

GAZEBOS / "LAPAS"

Gazebos or braai areas must match the architectural style and character of the estate.

Under no circumstances will Victorian, or thatched "rural" lapas, which are not in keeping with the house style, be allowed. All gazebos shall be submitted to the Property Owners Association for approval.

DRIVEWAYS

Driveways and paved or hard surfaced areas shall take into account any proposed road reserve trees and shall make allowance for a minimum area of 2 m x 2 m planting area surrounding any roadside tree.

Materials shall be chosen from the list of approved materials listed in the architectural design manual. No paving area or driveway may extend further than 6 metres along any road edge. Where a paving area is larger than 6 metres it shall be set back at least onto the erf boundary and screened from the road with indigenous planting.

Paving in private driveways or front garden paths or paved surfaces must match paving materials used in the access roads and junction plazas.

SIGNAGE & NUMBERING

Lettering should be chrome, stainless steel or charcoal grey / black metal, rectangular and no larger than 300 mm x 600 mm in size, mounted flush with walls.

Free-standing signage shall not be allowed.

PEDESTRIAN PATHS

All pedestrian paths shall conform to the paving materials approved for driveways and listed in the architectural design manual.

BOARDWALKS & JETTIES

Boardwalks and jetties must be made from natural timber. Railings should match the style used on buildings, in timber and in a natural colour.

Plans of any boardwalk or jetty must be submitted to the Property Owners Association for approval.

HARD SURFACING MATERIALS

Hard landscaping surfaces, i.e. brick paving, tiling etc, around houses will not be permitted to cover the entire site.

Cumulatively paving shall not cover more than 25% of each erf's area and a minimum of 25% of each erf must be soft landscaping.

All paving materials shall be chosen from an appropriate list of materials listed in the architectural design manual.

Roads and driveways shall be designed to retain the rural character of the development.

EXTERNAL DRAINAGE

Pre-cast concrete channels will not be allowed. Where channels are required they shall be constructed in stone, brick or cobble.

Storm water shall be dispersed in grassed or reeded channels / swales or be allowed to penetrate within detention areas / reed-beds before entering dams in lieu of being piped underground.

GARDEN ORNAMENTS / SECONDARY ELEMENTS

Garden elements such as garden furniture, pots, benches, birdbaths, fountains, railings etc. shall be chosen to enhance the character of gardens and buildings.

Wendy Houses and sheds will not be allowed on the estate.

EXTERNAL LIGHTING

External lighting shall be kept to a minimum. Where required, lights should be fixed to walls or columns or should be restricted to garden up-lighters. Spot lighting or bright security lighting shall not be allowed.

External Lighting shall be controlled as follows:

- i Bulkhead lighting units fitted with 450 louvers attached to the building itself.
- ii Discrete garden up-lighters that shall be black in colour.
- iii Spot lighting or bright security lighting shall not be allowed.
- iv Final numbers and positions to be approved by the architectural review committee.
- v No garden lighting may have coloured light bulbs, or filters.

PLANTING CHARACTER

General

- All trees and shrubs external to the house or enclosed courtyards shall be indigenous to the Western Cape. A list of proposed plants follows as a guide. No invasive alien or exotic plants will be allowed anywhere on the estate.
- Shrubs and groundcovers shall be chosen in keeping with the style and character of the estate. The style may be loosely defined as indigenous and rustic.
- Climbing plants and creepers shall be encouraged to cover walls, create shade under pergolas and climb buildings to soften hard edges and surfaces.
- The use of informal hedges is encouraged.
- Water plants or dam edge planting shall be carefully chosen from an approved list of non-invasive plants.
- Non-invasive lawn species should be used. Buffalo or 'Blou Kweek' lawn is proposed.
- The use of 'tropical' plants such as palms, banana trees, Phormiums, yuccas or Strelitzia nicolai is seen to be inappropriate. The use of 'Mediterranean' plants such as cypresses, lavender and Bougainvillea is also discouraged.
- The use of plants indigenous specifically to the site is proposed.
- Generally, the style should be relatively informal.

Sidewalk / roadside planting

Planting on roadsides or on sidewalks or embankments must be planted using shrubs and groundcovers chosen from the proposed list and must be planted to blend in with the natural woodland and indigenous areas.

GENERAL

Landscape Character

Owners of erven are required to design and implement the garden landscapes around the houses in accordance with certain conditions, specifications and restrictions. In so doing, the overall aesthetic continuity of the estate will be perpetuated and everyone's rural experience enhanced.

Restrictions

The gardening and landscaping activities of an erf's owner shall be confined to the physical extent of the pegged residential erf as well as the sidewalk / road reserve directly adjacent to the erf.

Indigenous Fynbos Garden

The area is home to a variety of locally indigenous plant material. It is the intention to rehabilitate watercourses and retention facilities with suitable indigenous planting. The use of indigenous plant material can reduce water requirements, and provide seasonal colour, and scent to the home gardener. Where erven border onto indigenous planting, planting within the erf should merge with indigenous planting, without restricting the planting palette.

Restrictions:

- Note: the above guidelines are neither totally inclusive nor exclusive, but give a guide to the foundation and structure for the vegetation pattern within the estate.
- No extension of an erf's garden into an immediately adjacent area of private open space will be permitted. This includes irrigations, plantings, storage, fencing, pools equipment, earth mounds or portions of embankments or cut slopes.
- No tree, landscaping or other plantings may be removed from the private open space by an owner.

- No existing tree may be removed, pruned or damaged in any way whether it occur in the greater private open space or an erf.
- All declared invasive alien plants, trees, shrubs and grasses are not permitted within the estate and may not be cultivated in erf garden.
- Fences shall comply in height, position and construction with the architectural guidelines.
- Invasive Alien vegetation clearance on any undeveloped erf, remains the responsibility of the owner and must be undertaken on a quarterly basis, failing which the Property Owner's Association will undertake the clearance at the erf Owners cost.
- Selected Plant Species Required — see attached images of shrubs, groundcovers & trees.
- The principles of the Department of Water Affairs' Waterwise gardening programme are supported by the Developer and his team.
- A limited range of indigenous plant material and non-invasive exotics are appropriate for planting on this site. The following list of recommended species defines or will define those species which may only be used on this site to the exclusion of all others.

PLANT LIST

This list serves as a guideline. Plants indigenous to the Western Cape, not on this list, may be used.

LAWNS

Stenotaphrum secundatum (Buffalo Lawn) and *Cynodon dactylon* (Blou Kweek)

CLIMBING PLANTS

Jasminum multipartitum (starry jasmine - indigenous to eastern Cape)
Podranea ricasoliana (Port St. Johns creeper — indigenous to eastern Cape)
Rhoicissus tomentosa (wild grape)
Senecio macroglossus (flowering ivy — indigenous to eastern Cape)

HEDGE SPECIES

Chrysanthemoides monilifera (bietou, low hedge)
Plumbago auriculata (Cape leadwort, low, informal hedge)
Rhus crenata
Rhus laevigatalmucronata
Tarchonanthus camphoratus

SHRUBS

Agathosma spp.
Buddleia salvifolia
Carissa spp.
Coleonema pulchrum
Cotyledon orbiculata
Eriocephalis Africana
Helichrysum spp.
Leonotis spp.
Maytenus procubens
Metelasia muricata
Passerina rigida
Podalyria myrtifolia
Polygala spp.
Rhus crenata

Salvia spp.
 Tecoma capensis

GROUNDCOVERS

Agapanthus praecox
 Aptenia cordifolia
 Arctotis spp
 Bulbine frutescens
 Dietes grandiflora
 Disphyma crassifolium
 Gazania spp
 Geranium incanum
 Lampranthus spp.
 Osteospermum fruticosum
 Pelargonium peltatum
 Tulbaghia violacea
 Zantedeschia etiopica

BULBS

Amaryllis belladonna
 Chasmanthe aethiopica
 Freesia sp
 Ixia sp
 Nerine sp
 Sparaxis sp
 Tritoniopsis triticea
 Watsonia sp

TREES

Brachylaena discolor
 Buddleja saligna
 Cassine papillosa
 Dodonaea angustifolia
 Ficus capensis
 Nuxia floribunda
 Olea africana
 Rapanea melanophloes
 Sideroxylon inerme
 Syzigium cordatum
 Tarchonathus camphoratus

WATER PLANTS

Aristea africana

 Cyperus papyrus
 Cyperus textilis
 Nymphaea capensis (water lily)
 Thamnocortus sp
 Zantedeschia aethiopica (arum lily)

OTHER

Vernacular/agricultural Planting Palette

Vegetables, Fruit & Herbs

Homeowners are encouraged to plant and cultivate fruit trees, vegetables and herbs within their gardens. Only sterile/ornamental grape vines (*Vitis coignetiae*) will be permitted within individual erven.

Owners are advised that reclaimed effluent may be available for irrigation purposes to the homeowners, but should be avoided for use on fruit trees, vegetables and herbs.

CONTRACTORS :

The Aesthetic Committee strongly recommends the following contractors,

Mr Philip Fouche

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OR

Mr Warren Matthews

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