

- Notation:**
- Figure A,B,C, along Berg River, D,E,F,G,H,I,J (excluding Erf 8628) represents Erf 8892, Paarl.
 - Subdivision into Portions A,B,C,D,E to be rezoned to Subdivisive Area and Portion F remains Agricultural Zone
 - Right of Way Servitude (1) over Portion F in favour of Portions A-E.
 - Right of Way Servitude (2) over Portion F in favour of Erf 8628.
 - Temporary Right of Way Servitude (3) over Portion A in favour of Portion B.
 - Temporary Right of Way Servitude (4) over Portion D in favour of Portion C.
 - Temporary Right of Way Servitude (5) over Portion D in favour of Portion E.
 - Services Servitude (6) to accommodate an existing to be realigned sewer.
 - Cadastral information obtained from Surveys and Mapping (DRDLR).
 - Aerial Photography obtained from Surveys and Mapping (DRDLR).
 - Flood line study done by Graeme McGill Consulting Engineers.
 - Subdivision done on the assumption that the flood line can be modified.
 - All areas and dimensions are approximate and should be verified by a professional land surveyor.

Zoning and Land Use Development Schedule					
Annotation	Land Use	Zoning	Portion	± Area	%
	Urban Development	Subdivisive Area	A	2.08ha	3
	Urban Development	Subdivisive Area	B	4.60ha	8
	Urban Development	Subdivisive Area	C	2.41ha	4
	Urban Development	Subdivisive Area	D	7.14ha	12
	Urban Development	Subdivisive Area	E	4.91ha	8
	Agriculture	Agricultural Zone	F	36.34ha	64
Total				59.48ha	100

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Firwoods

Property Description:
Erf 8892, Paarl

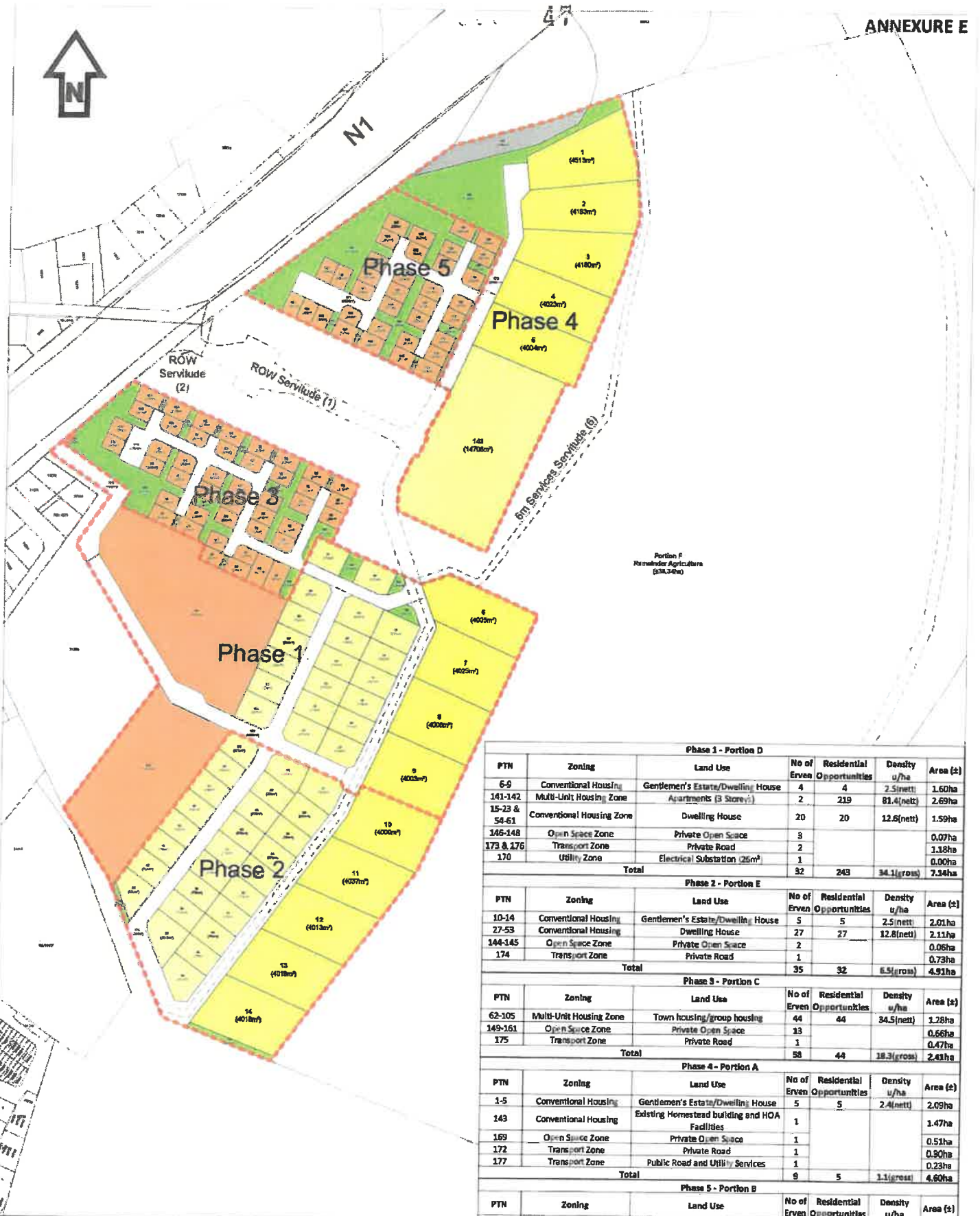
Drawing: _____ Plan no.: **3**

Proposed Main Subdivision Plan

Date: 06/03/2024 Scale: 1:4000 (A3)

Project no.: _____ Drawn: _____ Checked: _____

P 3564 WH MW



Phase 1 - Portion D						
PTN	Zoning	Land Use	No of Erven	Residential Opportunities	Density u/ha	Area (±)
6-9	Conventional Housing	Gentlemen's Estate/Dwelling House	4	4	2.5(nett)	1.60ha
141-142	Multi-Unit Housing Zone	Apartments (3 Storeys)	2	219	81.4(nett)	2.69ha
15-23 & 54-61	Conventional Housing Zone	Dwelling House	20	20	12.6(nett)	1.59ha
146-148	Open Space Zone	Private Open Space	3			0.07ha
173 & 176	Transport Zone	Private Road	2			1.18ha
170	Utility Zone	Electrical Substation (26m²)	1			0.00ha
Total			32	243	34.1(gross)	7.34ha
Phase 2 - Portion E						
PTN	Zoning	Land Use	No of Erven	Residential Opportunities	Density u/ha	Area (±)
10-14	Conventional Housing	Gentlemen's Estate/Dwelling House	5	5	2.5(nett)	2.01ha
27-53	Conventional Housing	Dwelling House	27	27	12.8(nett)	2.11ha
144-145	Open Space Zone	Private Open Space	2			0.06ha
174	Transport Zone	Private Road	1			0.73ha
Total			35	32	6.5(gross)	4.91ha
Phase 3 - Portion C						
PTN	Zoning	Land Use	No of Erven	Residential Opportunities	Density u/ha	Area (±)
62-105	Multi-Unit Housing Zone	Town housing/group housing	44	44	34.5(nett)	1.28ha
149-161	Open Space Zone	Private Open Space	13			0.66ha
175	Transport Zone	Private Road	1			0.47ha
Total			58	44	18.3(gross)	2.41ha
Phase 4 - Portion A						
PTN	Zoning	Land Use	No of Erven	Residential Opportunities	Density u/ha	Area (±)
1-5	Conventional Housing	Gentlemen's Estate/Dwelling House	5	5	2.4(nett)	2.09ha
143	Conventional Housing	Existing Homestead building and HOA Facilities	1			1.47ha
169	Open Space Zone	Private Open Space	1			0.51ha
172	Transport Zone	Private Road	1			0.90ha
177	Transport Zone	Public Road and Utility Services	1			0.23ha
Total			9	5	1.1(gross)	4.60ha
Phase 5 - Portion B						
PTN	Zoning	Land Use	No of Erven	Residential Opportunities	Density u/ha	Area (±)
106-140	Multi-Unit Housing Zone	Town housing/group housing	35	35	36.8(nett)	0.95ha
162-168	Open Space Zone	Private Open Space	7			0.74ha
171	Transport Zone	Private Road	1			0.38ha
Total			43	35	16.8(gross)	2.08ha
Grand Total			177	359	17.0(gross)	21.15ha

Notation:
 • The development will be phased but not necessarily in chronological order.
 • All areas and dimensions are approximate and should be verified by a professional land surveyor.
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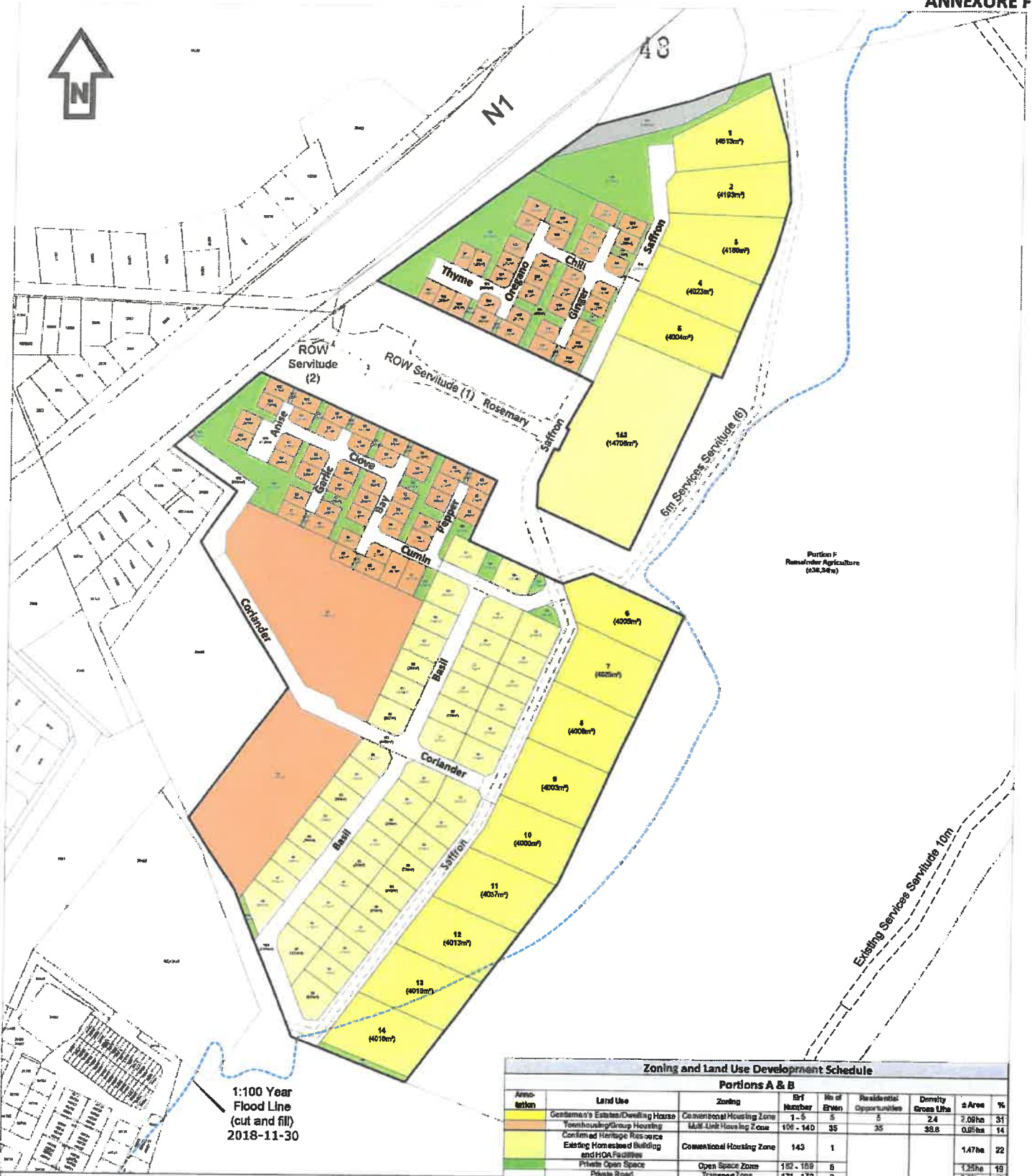


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Firwoods

Property Description: Erf 8892, Paarl

Drawing:	Plan no.:
Phasing Plan	5
Date:	Scale:
06/03/2024	1:3000 (A3)
Project no.:	Drawn:
P 3564	Checked:
	WH MW



1:100 Year
Flood Line
(cut and fill)
2018-11-30

Zoning and Land Use Development Schedule									
Portions A & B									
Annotation	Land Use	Zoning	ErF Number	No of Erven	Residential Opportunities	Density Gross Ufa	± Area	%	
	Gentleman's Estates/Dwelling House	Conventional Housing Zone	1 - 5	5	5	2.4	7.00ha	31	
	Youth Housing/Group Housing	Multi-Unit Housing 2 Zone	106 - 140	35	35	38.8	0.81ha	14	
	Confirmed Heritage Resource								
	Existing Homestead Building and HQA Facilities	Conventional Housing Zone	143	1			1.47ha	22	
	Private Open Space	Open Space Zone	162 - 169	8			1.25ha	19	
	Private Road	Transport Zone	171 - 172	2			0.69ha	10	
	Public Road & Utility Services	Transport Zone	177	1			0.23ha	3	
	Total			62	40	6.6	6.88ha	100	
Portions C-E									
Annotation	Land Use	Zoning	ErF Number	No of Erven	Residential Opportunities	Density Gross Ufa	± Area	%	
	Gentleman's Estates/Dwelling House	Conventional Housing Zone	6 - 14	9	9	2.5	3.61ha	25	
	Dwelling House	Conventional Housing Zone	15 - 61	47	47	12.7	3.70ha	26	
	Youth Housing/Group Housing	Multi-Unit Housing 2 Zone	62 - 405	44	44	34.5	1.29ha	9	
	Apartments/Flats (3 Storey)	Multi-Unit Housing 2 Zone	141 - 143	2	219	61.4	2.89ha	19	
	Private Open Space	Open Space Zone	144 - 161	18			0.79ha	5	
	Private Road	Transport Zone	173 - 176	4			2.5ha	16	
	Electrical Substation	Utility Zone	170	1			0.00ha	0	
	Total			126	319	82.1	14.66ha	100	
	Grand Total			172	389	17.0	21.54ha	100	

- Notation:
- Cadastral Information obtained from Surveys and Mapping (DRDLR).
 - Aerial Photography obtained from Surveys and Mapping (DRDLR).
 - Flood line study done by Greeme McGill Consulting Engineers.
 - Subdivision done on the assumption that the flood line can be modified.
 - The development will be phased but not necessarily in chronological order.
 - The 6m wide Services Servitude is to accommodate an existing to be realigned sewer.
 - All areas and dimensions are approximate and should be verified by a professional land surveyor.
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Firwoods

Property Description:
Erf 8892, Paarl

Drawing: **Proposed Subdivision Portions A-E** Plan no.: **4**

Date: **06/03/2024** Scale: **1:3000 (A3)**

Project no.: **P 3564** Drawn: **WH** Checked: **MW**



Notation:

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ANNEXURE G

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Firwoods

Property Description:
Erf 8892, Paarl

Drawing:	Street Naming and Numbering Plan	Plan no.:	6
Date:	28/06/2023	Scale:	NTS
Project no.:	P 3564	Drawn:	WH
		Checked:	MW



FIRWOODS
ESTATE
P A A R L

ARCHITECTURAL DESIGN GUIDELINES .



WELCOME, TO THE BEAUTIFUL PAARL WINE LANDS

FIRWOODS ESTATE IS SITUATED ON AN OLD CAPE FINE FARM IN PAARL, AN INCREDIBLY WELL LOCATED ESTATE AT THE FOOT OF THE PAARL MOUNTAINS AND ADJACENT TO THE M1 IN AN AREA THAT IS INTERNATIONALLY RECOGNISED BY MOUNTAIN VIEWS, FRUIT ORCHARDS, VINEYARDS AND WINE FARMS.

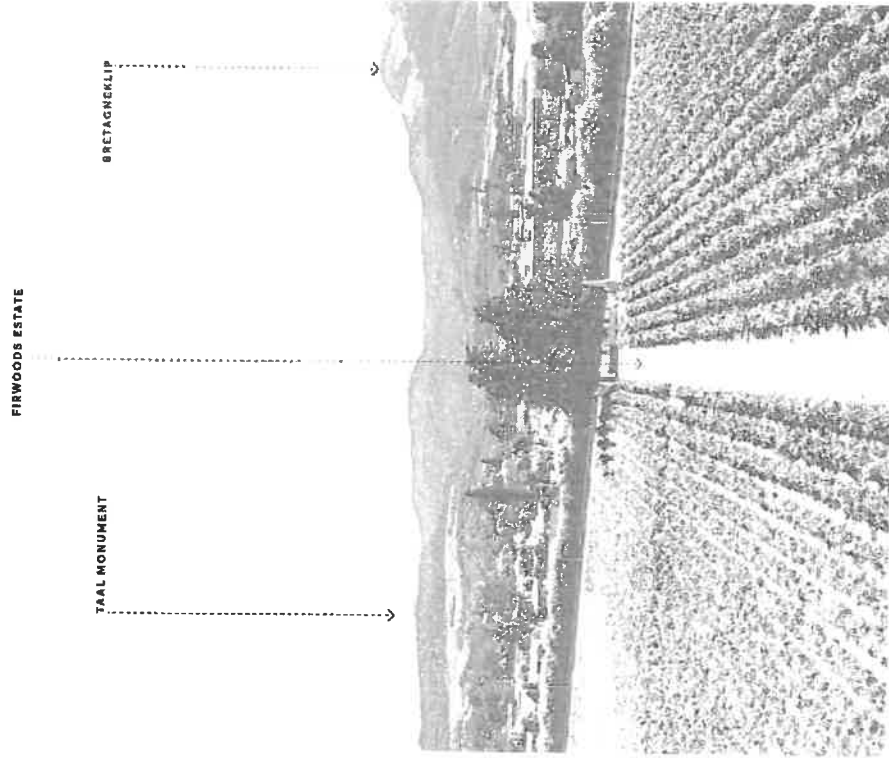


Figure 1: View of Firwoods old gate and the context

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01. INTRODUCTION

All residences in this exclusive estate benefit from each home-owner's adherence to architectural and landscaping principles to ensure a coherent mood and character. The purpose of these rules and guidelines are to protect the value of each investment and to ensure a steady increase in the quality of the development as a whole.

Before construction commences each owner's plans require approval by the trustees of the Homeowners Association (HOA) in terms of its constitution. These rules and guidelines are therefore utilised as a base from which each owner's architect can draw guidance and against which the HOA and its' aesthetic consultant can assess the plans for approval.

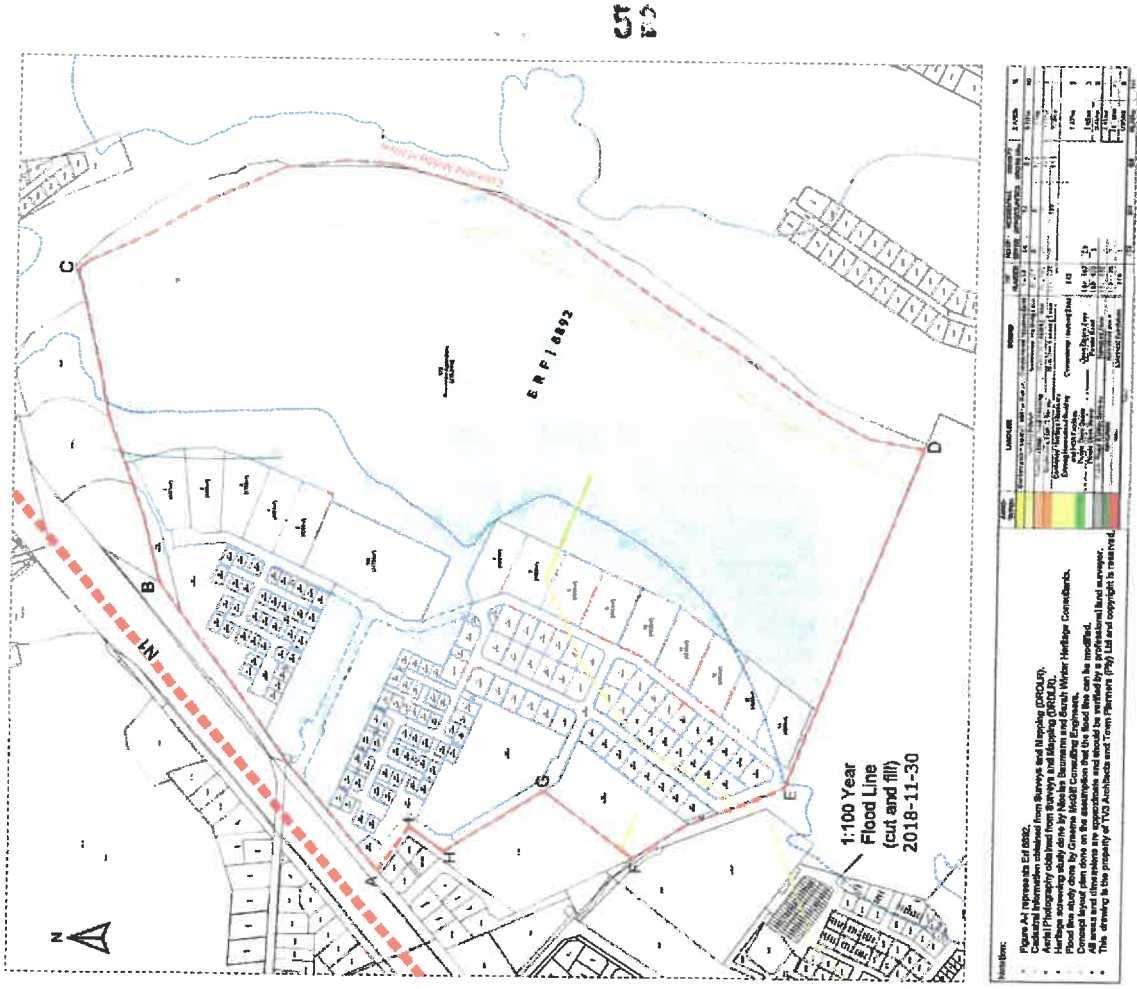
The object of the estate Home Owners Association is to promote, advance and protect the communal interest of its members and consequently to ensure a safe, high quality lifestyle to the owners and occupants by managing the appropriate development of residences and related service facilities as well as farming and communal areas.

The unique and mighty peaks of the surrounds is a Classic landscape. These Mountains are found in reserves and are accessible for hikers and mountain bikers. Nature lovers can safely meander within the fynbos biome all year round to enjoy nature and fresh air.

At the foot of these mountains commercial and sustainable agriculture thrive. Vineyards and orchards are carefully manicured and cover the valley landscape like tapestry. This is a main economic driver for the local economy and is vital for tourism and development.



02. MASTER PLAN ESTATE LAYOUT WITH NATURAL AND CRAFTED INFORMANTS.



03. DESIGN OBJECTIVES

The residential area consists of 176 properties, 14 Gentleman's estates, 47 conventional housing, 79 Group Housing and 2 sites for Apartments.
 The design ethos of this document is premised on two pivotal principles, namely contextual appropriateness in relation to a critical regionalist approach to architecture, and sustainability in terms of environmentally friendly building practices.

Furthermore, the document draws a distinction between two typologies namely: "Wine-lands contemporary" and "Fine-lands" types. These typologies are established to identify the complexity of each project, and how and when an architect can apply them.

Contextually appropriate design pertains to aspects such as:

- A highly respectful approach to the environment;
- The recognition of the topography of the site as the predominating design determinant;
- The reduction of the visual impact of the design on both the environment and neighbouring properties;

Sustainable considerations pertain to aspects such as:

- Climatically responsible architecture;
- The optimization of natural energy sources;
- Considered water and waste management;
- Deliberated re-use and recycling;
- Sensible passive design;

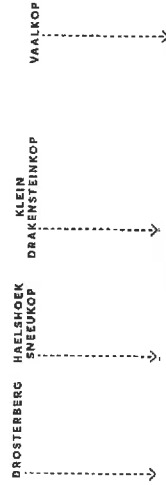
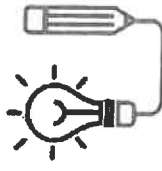


Figure 3: Surrounding scenery - Hottentots-Holland mountain range

04. APPROVAL PROCESS

STAGE 1: PREPARATION OF DESIGN DRAWINGS FOR PRELIM APPROVAL

All conditions set by the HOA PLAN APPROVAL POLICY must be fulfilled prior to the submission of plans to the local municipality.



The following plans in sketch plan format have to be submitted for approval:

1. Specific Design Detail regarding site layout and aesthetic finishing details proposed shall include the following annotated information:
 - Stand number, placing of all buildings, contours, north point, side boundary dimensions, building lines (scale 1:100), servitudes where applicable, existing trees and vegetation, the position of service areas, open garden space, terraces, distances from boundaries and adjoining structures, response to neighbouring properties & privacy, proposed vehicular circulation, entrances to the site, refuse collection and parking, storm water attenuation and boundary walls, the footprint of the building and the permissible coverage.
 - Enclosures for pets (dogs).
 - Floor plans that indicate the use and size of the rooms.
 - Roof pitches.
 - External finishing (visible from street & common property areas) such as lights, doors, windows, cladding type and detail, paving type and colour, paint colour treatments, band colours, metalwork and balustrade.
 - At least four elevations and 3D images indicating the treatment of the building exterior, including colours walls and application of Roof finishes. Cut and fill must be shown (if applicable).

1.2. Considerations prior to STAGE 2, submission of plans for scrutiny.

- All requirements specified in the HOA PLAN APPROVAL POLICY must have been fulfilled.
- Rejected concepts – The architect will have to submit a new set of plans for Stage 2 approval.
- The initial scrutiny fee will allow for one additional iteration only. Where additional iterations are required, additional scrutiny fees will apply.



STAGE 2: SUBMISSION OF WORKING DRAWINGS FOR HOA APPROVAL

The following plans have to be submitted for approval:

- Four (4) sets required: coloured as per Municipal requirement of the SDP (Three (3) sets of plans as per Municipal requirement and one set of plans for the Estate HOA office). The SDP must be drawn on a scale of 1:100.



2.1. The SDP should at least reflect the following:

- Open areas (laundry yards, private gardens and landscaped areas)
- All trees with species botanical names (trees with a trunk diameter of 100mm and more, including trees to be removed as a result of the position of buildings)
- Cadastral information (boundary dimensions)

- Locality of all buildings (site plan)
- Roof Plan with finishes clearly annotated
- Building lines, servitude's and other restrictions
- Storm water management
- Stand numbers of adjacent erven as well as roads/pathways
- Accurate position of existing buildings on adjacent erven
- Contours (1 m intervals) & proposed floor levels
- Boundary and screen wall (position, height and finishes)
- Sidewalks (driveways, landscaping, municipal services and trees on the sidewalk)
- Existing municipal services on sidewalk of erf (storm water inlets, fire hydrants, lamp poles, electricity boxes etc.) and on erf (where physically existing on the erf)
- Driveways and other paved areas (position and finish)
- Entrance (design and finish), house names and numbers
- Permitted and actual Coverage and Floor Area Ratio (FAR) and
- Any other information that may be of relevance.
- One rendered copy of the elevations

2.2. Elevations must indicate the following:

- All proposed external finishes; including colour schemes.
- Ducts, gutters and drain pipes, and
- All patios and verandahs.

NOTE: All plumbing pipes to be concealed in ducts and details must be provided.

- One 3D rendered copy of the Planned Development should be included in the stage 1 submissions

This is required to ensure that the architect has a clear understanding of the guidelines and that the design of the proposed building falls within the aesthetic vision of the estate. The artistic representation, or render, should successfully illustrate the architect's unique take on one of the typologies set within the guideline. The guiding theme for the development is to achieve a qualitative rural atmosphere with contemporary "Wine-lands" and "Fine-lands" architecture, as later defined.

STAGE 3: SUBMISSION TO THE LOCAL AUTHORITY

Once the Architectural committee has approved the detailed working drawings, they may be submitted to the Local Authority.

- In terms of an agreement with the Local Authority, plans will not be accepted or processed unless approved by the HOA and properly certified on the plans as such (HOA Stamped on plans with the authorized signature of Architectural committee.)
- A copy of the final approved plans with all municipal (DM Department of Planning Services) certificates and conditions must be lodged with the HOA Office before building activities commence on site.



STAGE 4: FINAL INSPECTION AND ISSUE OF OCCUPATION CERTIFICATE

Prior to occupation of the dwelling, an inspection has to be carried out by the Architectural committee to ensure that the construction, boundary walls, garden walls, garden gates, landscaping, etc. has been completed in accordance with the approved plans. This will also be required for any additions and renovations.

This inspection must be applied for by the owner or building contractor.

A completion certificate must be issued by the HOA and submitted to the Building Office of the Local Authority before the Local Authority will carry out their final inspection and issue an occupation certificate. Occupation will not be allowed prior to this.

No deviations from the approved plans will be allowed unless approved by the Architectural committee.



05. ARCHITECTURAL IDENTITY

The socio-economics of the Boland has a far stronger influence in people's reason to move there than the tangible building form. Paarl has a certain style and finesse that people strive towards. The infrastructure and technology are strong and attractive driving factors behind the desire to relocate. The landscape, biome and climate are also strong contributors to this. These factors are the ingredients to why the Boland has produced a richer variety of architectural typologies.

We have identified 2 simple but different architectural typologies to complement the region and heritage while allowing itself to be unique. These are eccentric terms and are in no way strict or theoretical. The aim is to guide the architect and offer freedom to create beautiful and special architecture rather than committing monotony, contrived architectural variety or pastiche detailing.

1. Wine-lands contemporary:

A contemporary take on typical "Wine-lands or Karoo" architecture with special design considerations on form, space and materiality. Another contemporary throwback to building in the countryside. The modest Farm and Shed typology with special design considerations and detailing to avoid utilitarian structures.

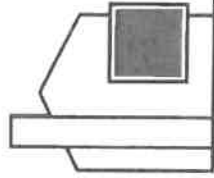
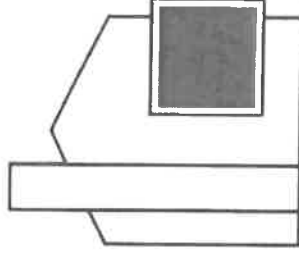


Figure 4: "Wine-lands contemporary"



WINE-LANDS CONTEMPORARY ARCHITECTURAL IDENTITY.

This typology mainly aims to create a familiar but exciting architecture. The base form is to be primarily stereotomic with openings carved into the façades, closed off with a tectonic structure. The use of vernacular and local materials for masonry and stonework with mainly plastered or bagged wall finishes. A "gluelime" motif is to be entertained by using new technology paints and primers. Colours to be considered carefully.

Timber pergolas and shading elements to soften the building and filtering of sunlight to be used.

Building's orientation, position, and form should be designed to respond to the environmental and climatic conditions of the site, including both passive and active methods.

CT
CT

2. Fine-lands architecture:

A new term that combines the above typology with remarkable and tasteful forms and rich materials. An opportunity for architects and designers to push contemporary design.

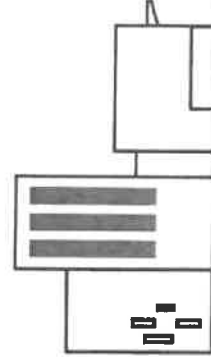


Figure 5: "Fine-lands Architecture"



Figure 4: White-lands ID College

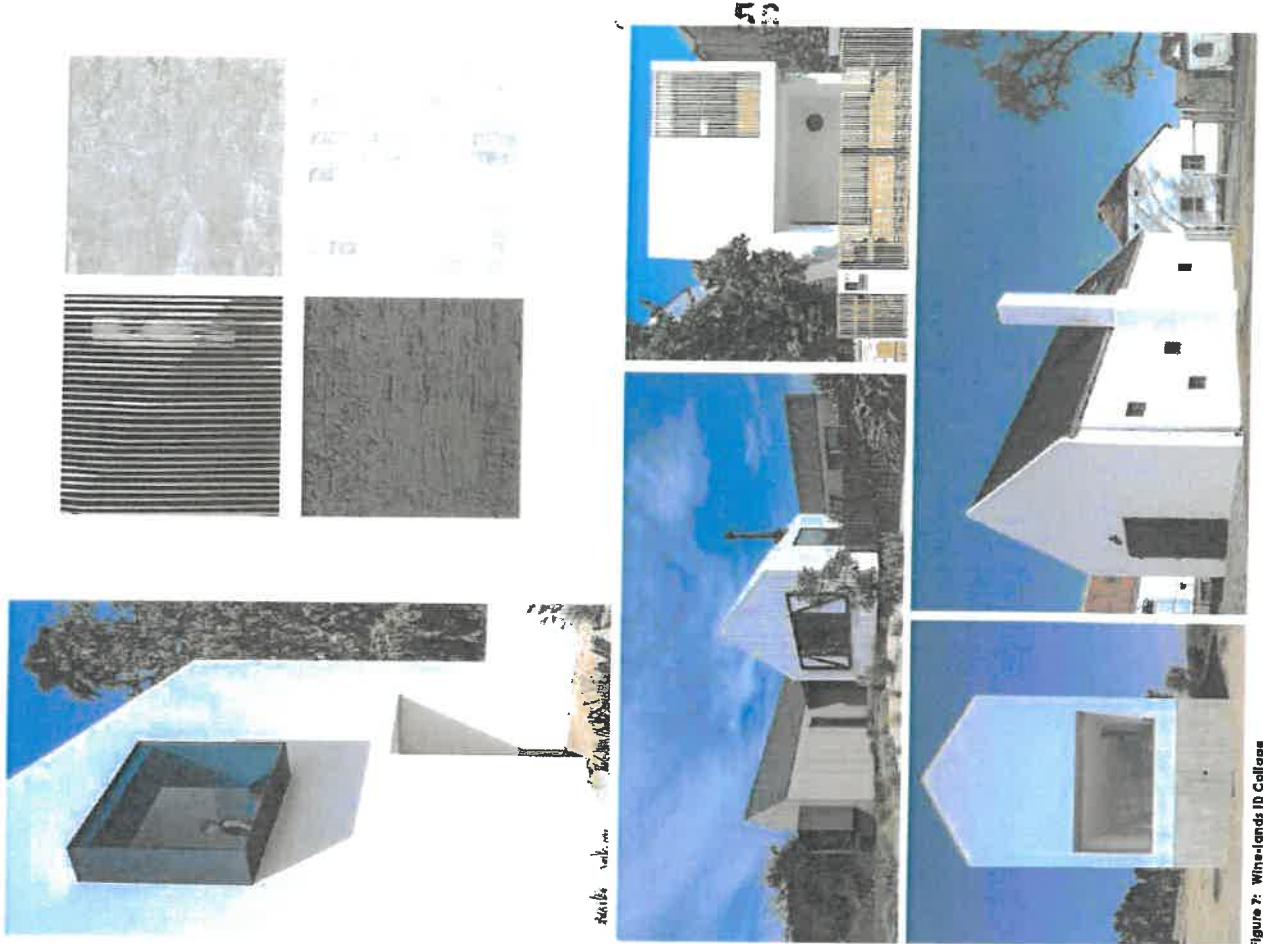
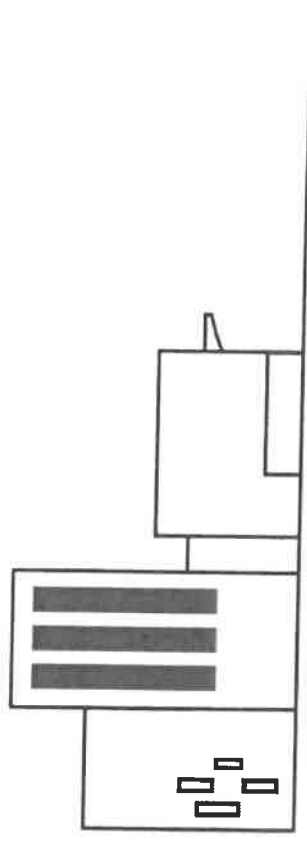
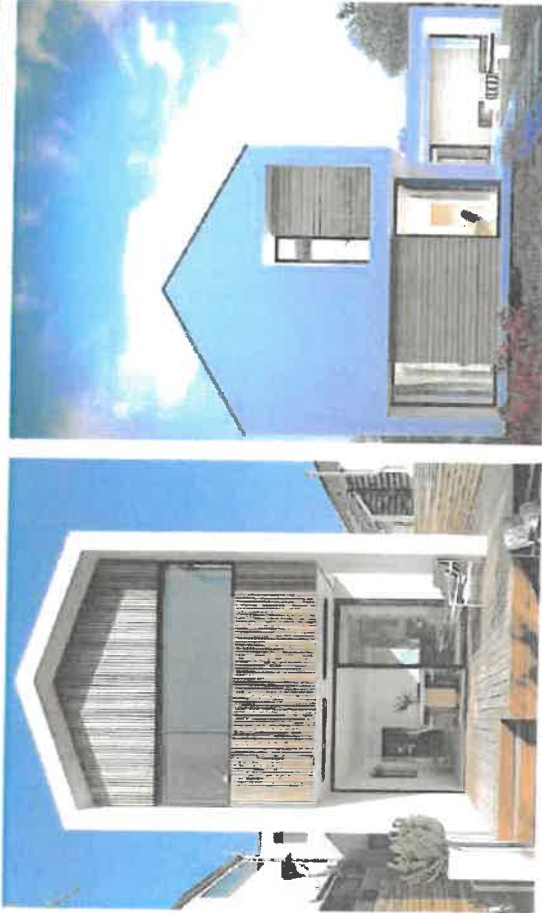


Figure 7: White-lands ID College



FINE-LANDS ARCHITECTURE

ARCHITECTURAL IDENTITY.

"Fine-lands" architecture is a playful term to suggest that an architecture can sprout from the idea of the first typology but with less restrictions.

This type would grant clients and architects to design something truly unique to the context and area. It would be towards the designer's discretion and interpretation of the region.

Although this would be less restricted and it will be regulated by an open-minded review committee who understands the impact good architecture can make in a community.

This Unique stands should be carefully considered and specially earmarked. Ideally even 1-14, the Gentlemans estates.

Figure 8: Wine-lands ID Collage



Figure 9: Fine-lands ID Collage

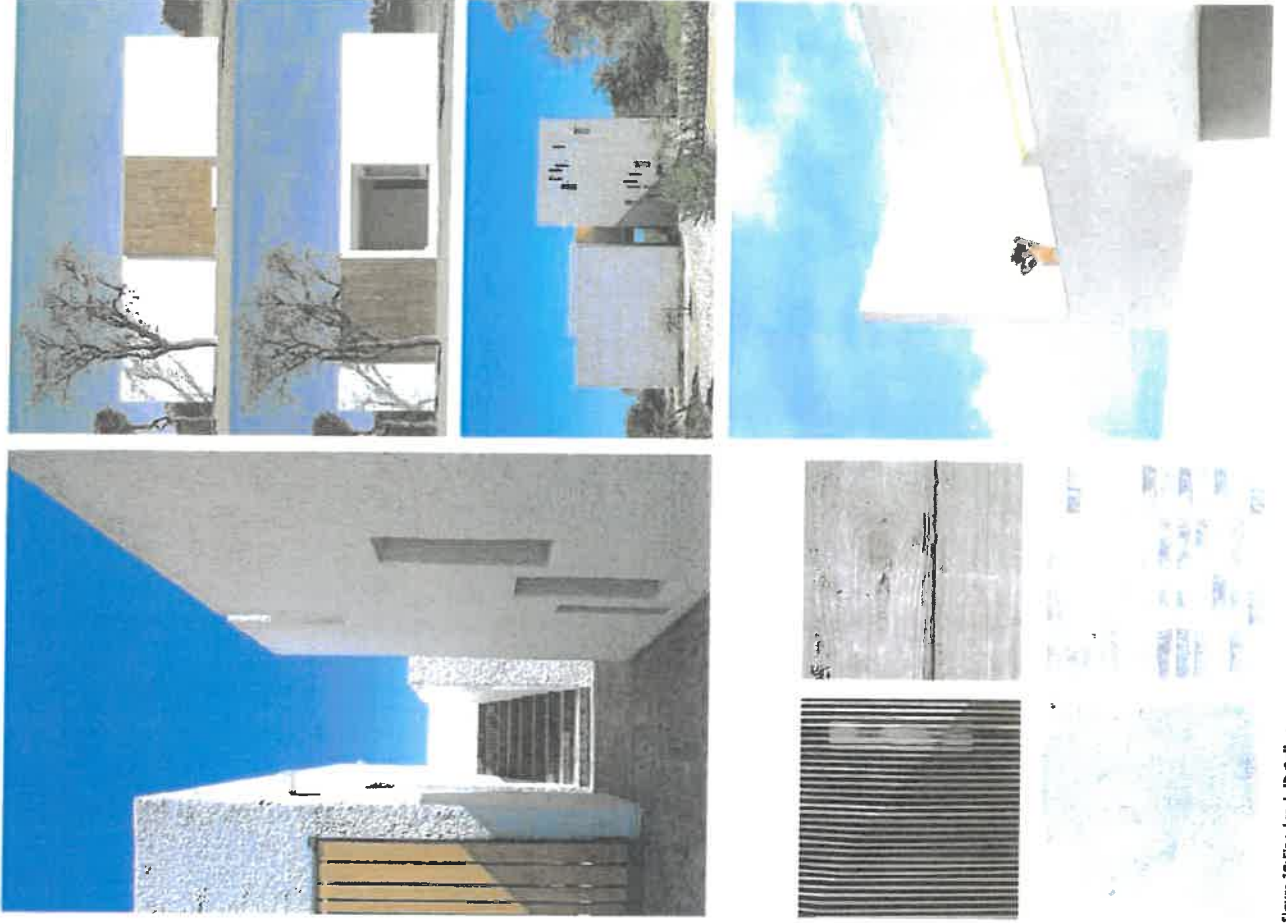


Figure 10: Fine-lands ID Collage

06. ARCHITECTURAL AND AESTHETIC PRINCIPLES

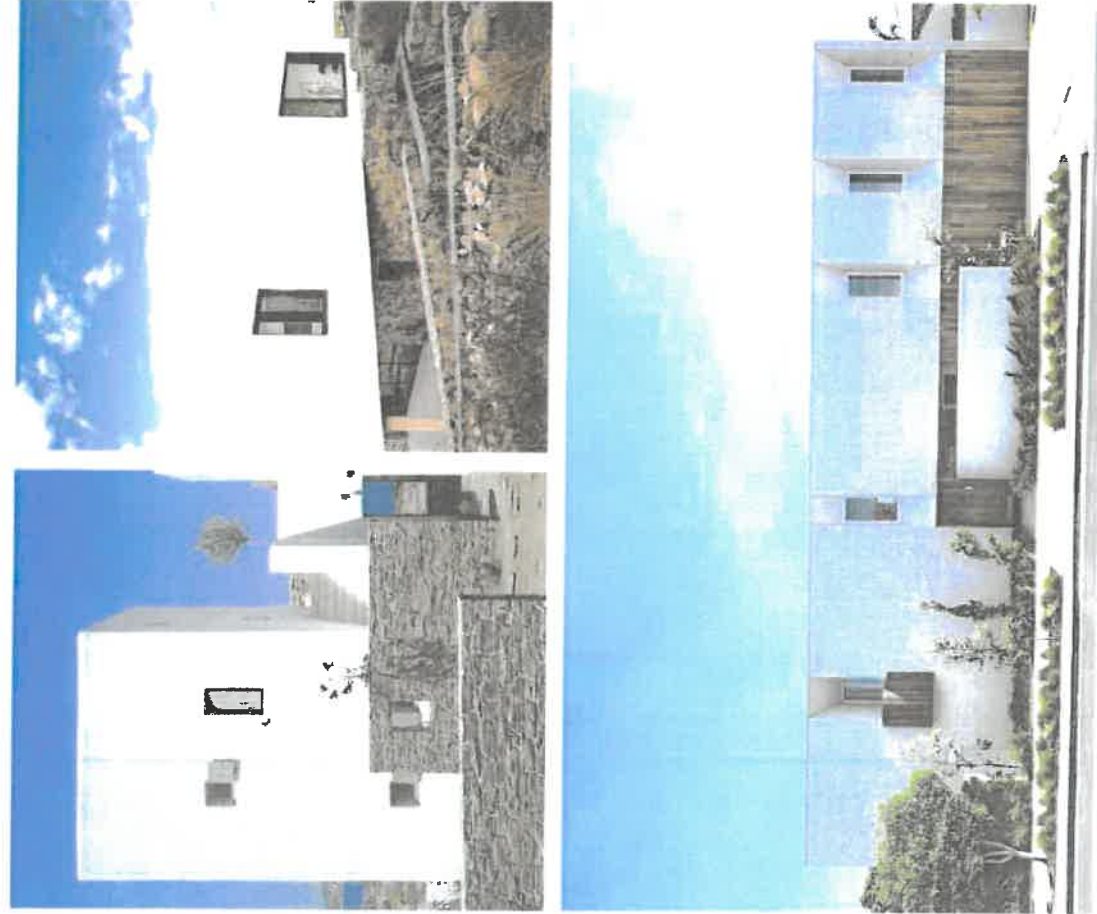


Figure 11: "Fine-lands ID Collage"

These Architectural Design Guidelines are not intended to inhibit innovative design but serve as an instrument to guide and maintain the external appearance and positioning of buildings. Specific exclusions in this document refer to elements or finishes that will not be allowed.

To achieve the objectives of the Architectural Design Guidelines, the guidelines and conditions set in this document are binding on all even of the estate. Although the document is binding it remains subordinate to all SANS 10400 Building Regulations and Town Planning Regulations and By-laws.

Departures that are broadly aligned with the objective of the Architectural Guidelines will be considered by the Home Owners Association (HOA) or their appointed representative aesthetic control architect. Rulings by the HOA will be final and binding. The Mountain Whisper estate Architectural Design Guidelines are subject to periodic revision.

The guiding theme for the development is to achieve a qualitative rural atmosphere with a contemporary "Wine-lands" and "Fine-lands" architecture as previously defined with subtle Mexican or Mediterranean modernist overtones appropriate to the setting in the Wine-lands. This calls for the sensitive juxtaposition of forms and spaces within the framework of the above mentioned principles. The guidelines are to apply to all structures including entrance walls and features.

Mountain Whisper Estate fundamental principles:

- Uniformity in roof scape and finish.
- Wall dominant architecture.
- White base colour to plastered and bagged walls.
- Earthy colour tones primed and painted plastered walls, off-shutter concrete, rammed earth and selected face brick walls as accent colours.
- Timber and steel cladding allowable for design features. "Shed-like" or "Wendy" structures to be avoided.
- Natural locally sources stone can be used in a plinth like method.
- Uniformity in building materials.
- Synchronisation of colours, styles and textures between main building and supporting structures.
- Integration of building masses and linkage with landscaped space.
- Roof gardens and planted parapets encouraged with minimum decorative elements.



Figure 12: "Mexicano modernist"

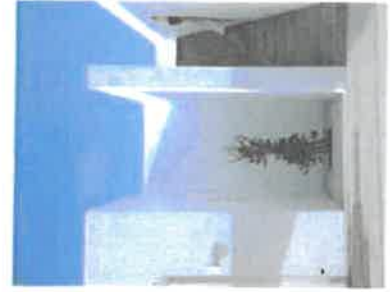


Figure 13: "Mediterranean modernist"

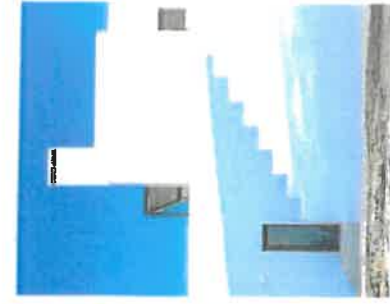


Figure 14: "Greco modernist"

07. WHAT NOT TO DO | WHAT TO AVOID

There is no doubt that the Cape region of South Africa has a remarkable built heritage. Several influences from indigenous building methods to colonial architecture created a variety of beautiful styles over time.

Cape Dutch is one such unique style and is true to the Wine-lands of South Africa. Unfortunately, this "style" is the most appropriated in contemporary estates. Where the primary emphasis is placed on the decorative aspects of the building and form, rather than the timeless spatial characteristics of such a building. Also known as "Cape style architecture", which is the most conservative aesthetic to build in the region and can be compared to the thousands of Tuscan styled estates found in the North of South Africa.

This resulted in an "if it is worth doing, it is worth overdoing" movement where one typical unit is repeated dozens of times in a sprawling pattern. This occurrence takes away the unique and precious characteristics of rich spaces like Dorp Street in Stellenbosch.

It is the responsibility of designers to analyse and create quality spaces and to avoid monotonous developments and the watering down of a region's built heritage.

The richness of the vernacular building styles grants architects more options and freedom to create beautiful and unique spaces while still selling a tasteful property in a beautiful landscape.

The style that is mostly used is limiting to the lifestyle demand of today and strict guidelines can result in unattractive architecture.

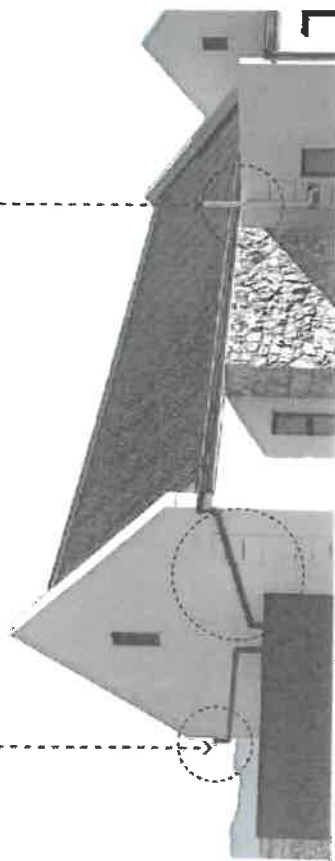


Figure 15: Good fundamental but with sloppy execution

Blatant and typical "post modern" buildings to be strictly avoided.

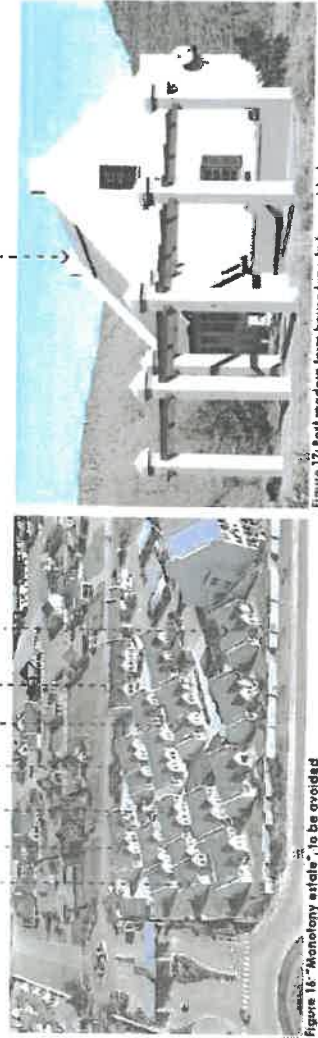


Figure 17: Post modern form house type to be avoided

08. DESIGN CODE

1. Any form of typical Tuscan revival and post modern Tuscan style structures will not be entertained.
2. In lieu of building lines, every stand has been allocated a permissible building area as indicated in Building Guide Plan.
3. A maximum of coverage of 50% of the erf area allowed, including garages, covered carports, verandas and covered patios. First floors total area not to exceed 70% of ground floor area. (Portions are exempted from this rule.)
4. No verandas are permitted to overlook the living areas of any neighbouring properties, unless provision has been made for some appropriate screening device as stipulated in the Design Guidelines and approved by the Design review committee.
5. The height restriction is to be determined by local by-laws. 12m Roof Ridge with only 2 storeys allowed.
6. External finishes must conform to good architecture, so as not to detract from the general appearance of the neighbourhood. Monotonous face brick applications will not be allowed.
7. Proposed paint colours must be approved by the AC (Aesthetic Committee) during submission. Should the owner during the construction process wish to deviate from the approved colours, new colour samples must be presented to the AC for approval prior to painting of the house. The AC may at their own discretion request an owner to paint 1x1m samples of the proposed colours against the exterior walls of the owner's house for AC approval.
8. Firwood Adopts the principle to be waste efficient. Waste material production should be minimized and disposed of responsibly. Recycling and re-use is encouraged.
9. Service areas should be properly planned to ensure that service yard activities are not visible from the neighbouring stands or the street. Yards to be shielded from unsightly views. Measures to be applied:
 - Service yards are to allow for municipal refuse bins as well as recyclable waste.
 - Service yards should have a slatted pergola structure perpendicularly facing the main approach or viewing angle towards the property to prevent view into the service yard.
 - Washing lines will only be accommodated within service courtyard with pergola cover as prescribed.
 - Air-conditioner external units must be hidden from plain sight and be incorporated into the design. External units are to be placed to limit noise pollution to neighbouring properties.
 - Any TV antenna, satellite dish, wireless internet antenna or any other Telecommunication antenna to be visually hidden from street and neighbouring erven.
10. No externally fitted burglar bars will be permitted;
11. Only one type of roof material per development may be visible from the street or the natural ground level of neighbouring stands;
12. Outbuildings, walls and alterations must match the original design and style of the house

All architects are urged to study the existing development and to employ the principle of the "second man" and the "15 principles" as suggested by Christopher Alexander in his authoritative publication on architectural etiquette "A Pattern Language".

09. RETAINING STRUCTURES

Terraces are allowed and necessary to facilitate outdoor living spaces. Due to the prominent slope, retaining structures will be required to stabilize platforms. The following retaining structures are allowed:

9.1. STABILIZED EARTH BACKFILL WITH REHABILITATED INDIGENOUS VEGETATION.

9.2. RETAINING WALLS AND TERRACES.

- Vertical constructed retaining walls are allowed but may not protrude more than 1.8m from the shaped surrounding landscape. In such an event, the retaining wall should be terraced and landscaped.

9.3. RETAINING WALL MATERIALS.

- Off-shutter concrete
- Brick walls plastered and painted
- Natural stone built retaining walls
- Square black mesh gabion retainers.

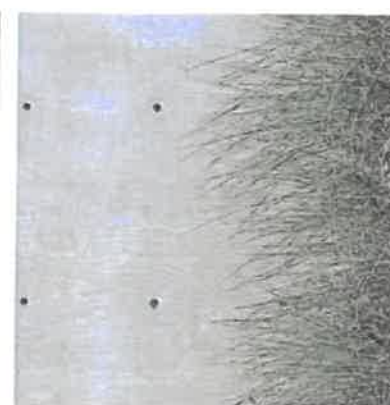


Figure 16: Retain structure materials collage



Figure 17: Retain structure materials collage

10. ROOFS

10.1. PITCHED ROOFS: All visible pitched roofs to be covered with metallic roof sheeting. Specialist stand-up seam roofs are allowed in approved pre-painted colours only.

- Brown Built roof sheeting.
- Trimflute
- Klip-lok or Sofflok roof sheeting manufactured from steel sheetmetal with pre-painted colours.
- Aluminium-Zinc alloys like Reinzink.

***Refer to Colorplus palette for approved colours**

***Refer to Colorbond palette for approved colours**

10.2. ROOF SLOPES

All visible roofs must have a minimum pitch of 20 degrees and a maximum pitch of 40 degrees. Roofs to terraces, over walkways or similar secondary spaces may be flat or mono-pitched, but only if not visible from adjoining properties or the road. No reflective sheet metal roofs are permitted. Feathering structures like pergolas and eaves are encouraged.

All eaves to be clipped eaves. Additional shading louvres or pergolas are encouraged to replace large floating eaves.

10.3. FLAT ROOFS:

- Non-reflective concrete roofs or planted concrete roofs are allowed. In the case where concrete roofs are not covered with vegetation, it should have a brown aggregate cover layer over the waterproofing.
- Low-pitched sheet metal flat roofs are allowed, provided the roof has a crown parapet to visually hide the roof.
- Accessible roof terraces to be finished with timber decking or clay pavers, in the cases where planted roofs or planted boxes are absent.

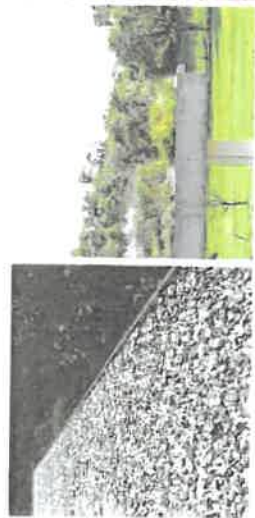


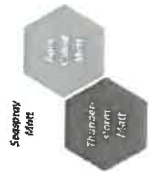
Figure 21: Roof material finishes and colours

Colorplus™ is available in a variety of vibrant colours:



Colorplus™ Matt is available in the following colours:

*Colour reproduction may vary from the complete spectrum.

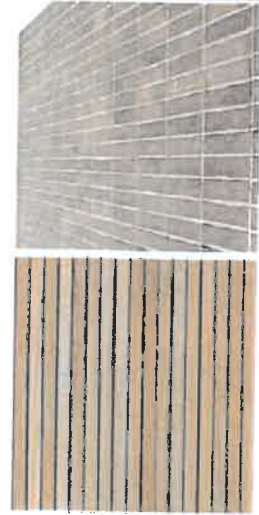


Colorplus™ Textured is available in the following colours:

*Colour reproduction may vary from the complete spectrum.



Figure 20: Permissible Colorplus colours.



- Roof terraces will be considered provided the terrace does not invade the visual privacy of neighbours. Therefore, terraces are only allowed on first floors, and designed with neighbourly respect in mind.

10.4. GABLE-END DESIGNS

- No Fascias to be visible on gable-ends. Simple gable-end form to be achieved with an end wall flashing or purpose made capping.



Figure 22: Permissible Colorbond colours.

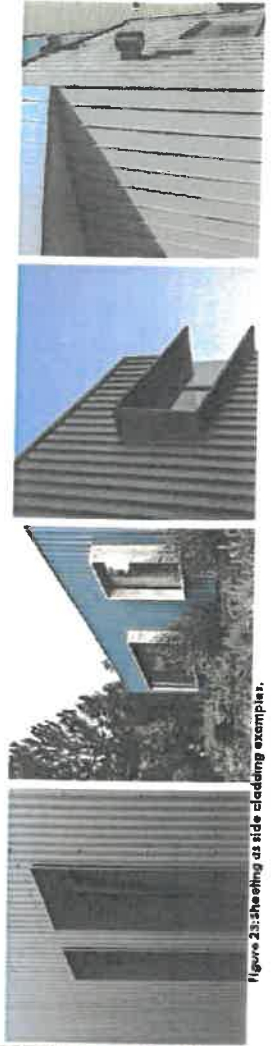


Figure 23: Sheeting as side cladding examples.

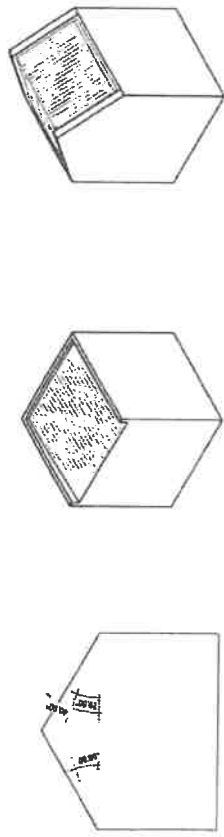


Figure 24: Roof pitches

Figure 25: Crown parapet diagram

Figure 26: Cable detail diagram



Figure 27: Collage of roof and gable finishes

11. GUTTERS AND DOWNPIPES

- Gutters and downpipes must either be concealed or be treated as an integral design feature.
- Downpipes to be pre-coated aluminium to match roof and fascia colour. Down pipes are encouraged to be recessed into a niche design.
- In the case of flat, green roof's pre-fabricated concrete and steel spouts are permitted, but subject to the approval by Estate architect.
- Note that the use of stainless steel chains or cables, connected to design catch pits is permitted.

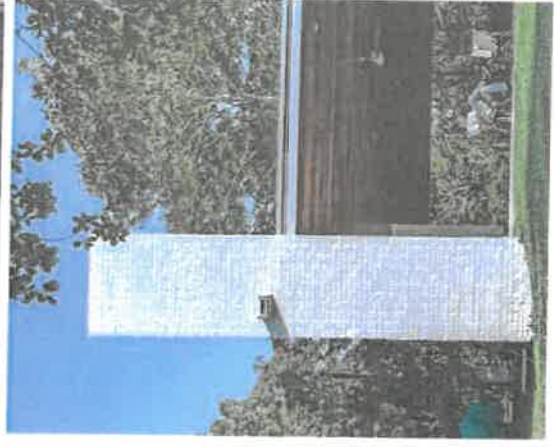
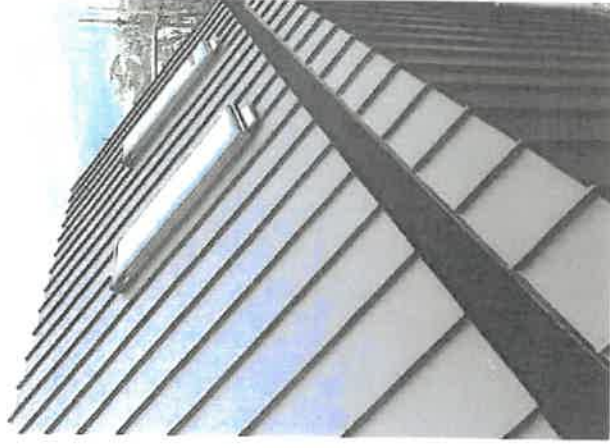


Figure 28: Hiding gutters and downpipes

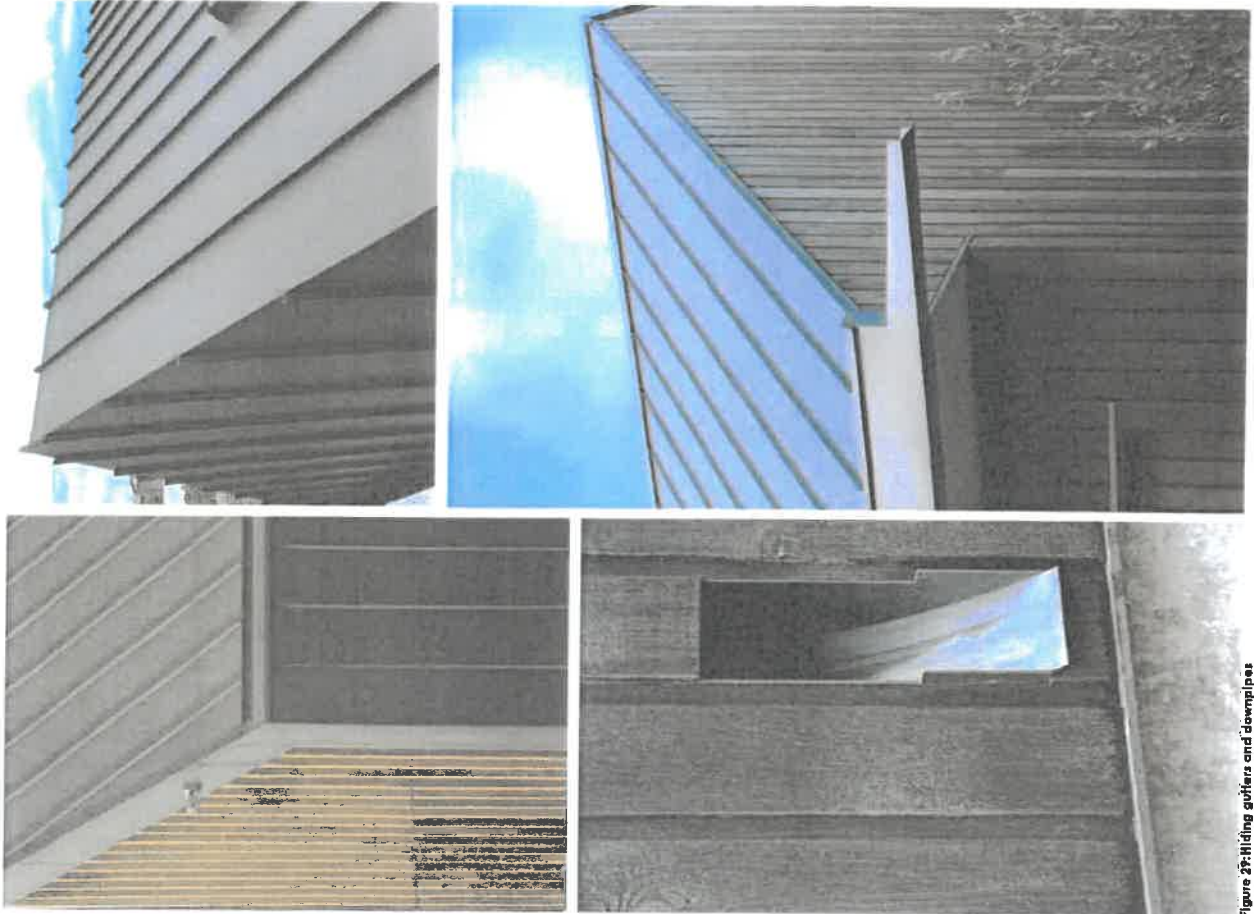


Figure 27: Hiding gutters and downpipes

12. BOUNDARY WALLS

Each erf will be responsible for the side and street boundaries, ownership of side boundaries are shared with neighbours which means that cost of such boundaries are often shared. The wall design must be integrated with the design of the house to form a whole.

- Walls should not exceed a height of 1.8 metres and 2.1 metres for the laundry yard.
- Timber screens to be horizontal or vertical slats and should be accommodated by masonry or stone walls.
- No laundry yards are to be visible from the street or communal areas.
- Erven facing to the estate **street** side must have a low wall or "Wierf muur". Maximum height of 1.2m to serve as a pool fence. Lower walls encouraged.
- Landscaping and planter boxes integrated with the low front wall will be highly encouraged.
- Sides of erven facing to natural pockets and natural scenes, (like the pond or river) are allowed to use 1.2m Clearvu or a low wall.

Specific exclusions:

- Ornamental or curved fences.
- Wrought iron balustrades.
- Slanted or angled timber.

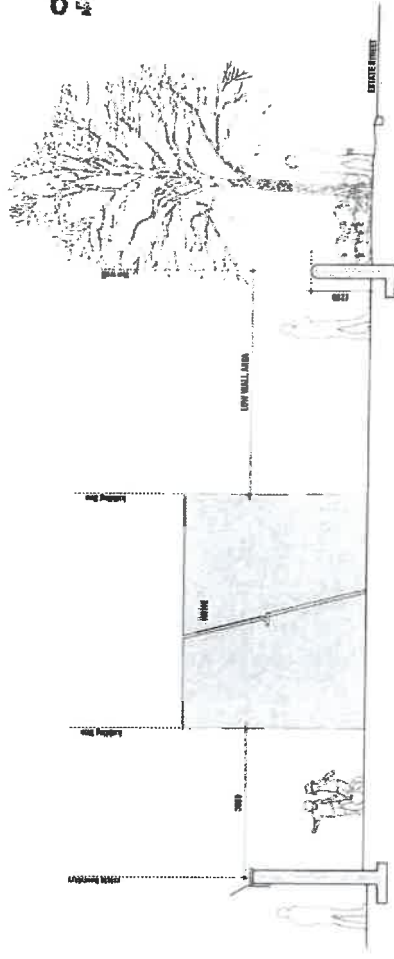


Figure 30: Estate boundary wall detail



Figure 31: "werfmuur" example from the context

Werf muur:

The incentive behind the low wall to the street is inspired by the cultural context. Like many other features of the estate, the "werf muur" will have to be a contemporary adaptation.

- The low wall may only be 1.2m high to also serve as a pool fence.
- Low walls to be plaster and painted.

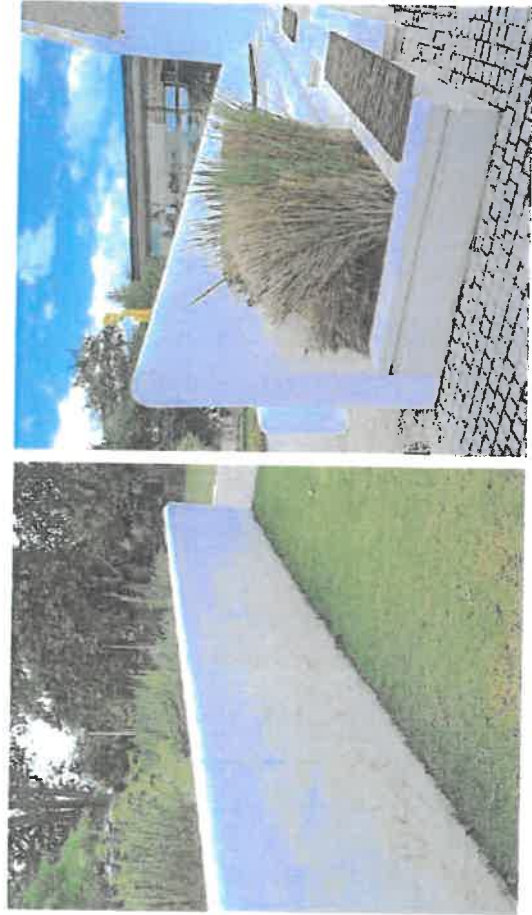


Figure 32: Contemporary adaptation of a "werfmuur"

Timber screens are to be used as privacy barriers, ideally around service and laundry yards.

Timber screens shouldn't overpower the masonry or stone wall.

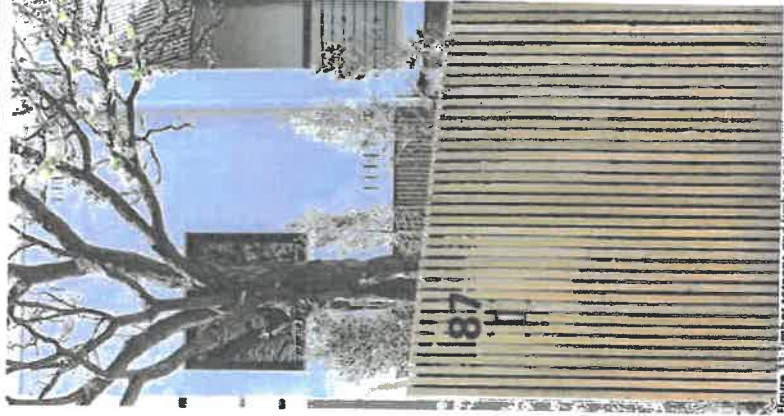


Figure 31: Timber screens and timber gates.



13. CHIMNEYS

CHIMNEY FORM:

Chimneys with a simple monolithic shape are encouraged, constructed from masonry and may have natural stone cladding on the external facade as a plinth. Capping's should be integrated in the chimney design and be an extension of the proportion of the chimney. All wall materials are allowed to construct chimneys. No telescopic designs will be allowed.

Metal chimney flues and pipes are allowed to protrude through roof sheeting in cases where wood burning stoves or fireplaces are located in the centre of open plan living spaces and the construction of masonry chimneys are not desirable. All protruding flues, pipes and cowl's are to be epoxy coated in non-reflective black. Simple chimney cowl's allowed. Vermin control to be black steel mesh.

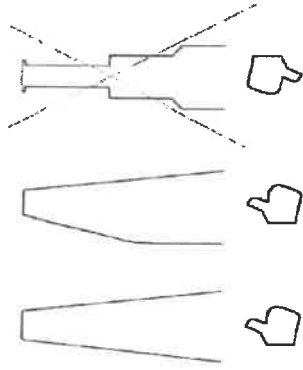


Figure 34: Permissible chimneys

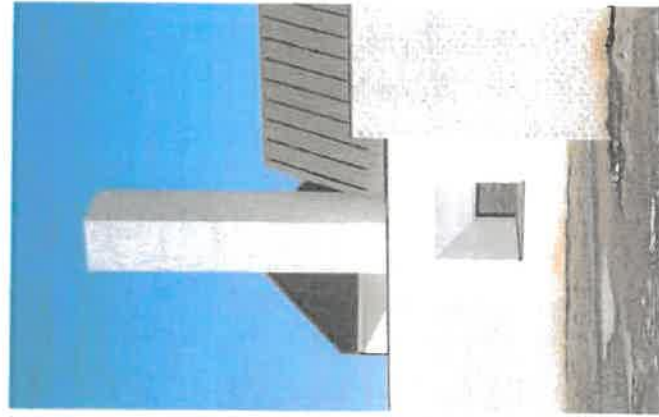


Figure 35: Monolithic chimney types



Figure 35: Monolithic chimney types



Figure 34: Permissible chimney types

14. WALLS

External walls to be plastered and finished with a rough texture weatherguard primer (or similar product) and painted with grey tones as per DULUX colour palette from ranges 292 - 297, or similar approved products. Colour schemes intended to be used require approval in terms of sample walls once construction has reached the applicable phase.

Plastered brick walls, bagged finish masonry walls, natural stone cladding to brick walls, hardwood timber vertical cladding, sheet metal cladding matching the roof sheeting utilised. Timber cladding may be in horizontal or vertical format. Engineered cement cladding may only be in vertical format.

- Bagged and smooth plaster masonry walls should have a painted finish.
- Colours for painted external walls: Only Grey toned colours are allowed. Colour range is TBC.
- Limited Stone Cladding is allowed as feature walls, chimneys or plinth walls. Only natural stone construction in 75mm minimum profile depth in drystack or jointed format is allowed. No straight edge.

Sample walls to be constructed for HOA approval.

Specific exclusions:

- Exposed face-brick walls.
- Vertical slate cladding
- Artificial stone cladding
- Straight edge engineered stone tiles.
- Engineered stone tiles

APPROVED WALL COLOURS TO BE FINALISED.

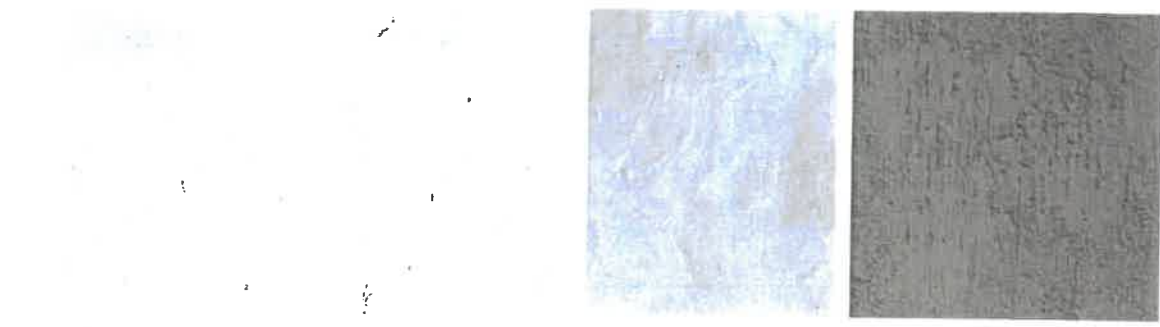


Figure 37: Base colour palette



Figure 38: Wall finishes and types



Figure 40: Feature wall and accent element materials

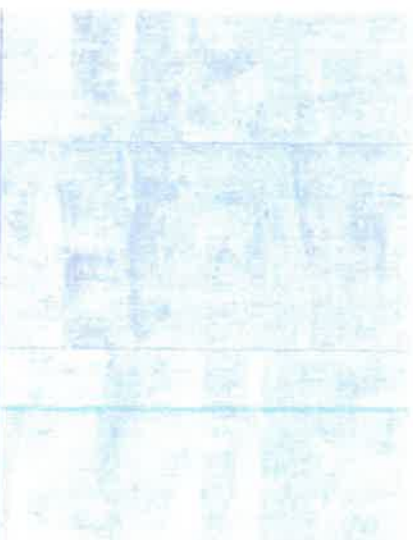
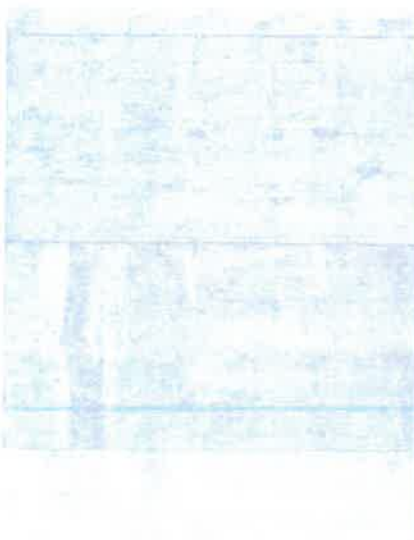
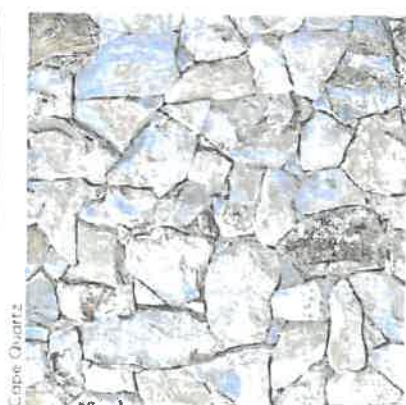
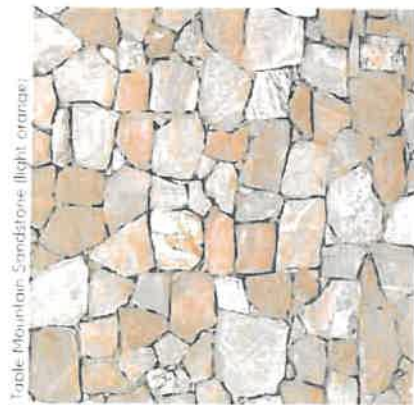


Figure 39: Raw off-shutter concrete wall finishes



APPROVED STONE TYPES TO BE FINALISED.

Figure 41: Permissible natural stone

Facade treatment mass ratio:

Facade mass ratio should consist a minimum of 60% of white plaster or bagged walls. The materiality may further be rendered with any other approved finish. (Excluding openings and fenestration.)



Figure 42: Permissible material ratio

15. COLUMNS

Rectangular shaped columns constructed from:

- Masonry
 - Hardwood timber
 - Steel or aluminium
- Specific exclusions:**
- Ornamental pre-cast columns of Doric, Ionic or Corinthian shape.
 - Tapered columns.

16. SHUTTERS

Only functional shutters manufactured from aluminium or a combination of hardwood timber and steel will be allowed, in a horizontal or vertical design. Shutters are to be applied to reduce glare and reflectiveness of windows. Laser cut screens design to be geometric and simplistic. Aluminium will be powder coated as per colours listed under Doors Openings and Fenestration.

Specific exclusions:

- Tongue and Groove shutters.
- Shutters with ornamental embellishments
- Non-functional decorative shutters.
- Floral and ornamental laser cut screens



Figure 43: Timber sliding shutters

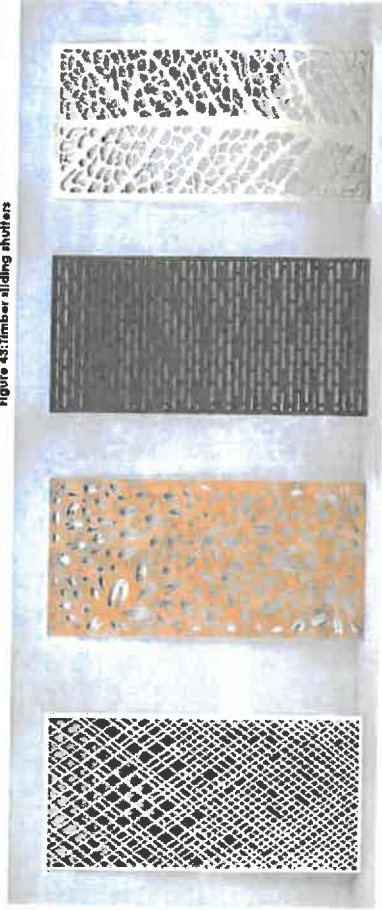


Figure 44: Permissible steel shutters and patterns

17. FENESTRATION

DOORS

Timber frames or aluminium. Varnish or stained to natural timber finish or painted to match colour of shutters.

WINDOWS

Timber frames - varnished or stained to natural timber finish or to match colour of shutters. Aluminium windows to the approved colour palette.

Window and door frame material match with special exception of the use of frame less glass doors.

MATERIALS

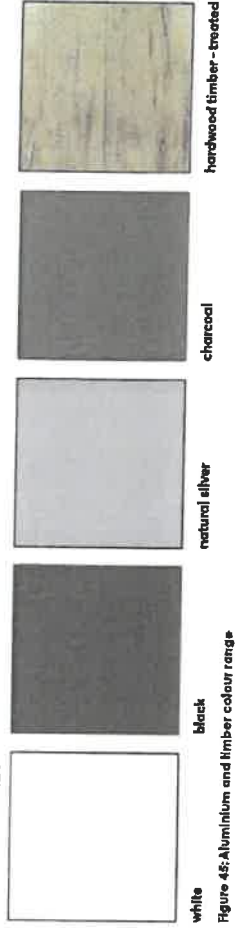


Figure 45: Aluminium and timber colour range

18. GARAGE DOORS

Single or double garage doors are allowed. Garage doors will have a horizontal or vertical slatted design manufactured from hardwood timber, aluminium or sheet metal. Hardwood doors may have an oiled or painted finish. Aluminium doors will have a powder coated finish in either charcoal or to match project scheme. Sheet metal doors may have powder coated or painted finish to match roof, door and window frames, or wall finish.

Specific exclusions:

- Field panel doors
- Fibre glass doors.
- Translucent or transparent panels in garage doors.

19. BALUSTRADES

Balustrades will comply to the National Building Regulations (SANS 10400) safety regulations. Balustrades may be constructed from masonry, hardwood timber, powder coated aluminium or painted mild steel. Balustrades will be geometrically shaped. Only Timber, dark grey or black colours will be allowed for balustrades. Safety glass balustrade may be used but in a subtle manner, glass only allowed on first floor balconies.

Specific exclusions:

- Ornamental or curved balustrades.
- Any reflective surface, such as stainless steel.
- Wrought decorative, iron balustrades

20. PROHIBITED BUILDING MATERIALS

- Any painted or unpainted or reflective roofing material.
- Pre-cast concrete walls (FIBRECRETE), wire fencing, swimming pool type mesh fencing and "splitpole" type fencing;
- Unpainted plaster, uncoloured plaster;
- Razor wire or similar type fences as well as electrical fences (Boundary wall excluded)
- Lean-to or temporary carports or shade netting structures;
- "Wendy Houses" or similar type structures;
- Thatch or roofs of mock or artificial stone.

21. SUSTAINABLE LIVING

Solar PV Electric Panels and Controls

It is recommended that a supplementary power supply system be integrated into the house design. The following should be noted

Orientation of roofs for optimum sun exposure of panels. North. Ideally panels should be placed flat on pitched roofs of 35 degrees.

Panels should be placed a minimum of 100mm below the apex of the roof and 100mm from the side and 200mm from the gutter to maximise water catchment. No panels may project beyond the roof.

Provide small separate room for the battery storage bank.

Rainwater Harvesting and Storage

All rainwater storage equipment must be integrated into the design of the dwelling and be approved with the drawings. All PVC water tanks must completely be shielded from view either in a yard or in a basement structure. Corrugated water storage tanks will be allowed in view if properly reconciled with the design.

Tanks should be positioned to minimise visual impact. Tanks should be screened. OR positioned adjacent to the house or outbuilding and painted the same colour as the walls of the house.

All piping from the roof should be hidden. HDPE can be properly concealed and is highly recommended.

NOTE: NO GENERATORS WILL BE ALLOWED.



Figure 4k: Timber slats used to conceal rainwater harvesting tanks



Figure 4j: Corrugated sheets used to conceal rainwater harvesting tanks

Solar water heating

The modern solar hot water systems save a lot of electricity and are recommended.

- No external tanks permitted. Locate in roof space.
- Heating elements must lie flat on the roof and be a dark, non-reflective colour. Connecting piping to be in the roof space.
- Heat pump equipment to be shielded from sight and incorporated into the design.

22. STORMWATER MANAGEMENT

The introduction of hard surfaces such as driveways, roads, sidewalks and roofs result in concentrated and channelled storm water flow. The significant slope on site requires a comprehensive storm water management strategy in order to maintain the natural environment and avoid soil erosion. Concentrated storm water collected from hard surfaces such as the roof, will be collected in a closed piped storm water system and disperse into the central storm water management system. Established vegetation prevents erosion. Where any soil has been disturbed due to construction of a residence, installation of boundary fence or any other building activity, the vegetation must either be re-instated to match the existing or be according to an approved soft landscaping design drawing.

23. CAR PORTS

Carports are allowed if it is integrated with the holistic design of the residence and will be roofed with a timber or matt black steel structure with timber or painted aluminium pergola.

Specific exclusions:

- Round steel tubing carport structures with shade cloth covering.
- Visible rainwater down pipes if roofed



Figure 4a: Timber and steel structure carports.

24. EXTERNAL LIGHTING

All external lighting will follow the principle of low reflectivity and low glare. The following principles will apply:

- Only light fittings that wash up or down against the building facades will be allowed.
- No flood light or lantern type light fittings will be allowed.
- Site lighting will only be low level route markers.

25. SWIMMING POOLS

Swimming pools are allowed only if integrated into the design and if complementary to the holistic design approach. Simple rectangular shaped pools will be allowed. The position of the pool, pump and filter will be within the building lines and must be shown on plan and sections submitted for approval. A pool fence to a minimum 1.2m high from the street access to comply to BOUNDARY WALL details.

Specific exclusions:

- Portable pools
- Organic or kidney shaped pools.

26 DRIVEWAYS

Only one driveway will be allowed per plot. Driveway will not be wider than 6m and material shall match the paving material where the driveway meets the estate road.

Car ports to have a strip road (Jeep track) integrated within the landscape. Carriage way finishes allowed are clay paving brick and exposed aggregate concrete (pre-cast blocks or in-situ).

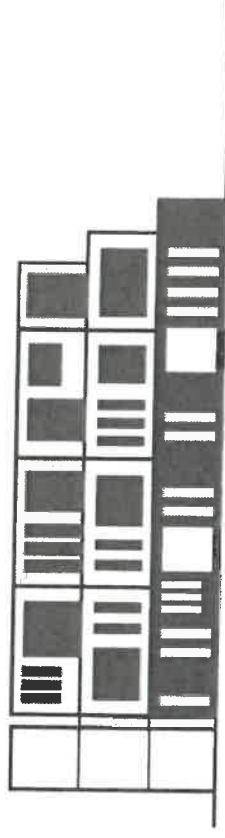
All paving samples must be approved with the HOA.

Specific exclusions:

- Artificially coloured concrete paving bricks
- Concrete or stone cobbles



Figure 49: Lifestyle swimming pool.



A P A R T M E N T S

ARCHITECTURAL IDENTITY.

The new scheme allows for high density living or apartment blocks at designated erven.

The aim for the design of these structures is to blend subtly into the landscape while still adhering to the physical and spatial characteristics of this typology. The design and detailing should be carefully considered so that these structures do not overpower or dilenate the landscape.

Design of the apartments should be done in the spirit of **SUBTILITAS**: (latin; noun):

Fineness of texture, logic, detail; slenderness, exactness, acuteness; sharpness : precision

27. APARTMENTS

The Pearl landscape should be the backdrop to any large scale block development. This means that the interventions shouldn't aim to out-scale the existing context or play as the central character. It should rather aim to be a mute and minimalist design to act as a backdrop to the development. The location of the blocks is also ideal to visually shield the one story storage facility from the rest of the development.

1. Apartments parameters as per zoning by-laws:

- FLOORS : 3 storeys
- HEIGHT : 15 meters
- COVERAGE : TBC
- BULK : TBC
- PARKING : TBC



Figure 50: A near perfect example of an apartment block as per the guideline.

2. Apartments design parameters to be implemented: DESIGN CODE

All guidelines stipulated earlier in this guideline is applicable within the framework of apartments.

1. Any form of typical Tuscan revival and post-modern Tuscan style structures will not be entertained.
2. In lieu of building lines, every stand has been allocated a permissible building area as indicated in the Building Guide Plan.
3. No verandas are permitted to overlook the living areas of any neighbouring properties, unless provision has been made for some appropriate screening device as stipulated in the Design Guidelines and approved by the Design review committee.
4. The height restriction is to be determined by local by-laws. 12m Roof Ridge with only 3 storeys allowed.
5. External finishes must conform to good architecture, so as not to detract from the general appearance of the neighbourhood. Monotonous face brick applications will not be allowed.
6. Proposed paint colours must be approved by the AC (Aesthetic committee) during submission. Should the owner during the construction process wish to deviate from the approved colours, new colour samples must be presented to the AC for approval prior to painting of the house. The AC may at their own discretion request an owner to paint 1x1m samples of the proposed colours against the exterior walls of the owner's house for AC approval.
7. FIRWOODS Adopts the principle to be waste efficient. Waste material production should be minimized and disposed of responsibly. Recycling and re-use is encouraged.
8. Service areas should be properly planned to ensure that service yard activities are not visible from the neighbouring stands or the street. Yards are to be shielded from unsightly views. Measures to be applied:
 - Service yards are to allow for municipal refuse bins as well as recyclable waste.
 - Service yards should have a slotted pergola structure perpendicularly facing the main approach or viewing angle towards the property to prevent view into the service yard.
 - Washing lines will only be accommodated within service courtyard with pergola cover as prescribed.
 - Air-conditioner external units must be hidden from plain sight and be incorporated into the design. External units are to be placed to limit noise pollution to neighbouring properties.
 - Any TV antenna, satellite dish, wireless internet antenna or any other Telecommunication antennae to be visually hidden from street and neighbouring erven
 - 9. No externally fitted burglar bars will be permitted.
 - 10. No roof-like elements should be visible. Roofs must be used for sustainability components and services, all of which are to be concealed behind a parapet.

3. Apartments design code: WHAT TO AVOID.

The design of apartments in a rural landscape, or on the periphery of a city should be done with extra consideration and care. With this design guideline the aim is to establish a framework that will help avoid any design that might be alien and muddled. It must be designed and created to be subtle.

1. Apartment blocks should not have monotonous facade designs.
2. Circulation can be incorporated within the units or can be accommodated in a staircase shaft. The design of such a shaft should be carefully considered.
3. No visible pitched or mono-pitch roof. The roof should be a flat concrete roof or sloped but hidden behind a parapet. This eliminates all sorts of fragmented and incoherent details that can come with a bad roof design e.g. fascias, gutters and downpipes, fire walls between units etc.
4. Should water from such a roof be harvested, the tanks to store water must adhere to the estate guidelines.
5. Dead, unresponsive façades.

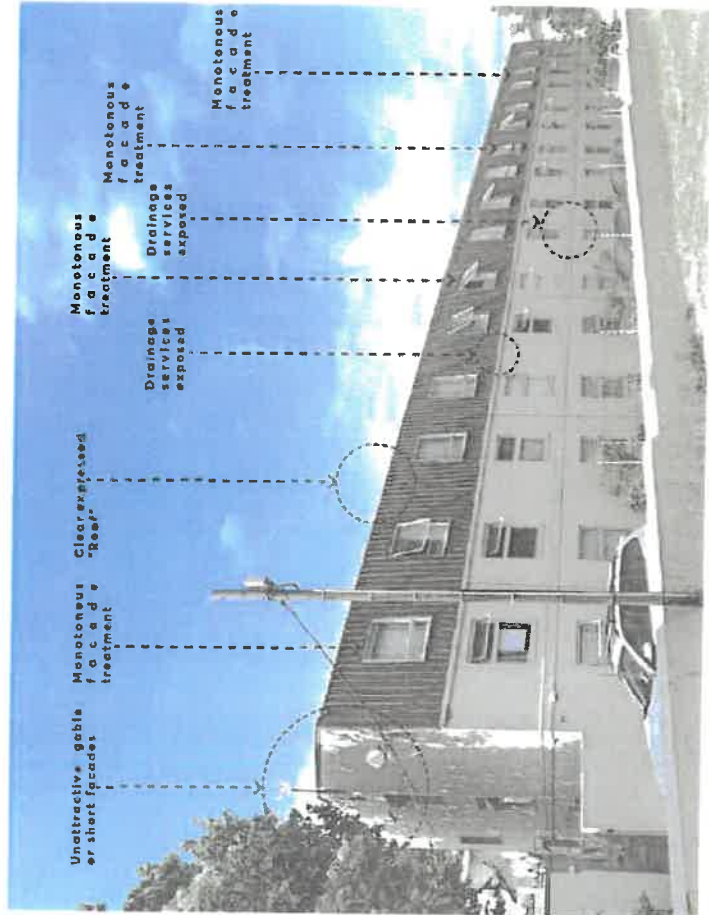


Figure 61: Elements of a Apartment block that should be avoided.

4. Apartments design guide framework.

The apartment design framework should serve as a guide for architects to design within the established parameters.

1. Design should not exceed 3 stories.
2. Height is to be determined by local by-laws.
3. Base of the apartment block should be built with a different expressed accent material.
4. Apartment crest should be plaster and painted white.
5. Unit balconies to have solid fins as privacy dividers.
6. Roof should be accessible for services and laundry. Special care should be taken to ensure general safety and aesthetics.
7. Balconies should be drained responsibly.
8. Service rooms such as kiosks, laundry rooms, refuse rooms etc. should be accommodated within the design parameters of the block.
9. Communal and public space should be designed and integrated within the scheme.
10. Comfortable size ducts should be installed and should be accessible from all floors. This is to aid with future proofing the design.
11. Cross-breeze ventilation for each unit. No use of double loaded corridors typologies.
12. "Ziggurat" shaped buildings should be avoided.

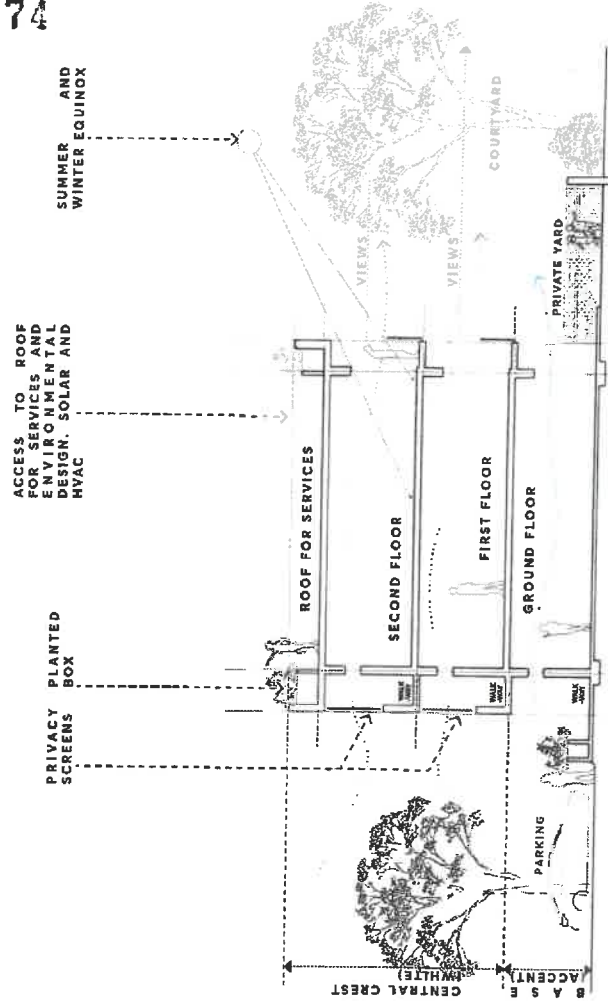


Figure 62: Apartment block framework.

5. "Base and Crown" model and Facade treatment.

The "Base and Crown" model refers to the idea that the Base ① (Ground floor) should enjoy the freedom to be a dark beautiful accent colour or face brick. The Crown ② (first and second floor) should be mainly white plaster and painted to create a floating effect.

The façades should break monotony. The use of balconies and balustrades should ideally be used to create an interesting rhythm that should be influenced by floor plans. The architect should consider grouping different units as neighbours to achieve this.



Figure 58: Apartment block with an accent base and white crown (eres).

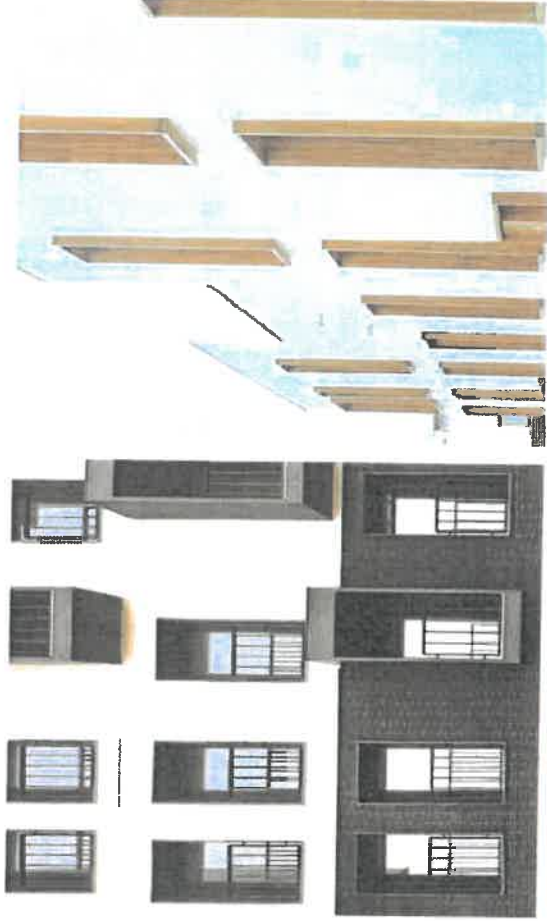


Figure 64: Design elements that are highly encouraged.

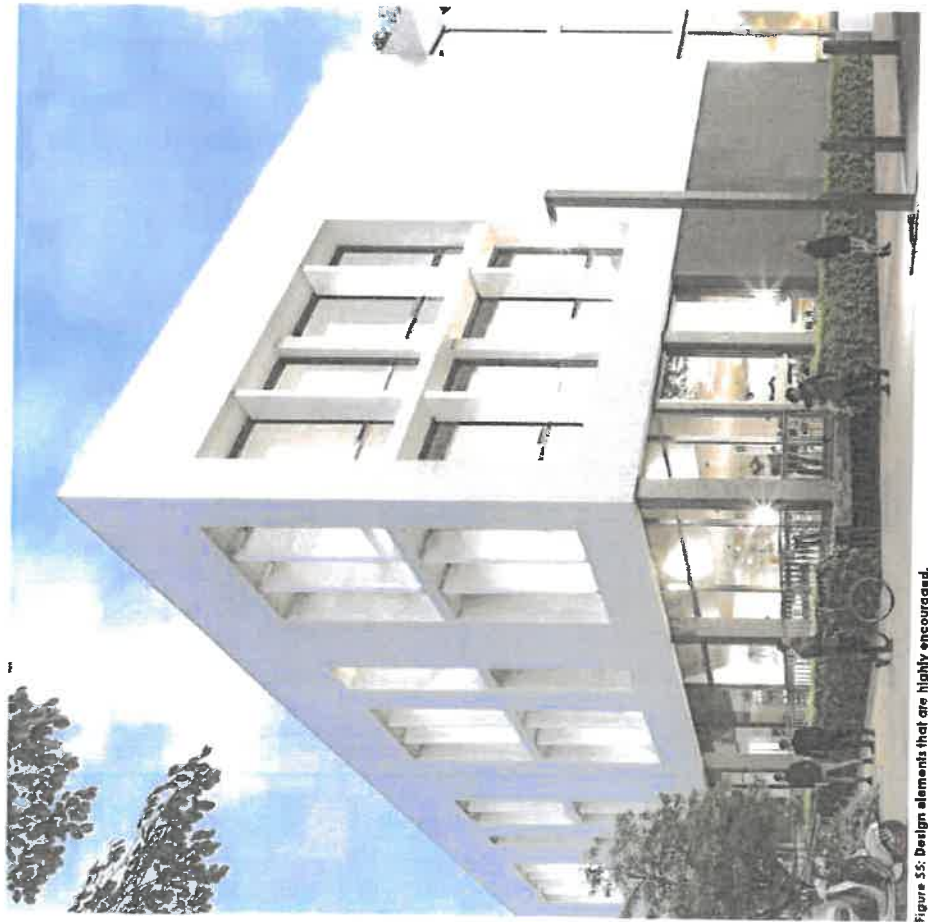
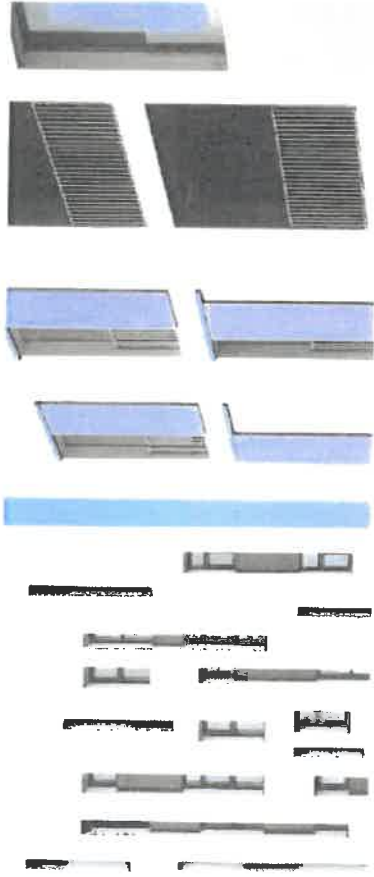


Figure 55: Design elements that are highly encouraged.

6. Privacy screens.

Privacy screens should also adhere to the estate guidelines, and should be especially for solar control, privacy screens and service ducts.

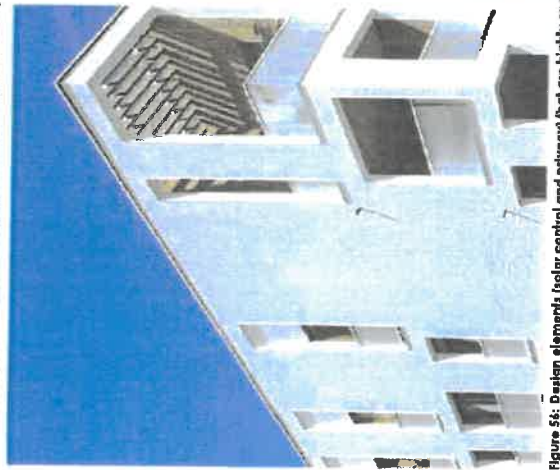
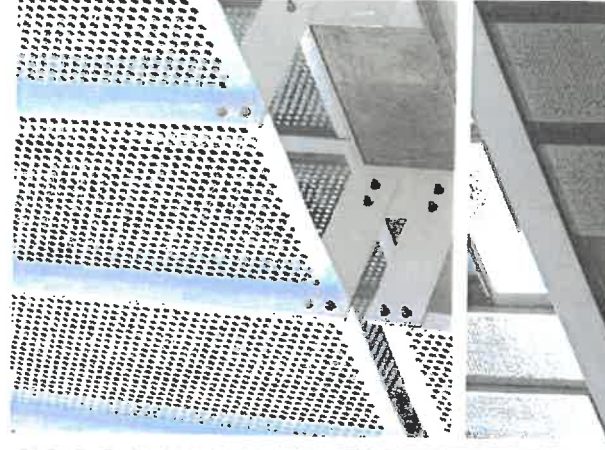


Figure 56: Design elements (solar control and privacy) that are highly encouraged.

7. Balconies

Balconies are allowed to intrude into the building facade or extrude and pop out. Juliet balconies can also be used to enrich variety in the building facade.



Figure 57: Balconies should be used to create intrigue and variety.

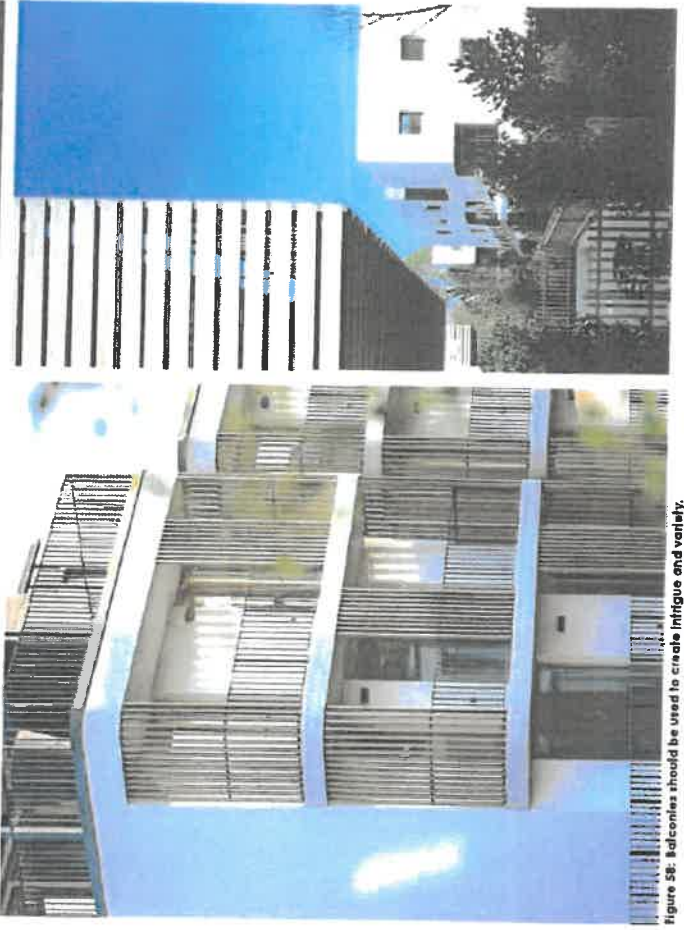


Figure 58: Balconies should be used to create intrigue and variety.



8. Courtyards and In-between spaces.

Privacy screens should also adhere to the estate guidelines, and should be especially for solar control, privacy screens and service ducts.



Figure 40: Courtyards and In-between spaces should be designed as green recreational spaces, or sanctuaries.

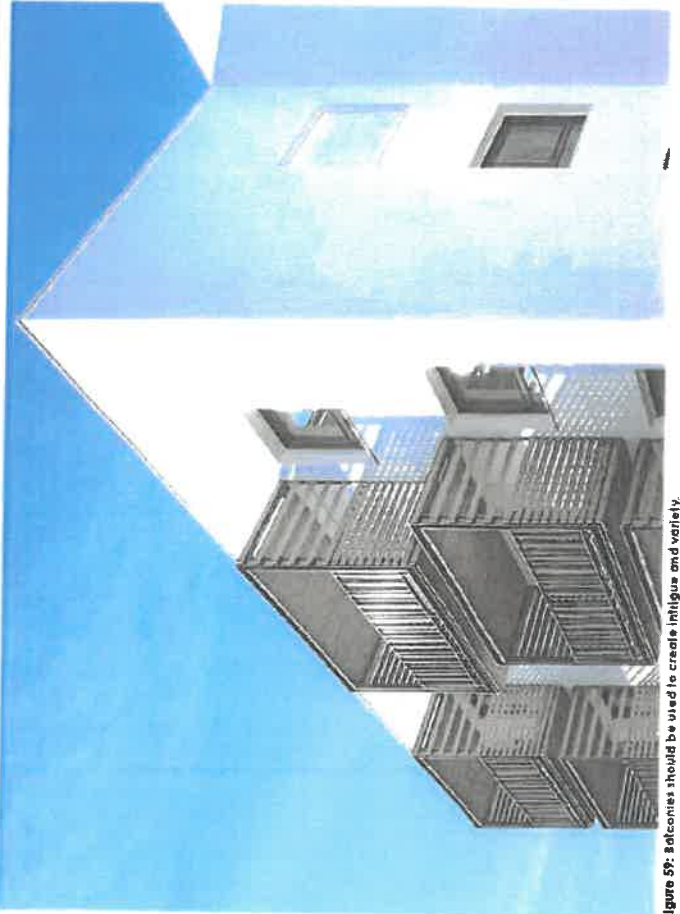


Figure 59: Balconies should be used to create intrigue and variety.



Figure 61. Courtyards and in-between spaces should be designed as green recreational spaces or sanctuaries.

9. External staircase shafts.

Should the units share an external staircase, the component should be housed in a roofed shaft that conceals the character of the staircase structure. Such a structure can be constructed from steel or concrete, but should then be filled or clad using brickwork, breeze blocks, timber or steel panels. Cladding options should not deviate from the prescribed materials and patterns.

The general approach is to promote privacy for the neighbouring units.

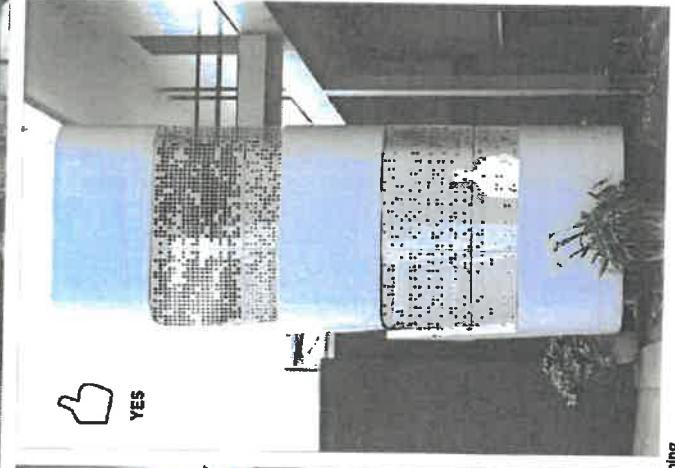
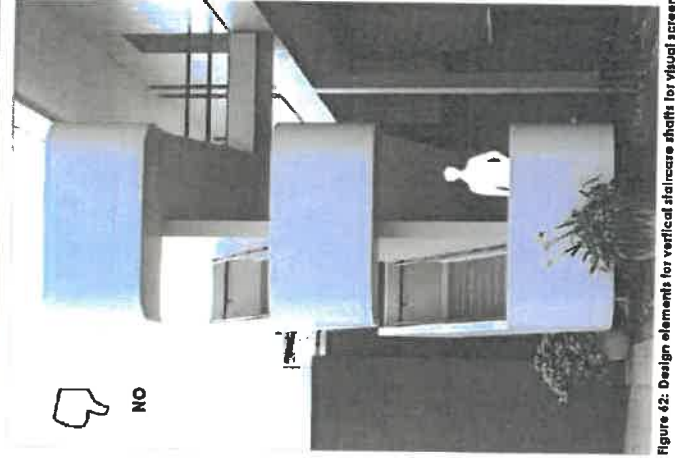
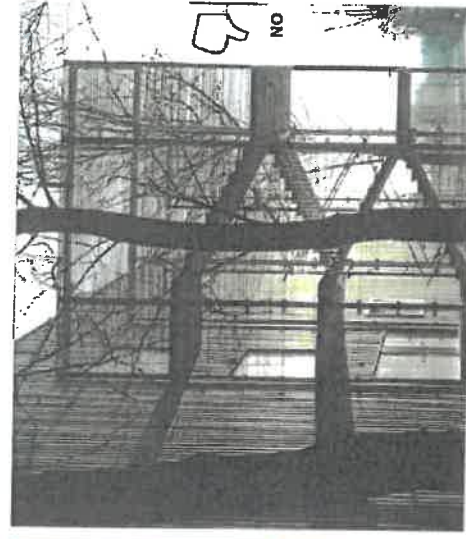
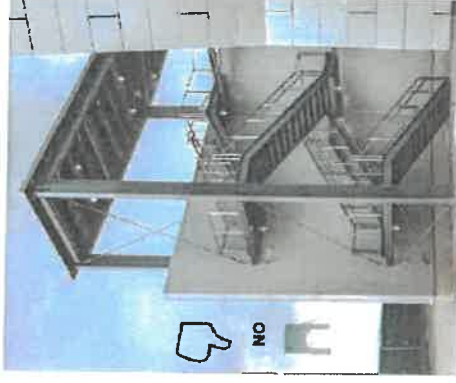
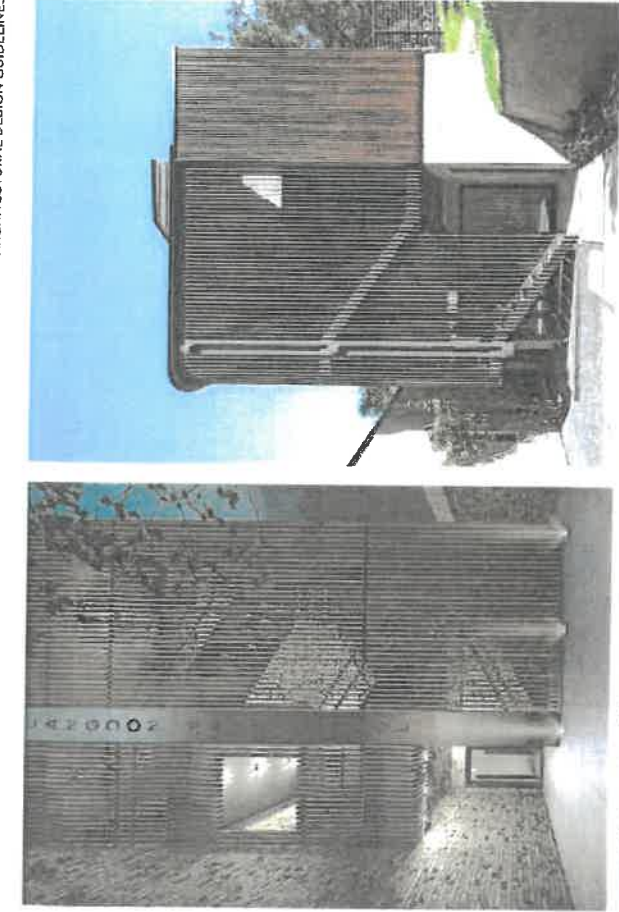


Figure 62. Design elements for vertical staircase shafts for visual screening



28. NOTES

Blank lined area for notes.

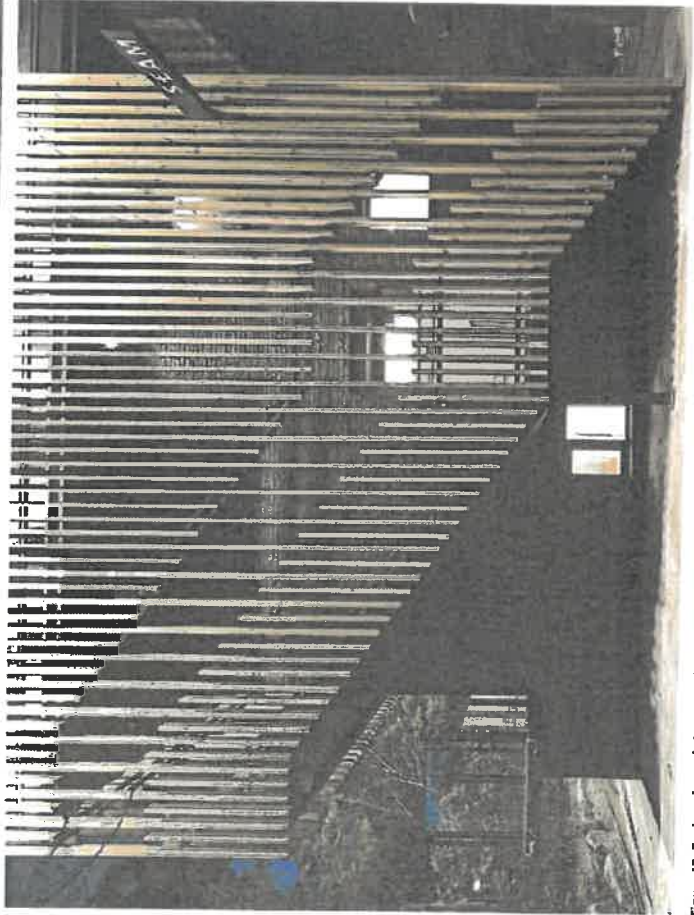


Figure 43: Design elements for vertical slatcase shafts for visual screening



LANDSCAPE PLAN LEGEND:

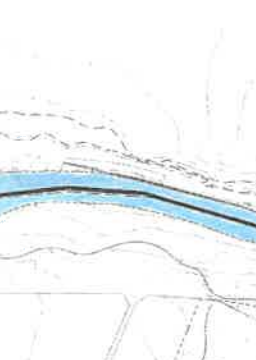
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- EXISTING BOUNDARIES
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- EXISTING VEGETATION
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- EXISTING UTILITIES
- PROPOSED UTILITIES

PROPOSED TREE AND PLANT LIST:

- PROPOSED TREES:**
- 1. *Acacia dealbata* - 10m x 10cm DBH
- 2. *Acacia saligna* - 10m x 10cm DBH
- 3. *Acacia melanoxylon* - 10m x 10cm DBH
- 4. *Acacia koa* - 10m x 10cm DBH
- 5. *Acacia pulchella* - 10m x 10cm DBH
- 6. *Acacia baileyana* - 10m x 10cm DBH
- 7. *Acacia mangium* - 10m x 10cm DBH
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- 49. *Acacia dealbata* - 10m x 10cm DBH
- 50. *Acacia saligna* - 10m x 10cm DBH

GENERAL NOTES:

1. All works shall be in accordance with the relevant Australian Standards and Council Regulations.
2. All materials shall be of good quality and suitable for the intended use.
3. All work shall be completed within the specified time frame.
4. The contractor shall be responsible for obtaining all necessary permits and approvals.
5. The contractor shall ensure that all work is completed in a safe and sound manner.
6. The contractor shall maintain access to all services and utilities at all times.
7. The contractor shall be responsible for the removal and disposal of all waste materials.
8. The contractor shall be responsible for the protection of all existing trees and structures.
9. The contractor shall be responsible for the maintenance of all work completed.
10. The contractor shall be responsible for the provision of all necessary labor and materials.
11. The contractor shall be responsible for the completion of all work in accordance with the specifications.
12. The contractor shall be responsible for the provision of all necessary safety measures.
13. The contractor shall be responsible for the provision of all necessary site security.
14. The contractor shall be responsible for the provision of all necessary site access.
15. The contractor shall be responsible for the provision of all necessary site parking.
16. The contractor shall be responsible for the provision of all necessary site storage.
17. The contractor shall be responsible for the provision of all necessary site office.
18. The contractor shall be responsible for the provision of all necessary site accommodation.
19. The contractor shall be responsible for the provision of all necessary site catering.
20. The contractor shall be responsible for the provision of all necessary site transport.
21. The contractor shall be responsible for the provision of all necessary site communication.
22. The contractor shall be responsible for the provision of all necessary site information.
23. The contractor shall be responsible for the provision of all necessary site documentation.
24. The contractor shall be responsible for the provision of all necessary site records.
25. The contractor shall be responsible for the provision of all necessary site reports.
26. The contractor shall be responsible for the provision of all necessary site drawings.
27. The contractor shall be responsible for the provision of all necessary site plans.
28. The contractor shall be responsible for the provision of all necessary site schedules.
29. The contractor shall be responsible for the provision of all necessary site budgets.
30. The contractor shall be responsible for the provision of all necessary site cost estimates.



FIRWOODS ESTATE

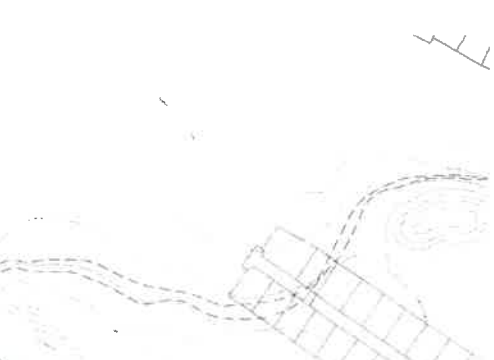
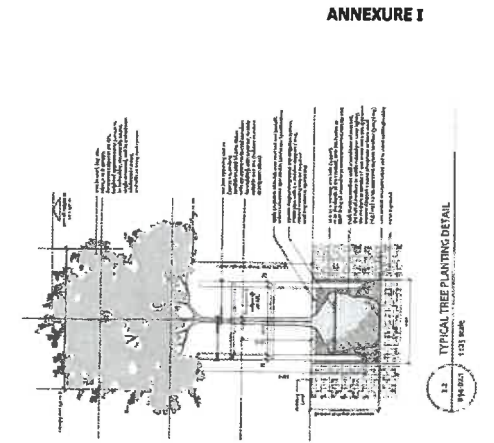
13 FIRWOODS ROAD
MILMERRA, NSW 2156

ASSESS PROPERTY DEVELOPMENT - CIVIL AND LANDSCAPE ARCHITECTURE
MILMERRA, NSW 2156

09-02-1

LANDSCAPE PLAN
COUNCIL SUBMISSION

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ANNEXURE I

LANDSCAPE ARCHITECTS

ANNEXURE I

1. FIRWOODS ESTATE PROPOSED LANDSCAPE PLAN

09-02-1

13 FIRWOODS ROAD
MILMERRA, NSW 2156

Constitution of the Firwoods Estate Owners' Association

A statutory owners' association established in terms of Section 29 of the
Drakenstein By-law on Municipal Land Use Planning, 2018

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 CONSTITUTION OF FIRWOODS ESTATE OWNERS' ASSOCIATION

1. ESTABLISHMENT

- 1.1. The Association is constituted as an owners' association in terms of Section 29 of the MPBL in accordance with the conditions imposed by the Municipality, when approving the subdivision of the Land and the Development Rights pertaining to the Land in terms of Section 60 of the MPBL.
- 1.2. The Association shall be established upon the registration of transfer of ownership of the first Erf arising from the subdivision to a person other than the Developer. This Constitution of the Association as approved by the Municipality shall take effect upon the registration of transfer of the first Erf arising from the subdivision to a person other than the Developer.
- 1.3. The Association shall be established for the benefit of all the Members in the Development. The Association shall administer and control all aspects relating to the Development and shall protect the communal interests of all Members who shall be bound by this Constitution.
- 1.4. The Development shall comprise of the Erven, the Schemes and Communal Property which shall be managed and administered by the Association in terms of this Constitution. The Schemes shall be managed and administered by the Association and the Bodies Corporate constituted in respect of the Schemes, but subject to the powers and functions of the Association in terms of this Constitution.
- 1.5. Every Body Corporate and the registered owners of Units in the Scheme shall be members of the Association. The functions and powers of the Body Corporate shall be assigned to the Association, subject to the provisions of this Constitution of the Association and the management rules and conduct rules of the Body Corporate.
- 1.6. The provisions of the Companies Act, 2008 (Act No. 71 of 2008), shall not apply in relation to the Association.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Constitution the following words shall, unless the context otherwise indicates, have the meanings hereinafter assigned to them:
- 2.1.1. **Agricultural Erf** means Remainder Erf 8892 Paarl as indicated on the Site Development Plan which must remain agricultural in nature;
- 2.1.2. **Alienate** means to divest of ownership of any Erf or Unit or share therein or bare dominium or part thereof and includes alienation by means of sale, exchange, donation, deed, intestate or testate succession, cession, assignment, court order, insolvency, or liquidation, and further includes the granting of a registrable right of occupation, habitation or usufruct in respect of an Erf or Unit and **Alienation** shall have a corresponding meaning and the disposal or transfer by a shareholder of his shares, [or portion thereof] in a company owning an Erf or Unit, or by a Member of his member's interest [or portion thereof] in a close corporation owning an Erf or Unit; or by a beneficiary of his interest [or portion thereof] in a trust owning an Erf or Unit, shall be deemed to be an **Alienation** of an Erf or Unit and **Deemed Alienation** shall have a corresponding meaning;
- 2.1.3. **Annual General Meeting** means the Annual General Meeting of the Association held in terms of the provisions of this Constitution;
- 2.1.4. **Annexure** means the annexures to this Constitution, being the Site Development Plan to be contained in Annexure A, the Design Guidelines to be contained in Annexure B,

CONSTITUTION OF FIRWOODS ESTATE OWNERS' ASSOCIATION

the Builders Code of Conduct to be contained in Annexure C, the Estate Rules to be contained in Annexure D and as may be amended from time to time;

- 2.1.5. **Association** means the **Firwoods Estate Owners' Association**, constituted in terms hereof;
- 2.1.6. **Auditors** means the Auditors or Independent Reviewer or Accountant of the Association appointed by the Developer during the Development Period and thereafter by the Board, from time to time;
- 2.1.7. **Board** means the Trustees of the Association assembled as a board as more fully provided for in this Constitution and **Trustees** shall have a corresponding meaning and **Trustee** shall mean one of them;
- 2.1.8. **Body Corporate** shall mean a body corporate as defined in the Sectional Titles Act of a Scheme within the Estate;
- 2.1.9. **Budget** means the estimate of income and expenditure of the Association in respect of a Financial Year;
- 2.1.10. **Builders Code of Conduct** means the rules prepared by the Developer to control and regulate construction and building operations within the Estate, to be contained in Annexure C to this Constitution and as may be amended from time to time;
- 2.1.11. **Business Day** means a weekday other than a Saturday, Sunday or a Public Holiday officially recognised in the Republic of South Africa;
- 2.1.12. **Chairperson** means the Chairperson of the Board and the Association, from time to time;
- 2.1.13. **Clear Days** means in a computation of days, the exclusion of the first and last day of the period to be calculated;
- 2.1.14. **Common Property** means the common property as defined in the Sectional Titles Act of a Body Corporate;
- 2.1.15. **Communal Property** means collectively, all Private Roads, Private Open Spaces and any servitude areas, roads, buildings, infrastructure, and facilities which are or will be located on the Land and owned, controlled, and managed by the Association, from time to time, for the benefit of, inter alia, the Association and its Members;
- 2.1.16. **Constitution** means the constitution of the Association as set out in this document, including the Annexures thereto, as may be amended from time to time;
- 2.1.17. **CSOS** means the Community Schemes Ombud Service established in terms of the CSOS Act;
- 2.1.18. **CSOS Act** means the Community Scheme Ombud Act, No. 9 of 2011 and any regulations made in terms thereof, and as may be amended;
- 2.1.19. **Design Guidelines** mean the architectural and design guidelines relating to the design and construction requirements in respect of buildings and improvements and landscaping guidelines prepared for and applicable to the Estate, to be contained in Annexure B of this Constitution as may be amended from time to time;
- 2.1.20. **Developer** means Bello Campo (Pty) Ltd, Registration Number 2012/212246/07, and

 CONSTITUTION OF FIRWOODS ESTATE OWNERS' ASSOCIATION

its successors-in-title or assigns;

- 2.1.21. **Developer Trustee** means a Trustee appointed by the Developer during the Development Period;
- 2.1.22. **Development** means the development to be established on the Land and on portions thereof, as indicated in the Site Development Plan, to be known as **Firwoods Estate and Estate** shall have a corresponding meaning;
- 2.1.23. **Development Controls** means the Development Controls prescribed by the Developer and the Municipality, including the zoning rights pertaining to the Land and the conditions of approval relating to the zoning rights and the subdivision of the Land as may have been issued by any relevant authority;
- 2.1.24. **Development Period** means the period from the date of establishment of the Association until all the Erven have been transferred from the Developer and/or improved by the Developer, or until the Developer notifies the Association in writing that the Development Period has ceased, whichever event occurs first;
- 2.1.25. **Development Rights** means all the development rights granted to the Developer by all relevant authorities to enable the Developer to develop Firwoods Estate in phases, including the Development Controls;
- 2.1.26. **Diagrams** means all diagrams and general plans approved by the Surveyor General, in respect of the Land, providing for the subdivisions thereof;
- 2.1.27. **Dwelling** means the construction of a Building on an Erf suitable for occupation and use for residential purposes by natural persons;
- 2.1.28. **EMP** means the Environmental Management Plan approved by all relevant authorities;
- 2.1.29. **Erf/Erven** means any Erf/Erven created by the subdivision of the Land as indicated on the Site Development Plan, or any amendments thereto, but excluding the Communal Property and the Common Property;
- 2.1.30. **Estate Facilities** means a clubhouse or gym which may be provided by the Developer in its sole discretion in respect of the historical farmstead in respect of site 143 as indicated on the Site Development Plan;
- 2.1.31. **Financial Year** means the financial year of the Association which shall run from the first day of the month following the first registration of transfer of an Erf to an Owner until the last day of the month of February and thereafter from the first day in March in each year until the last day of February in the subsequent year;
- 2.1.32. **General Meeting** means a General Meeting of the Association, which include an Annual General Meeting or Special General Meeting and **General Meetings** means a collective reference to the Annual General Meeting and all Special General Meetings;
- 2.1.33. **Estate Rules** means the rules governing the conduct of Members, Owners, Occupants, and Invitees in the Development to be contained in Annexure D to this Constitution and as may be amended from time to time;
- 2.1.34. **H&S Legislation** means all applicable Health and Safety Legislation and Regulations in terms of the South African legislation and precedent law;

CONSTITUTION OF FIRWOODS ESTATE OWNERS' ASSOCIATION

- 2.1.35. **Invitee** means a family member, visitor, guest, employee, worker, contractor, client, customer, service provider or other invitee of a Member or Occupant;
- 2.1.36. **Land** means the land approved for development by the Municipality, being Erf 8892 Paarl, in the Drakenstein Municipality, Division Paarl, Western Cape Province, upon which Firwoods Estate will be developed in phases by the Developer in terms of and subject to the Development Rights;
- 2.1.37. **Levy/ies** means Ordinary Levy/ies, Special Levy/ies, Stabilisation Levy/ies and where applicable Penalty Levy/ies payable by the Members to the Association in terms of clause 14 and where applicable clause 10 of this Constitution;
- 2.1.38. **Managing Agent** means any person or entity appointed by the Developer, during the Development Period, and thereafter by the Board of the Association, as an independent contractor to undertake any or all the management functions of the Association or to provide management services, subject to the terms and provisions of this Constitution;
- 2.1.39. **Member** means a member of the Association as provided for in clause 7 of this Constitution;
- 2.1.40. **MPBL** means the Drakenstein By-law on Municipal Land Use Planning, 2018, as may be amended;
- 2.1.41. **Municipality** means the municipality having jurisdiction over the Development, being the Drakenstein Municipality or its successors in title;
- 2.1.42. **Occupant** means any person/s occupying an Erf, Dwelling, building, or Section including the tenant and any other occupants of a property within the Development;
- 2.1.43. **Ordinary Levy/ies** means the Ordinary Levy/ies imposed by the Association on the Members in terms of clause 14 of this Constitution.
- 2.1.44. **Ordinary Resolution** means a resolution passed at an Annual General Meeting or Special General Meeting, where a quorum is present, by an ordinary majority of the votes cast (more than 50% (fifty percent)) of the votes of the Members of the Association present in that meeting, personally or by means of a proxy, and entitled to vote at such a meeting in terms of the provisions of this Constitution. An Ordinary Resolution may also be agreed to in writing by or on behalf of the Members holding an ordinary majority of the votes of all the Members of the Association;
- 2.1.45. **Owner** means the registered owner of an Erf or Unit in the Development;
- 2.1.46. **Penalty Levy/ies** means Penalty Levy/ies payable by Members to the Association in terms of clause 10 of this Constitution;
- 2.1.47. **Person** means a natural person or a juristic person;
- 2.1.48. **Prime Rate** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 (three Hundred and Sixty-Five) day year irrespective of whether or not the year is a leap year, from time to time published by ABSA Bank Limited as being its prime overdraft rate, as certified by any representative of that bank whose appointment and designation it will not be necessary to prove;
- 2.1.49. **Private Open Spaces** means all the Private Open Spaces, indicated as such on the Diagrams, which Private Open Spaces, will be registered in the name of the

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Association in the Cape Town Deeds Registry and which Private Open Spaces will, as such, become the responsibility of the Association, but excluding the Agricultural Erf;

- 2.1.50. **Private Roads** means the Private Roads, indicated as such on the relevant Diagrams that will be registered in the name of the Association in the Cape Town Deeds Registry, and any servitude right of way registered in favour of the Association;
- 2.1.51. **Purchaser** means any person or entity that enters into an agreement of sale with the Developer in respect of an Erf during the Development Period;
- 2.1.52. **Scheme** means a scheme as defined in the Sectional Titles Act, as may be approved by the Developer, and established within the Estate;
- 2.1.53. **Section** means a section in a Scheme as defined in the Sectional Titles Act;
- 2.1.54. **Sectional Titles Act** means the Sectional Titles Act, No. 95 of 1986, as amended from time to time and any regulations made and in force thereunder and where applicable the Sectional Title Schemes Management Act, No. 8 of 2011 as amended from time to time and any regulations made and in force thereunder;
- 2.1.55. **Service Address** means the domicilium citandi et executandi for the service of legal notices which address must be a physical address situated in the Republic of South Africa;
- 2.1.56. **Services** means the private combined systems of services, including but not limited to the water network, sewer network, storm water network, road network components, irrigation and such other engineering services, infrastructure, and utilities to be provided in respect of the Development, including but not limited to waste disposal;
- 2.1.57. **Site Development Plan** means the site development plan to be contained in Annexure A to this Constitution;
- 2.1.58. **Special General Meeting** means a Special General Meeting of the Association as provided for and in terms of the provisions of this Constitution;
- 2.1.59. **Special Levy/ies** means any Special Levy/ies imposed by the Association on Members in terms of clause 14 of this Constitution;
- 2.1.60. **Special Resolution** means a resolution passed at an Annual General Meeting or Special General Meeting of which not less than 14 (fourteen) Clear Days' notice has been given specifying the intention to propose the resolution as a Special Resolution, the terms and effect of the resolution and the reasons for it, and passed, by at least 75% (seventy five percent) of the votes cast on the matter, with a quorum of at least 50% (fifty percent) of the votes of the Members present at the meeting in person or by proxy. A Special Resolution may also be agreed to in writing by or on behalf of Members holding at least 75% (seventy five percent) of the total number of Members of the Association;
- 2.1.61. **Stabilisation Levy/ies** means Stabilisation Levy/ies payable by Members to the Association in terms of clause 14 of this Constitution upon an Alienation or Deemed Alienation;
- 2.1.62. **Unit** shall mean a unit in a Scheme as defined in the Sectional Titles Act.
- 2.2. Unless the context clearly indicates a contrary intention, words in the singular number shall

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- include the plural, and words in the plural number shall include the singular, words importing the masculine gender shall include the female gender, and reference to natural persons includes juristic persons and vice versa.
- 2.3. The clause headings in this Constitution have been included for convenience only and shall not be considered in its interpretation.
- 2.4. Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 2.5. If any provision in a definition in this Constitution is a substantive provision conferring rights or imposing obligations on any of the Members, then, notwithstanding that it is only in the definition clause of this Constitution, effect shall be given to it as if it were a substantive provision in the body of this Constitution.
- 2.6. Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part of, bear the meaning assigned to such words and expressions in such sub-clause.
- 2.7. If any term is defined within the context of any clause in this Constitution, the term so defined shall bear the meaning ascribed to it for all purposes in terms of this Constitution, notwithstanding that that term has not been defined in this interpretation provision, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause.
- 2.8. No provision of this Constitution or any related document shall be construed against or interpreted to the disadvantage of any party hereto by reason of such party having or being deemed to have structured or drafted such provision.
- 2.9. When any number of days is prescribed in this Constitution, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.10. References to any act/statute or any regulation issued thereunder shall be references to that act/statute or regulation as modified, amended, or substituted from time to time, or to any legislation or regulation which replaces it. Reference to an act/statute shall include the regulations made in terms of the act/statute.
- 2.11. This Constitution shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa and the Association and every Member consent to the jurisdiction of any competent court of the Republic of South Africa, for the purposes of any proceedings instituted in connection with this Constitution.
- 2.12. If any provision of this Constitution is in conflict or inconsistent with any legislation, the invalidity of such provision shall not affect the validity of the remainder of the provisions of this Constitution. If any provision of this Constitution is unenforceable for any reason whatsoever, then such provision shall be deemed to be separate and severable, without in any way affecting the validity of the remaining provisions.
- 2.13. The annexures to this Constitution are deemed to be incorporated in and form part of this Constitution. The terms defined in this Constitution shall bear the same meanings in any annexures, if applicable.

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- 2.14. References to Members represented by proxy shall include Members entitled to vote represented by an agent appointed under a general or special power of attorney.
- 2.15. References to Members entitled to vote, present at a meeting or acting in person shall include juristic persons represented by duly authorised representative/s, including juristic persons represented by proxy and Bodies Corporate represented by trustees.
- 2.16. The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s.
- 2.17. Any reference to "writing" includes electronic communication as defined in the Electronic Communications and Transactions Act, 2002 and "written" shall have a corresponding meaning.
- 2.18. Where any consent or approval is required to be furnished by the Association to a Member, such consent or approval shall be in writing and signed by a Trustee or the Managing Agent; not be unreasonably withheld; and be given prior to the Member taking the relevant action requiring the consent.
- 2.19. The onus of proof regarding the receipt of any notice given or payment made by a Member, shall be on the giver of the notice or the maker of the payment.
- 2.20. If there is any discrepancy or conflict between this Constitution and the rules of a Body Corporate, then the provisions of this Constitution will prevail. The Board may require that the Body Corporate amends the rules or any resolution or document to correlate with the provisions of this Constitution and the resolutions of the Board or of the Members.

3. THE STATUS OF THE ASSOCIATION

- 3.1. The Association shall have as its members all the owners of Erven and Units arising from the subdivision and their successors in title, who shall be jointly liable for expenditure incurred in connection with the Association.
- 3.2. The Association shall, subject to the provisions of this Constitution, be responsible for the control, administration, and management of the Development for the benefit of all the Members.
- 3.3. The Association is a legal persona and as such –
- 3.3.1. its assets, liabilities, rights, and obligations shall vest in the Association independently of its Members;
- 3.3.2. the Association shall have perpetual succession;
- 3.3.3. all legal proceedings shall be brought by or against the Association, in the name of the Association, and the Board may authorise any person/s to act on behalf of the Association and to sign all such documents and take all such steps as may be necessary in connection with any such legal proceedings; and
- 3.3.4. its Members shall not, by reason of their membership, be liable for the liabilities and obligation of the Association.
- 3.4. The Association is established as a non-profit making institution for the objectives set out in this Constitution. The Association shall not be for profit, but for the collective benefit and interest of its Members. The Association has the right to acquire, hold, lease, and alienate property, both movable and immovable.

- 3.5. No part of the income of the Association may be paid or refunded to any Member, except to settle any debt to such Member that the Association may have. No Member in his personal capacity shall have any right, title, or interest to or in the funds or assets of the Association which shall vest in the Association and be controlled by the Board on behalf of the Members according to the objectives of the Association.
- 3.6. The sole object of the Association is to manage the collective interests common to all its Members, which includes expenditure applicable to the Communal Property and the collection of Levies for which such Members are liable.
- 3.7. The Association is not permitted to distribute its funds to any person other than to a similar association of persons.
- 3.8. On dissolution the remaining assets must be distributed to a similar association of persons, which is also exempt from income tax in terms of section 10(1)(iii) of the Income Tax Act, No. 58 of 1962.
- 3.9. Funds available for investment may only be invested or re-invested with registered financial institutions as defined in section 1 of the Financial Institutions (Protection of Funds) Act, No. 28 of 2001.
- 3.10. The Association is not or was not knowingly a party to, or does not knowingly permit or has not knowingly permitted itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act, No. 58 of 1962 or any other Act administered by the Commissioner for the South African Revenue Services.
- 3.11. The Association shall submit annual returns of income together with financial statements to the South African Revenue Services or similar relevant government departments as required.
- 3.12. Any amendments of this Constitution must be submitted to the Commissioner for the South African Revenue Services.

4. OBJECTIVES OF THE ASSOCIATION

The objectives of the Association are as follows:

- 4.1. to formally represent the collective mutual interests of the Association and Members as set out in this Constitution in accordance with the conditions of approval;
- 4.2. the control over and maintenance of buildings, services or amenities arising from the subdivision;
- 4.3. to own, control, improve and maintain and to insure where necessary the buildings, structures, installations, and equipment relating to the Communal Property;
- 4.4. to control, administer and manage the Communal Property, Services, and facilities and amenities in respect of the Development and the buildings on land under the Association's control for the benefit of all the Members;
- 4.5. to take ownership of the Communal Property and other Services arising out of the subdivision of the Land, including Private Open Space and Private Roads and land required for services provided by the Association;
- 4.6. the control over the Design Guidelines of the buildings and Erven in the Development;

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- 4.7. to control the design and appearance, including aesthetic appearance of buildings and improvements constructed or to be constructed in the Development and to control landscaping within the Development;
- 4.8. to oversee, regulate and control the harmonious development of the Estate and to ensure and promote the general high standard of the Estate;
- 4.9. to control the nature and position of buildings, structures, installations, and equipment relating to the Erven and Schemes and to ensure compliance with the Design Guidelines, the Builders Code of Conduct, and the Estate Rules and any other control measures in respect of the Estate required by law or document;
- 4.10. the implementation and enforcement by the Association of the provisions of the EMP, this Constitution, the Design Guidelines, the Builders Code of Conduct, and the Estate Rules;
- 4.11. to acquire and grant servitudes and to register servitudes;
- 4.12. to maintain the Communal Property, the Private Open Spaces, Private Roads, and the Services, at the costs of the Association;
- 4.13. to enforce the conditions of approval or management plans in respect of the Development;
- 4.14. the promotion of environmental awareness and responsibility amongst Members;
- 4.15. to control the alienation, transfer, letting and use of Erven and Units within the Development;
- 4.16. to provide for any further development which must form part of the Development;
- 4.17. to regulate the Annual General Meetings of the Members;
- 4.18. to serve as a Master Property Owner's Association in respect of the Bodies Corporate and to approve the rules of Bodies Corporate;
- 4.19. to perform powers and functions on behalf of the Bodies Corporate;
- 4.20. to delegate any of its powers and functions to a Body Corporate and at any time to revoke such delegation;
- 4.21. to conclude service agreements with the Local Authority and other service providers for the benefit of the Members as may be necessary or required;
- 4.22. to enter into and to implement any contract relating to the EMP, the Development Controls and the conditions of establishment;
- 4.23. to enter into any agreement and other appropriate arrangement with any supplier, contractor or other third party, in relation to the administration, management and/or control of the Development;
- 4.24. to establish a fund for expenses of the Association, including provision for future expenses and contingencies, and to determine and collect Levies for the purpose of the said fund from the Members and to recover charges for Services from Members;
- 4.25. to ensure compliance with the MPBL, the CSOS Act, and any other applicable legislation, by-laws, and regulations;

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- 4.26. to take action as deemed necessary by the Board (including but not limited to the imposition of fines or instituting proceedings in a court of law) in relation to the non-compliance by any Owner, Occupant, or Invitee with any provisions of this Constitution, the Design Guidelines, the Builders Code of Conduct, or the Estate Rules;
- 4.27. to provide for procedures to obtain the consent of the Members of the Association to transfer the Communal Property or an Erf in the event that the Association ceases to function;
- 4.28. to promote, advance and protect the interest of Members generally in regard to the Development and to represent the interest of Members;
- 4.29. and to generally do all such things as may be necessary or requisite to give effect to and implement and enforce the objectives of the Association and to do all such things ancillary or incidental to the objectives, and the Association, through the Board, shall have all the powers that are necessary to accomplish the fulfilment of the foregoing objectives.

5. FUNCTIONS AND POWERS OF THE ASSOCIATION

- 5.1. The Association shall exercise the powers and perform the functions as set out in this Constitution and such ancillary functions as may be necessary in pursuit of its objectives.
- 5.2. The functions of the Association shall include:
 - 5.2.1. to control, manage and administer the Development for the benefit of all Members.
 - 5.2.2. to establish a levy fund of the Association sufficient in the opinion of the Association to meet the expenditure of the Association and to perform the duties of the Association;
 - 5.2.3. to raise and determine Levies payable by the Members as contributions to the levy fund;
 - 5.2.4. to manage the finances of the Association and the payments of the expenditure of the Association;
 - 5.2.5. to manage, repair, maintain, improve and/or to replace the Communal Property, the Services, facilities, installations, and other assets of the Association;
 - 5.2.6. to take up insurance for the Association as may be required and to pay the premiums on any policy of insurance effected by it;
 - 5.2.7. to ensure compliance with the legal requirements of the Municipality, including the conditions of establishment and rezoning imposed by any competent authority;
 - 5.2.8. to implement and enforce the provisions of this Constitution, the Design Guidelines, the Builders Code of Conduct and the Estate Rules and any law, ordinance or by-law as may be applicable;
 - 5.2.9. to add to, amend, repeal, or substitute the provisions of this Constitution, the Design Guidelines, the Builders Code of Conduct, and the Estate Rules, from time to time.
- 5.3. The powers of the Association shall include the power:
 - 5.3.1. to purchase or otherwise acquire, take transfer of, mortgage, sell, alienate, give transfer of, or hire or let immovable property;

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- 5.3.2. to make improvements or alterations to the Communal Property or to remove improvements or structures;
- 5.3.3. to purchase, hire, or otherwise acquire movable property and to insure, sell, let, or otherwise dispose of movable property;
- 5.3.4. to control, manage, administer, maintain, and improve the Communal Property and Services and to establish amenities as may be necessary;
- 5.3.5. to appoint the Trustees for the Association;
- 5.3.6. to prevent the transfer or alienation of any Erf or Unit unless the levies and other amounts due to the Association in respect of the Erf or Unit have been paid or provision has been made to the satisfaction of the Association;
- 5.3.7. to open, operate and close bank accounts in the name of the Association with registered South African commercial banks and financial institutions;
- 5.3.8. to invest surplus moneys of the levy fund;
- 5.3.9. to apply for licenses and other rights enabling the Association to deal with its property in any lawful manner;
- 5.3.10. to borrow moneys required by it in the performance of its functions or the exercise of its powers if authorised thereto by a Special Resolution of the Members;
- 5.3.11. to secure the repayment of moneys borrowed by it and the payment of interest thereon in any manner and to agree to the terms of such transactions;
- 5.3.12. to employ, dismiss and remunerate employees for the Association and to establish and contribute to pension-, provident-, medical aid and other similar funds for the benefit of its employees;
- 5.3.13. to appoint a Managing Agent and other agents and contractors on behalf of the Association as may be necessary;
- 5.3.14. to engage on behalf of the Association the services of accountants, advocates, attorneys, auditors, architects, engineers, land surveyors, town planners or any other professional firm or person as may be necessary;
- 5.3.15. to appoint a Health and Safety Officer to ensure compliance with the relevant H&S Legislation by the Association;
- 5.3.16. to enter into agreements for the supply of services, equipment, or property to the Association;
- 5.3.17. to enter into any agreement necessary to achieve the objectives of the Association or to further the interests of the Association;
- 5.3.18. to recover by legal process in court or by application to CSOS any levies or moneys due by Members or former Members to the Association;
- 5.3.19. to institute, conduct, defend, compound, or abandon any legal proceedings on behalf of the Association;

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5.3.20. to impose penalties on Members, Occupants, and Invitees in respect of contraventions of any provision of this Constitution, the Design Guidelines, the Builders Code of Conduct and/or the Estate Rules;

and generally, to do all things necessary or required to attain the objectives of the Association, and for the implementation and enforcement of the provisions of this Constitution.

6. SERVICE ADDRESS OF THE ASSOCIATION

6.1. The Board shall from time to time determine the Service Address of the Association, subject to the following:

6.1.1. such address shall be the office address of the Managing Agent or the address of the Chairperson or of a resident Trustee nominated by the Board;

6.1.2. the Board shall give notice to all Members of any change of such Service Address.

6.2. The Board or Managing Agent may give notice to all Members of the e-mail address of the Association for the receipt of notices, applications, and documentation from Members in terms of this Constitution.

7. MEMBERSHIP OF THE ASSOCIATION

7.1. The Association shall have as its Members:

7.1.1. the Developer;

7.1.2. every Owner of an Erf or Unit in the Estate;

7.1.3. every Body Corporate of a Scheme established within the Estate;

7.2. Membership of the Association shall be automatic and compulsory for the Members. Such membership:

7.2.1. in respect of the Developer shall commence upon establishment of the Association and shall terminate when the Developer ceases to be the registered owner of an Erf or Unit or upon termination of the Development Period, whichever shall first occur;

7.2.2. in respect of the registered owner of an Erf or Unit shall commence simultaneously with registration of transfer of an Erf or Unit into the name of the transferee in the Deeds Registry and when a Member ceases to be the registered owner of an Erf or Unit, he shall automatically cease to be a Member of the Association;

7.2.3. in respect of a Body Corporate, shall commence simultaneously with the establishment of the Body Corporate and shall not terminate for as long as the Body Corporate is in existence.

7.3. Where any Erf or Unit is owned by more than one person, all the registered owners of that Erf or Unit shall jointly and severally be liable in solidum for all their obligations to the Association.

7.4. Where any person is the registered owner of more than one Erf or Unit, such person shall be regarded as a Member, and shall have the rights and obligations of a Member, in respect of

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each Erf or Unit registered in such person's name.

- 7.5. No Member may resign as a Member of the Association.
- 7.6. No Member ceasing to be a Member of the Association for any reason shall have any claim upon or interest in the funds or other assets of the Association.
- 7.7. The provisions of this Constitution shall be binding upon all Members and, insofar as they may be applicable on all Occupants, whatsoever the nature of such occupation.

8. BODIES CORPORATE

- 8.1. The Developer intends to subdivide the Land into various Erven, which will be developed in phases as may be determined by the Developer during the Development Period. The Developer intends to establish Bodies Corporate in respect of portions of the Development.
- 8.2. A Body Corporate and the owners of units shall be represented at General Meetings of the Association by a trustee of the Body Corporate, present in person or by proxy as provided in this Constitution. A Body Corporate may not at any time resign as a Member of the Association.
- 8.3. An Owner of a Unit in a Scheme will become a member of the relevant Body Corporate and of the Association upon taking transfer of a Unit.
- 8.4. Each Body Corporate will be bound by the provisions of this Constitution and must ensure that their members comply with all the provisions, obligations, terms, and conditions of this Constitution.
- 8.5. Any resolution of a Body Corporate or of the trustees of a Body Corporate shall be subject to this Constitution and the resolutions of the Board and of the Members of the Association.

9. GENERAL RIGHTS AND OBLIGATIONS OF MEMBERS

- 9.1. Every Member and Occupant shall comply with:
 - 9.1.1. the provisions of this Constitution, the Design Guidelines, the Builders Code of Conduct and the Estate Rules, and all other rules or regulations made or promulgated by the Association, the Board, the Developer, during the Development Period;
 - 9.1.2. any agreement concluded by the Association, the Board, the Developer during the Development Period;
 - 9.1.3. any directive given by the Association, the Board, the Managing Agent or by the Developer, during the Development Period;
- 9.2. Save as may be provided for herein, the rights and obligations of a Member are not transferable, and every Member shall:
 - 9.2.1. to the best of his ability further the objectives and interests of the Association;
 - 9.2.2. be jointly liable with the other Members for expenditure incurred in connection with the business and objectives of the Association.
- 9.3. Except for the Developer, no Member shall consolidate any Erven or subdivide any Erf, without the authorisation of the Board.
- 9.4. Except for the Developer, no Member shall apply for any rezoning, subdivision, departure,

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- consent use, or the amendment of any other condition of approval relating to any Erf or Unit to the Municipality without the prior written approval of the Board.
- 9.5. A Member shall not use any Erf, building, Dwelling or Section or allow it to be used for any purpose not permitted in terms of the MPBL and applicable laws and regulations or in terms of this Constitution.
- 9.6. Except in respect of the Agricultural Erf and the Estate Facilities, no business may be conducted on any Erf or from any Section without the written approval of the Board and provided that the Municipality has, to the extent that it may be necessary, granted approval authorising such use in terms of applicable laws and regulations. The foregoing restriction does not apply to the Developer for the duration of the Development Period.
- 9.7. No Member may construct any building, improvement, or structure on an Erf or on Common Property or remove any building, improvement, or structure from an Erf or the Common Property without the prior written consent of the Board.
- 9.8. A Member must maintain his Erf and the buildings and improvements on his Erf in a state of good repair and in a neat and tidy condition. A Body Corporate must maintain its Common Property in a state of good repair.
- 9.9. A Member must establish and maintain the landscaping in respect of his Erf or where applicable the Common Property according to a standard acceptable to the Board and in compliance with the Estate Rules, as may be applicable.
- 9.10. If in the reasonable opinion of the Board, any buildings, or improvements in respect of an Erf or the Common Property require repairs or the appearance thereof have become unsightly, the Board may require that the Member take steps to repair, repaint, repair, maintain or renovate the buildings and improvements. If in the reasonable opinion of the Board, the landscaping in respect of any Erf or Common Property is inadequate, the Board may require that the Member take steps to maintain the Erf or Common Property to a standard that is acceptable to the Board.
- 9.11. A Member must procure adequate insurance in respect of the buildings in respect of his Erf or Common Property and must furnish proof of such insurance to the Board if requested to do so. In the event of the total or partial destruction of a building/s, the Member must reinstate the building/s in accordance with building plans to be approved by the Board within a reasonable time.
- 9.12. A Member shall not do or suffer to be done on any Erf, Common Property or Communal Property or in any building or Section in the Development anything which, in the opinion of the Board, is noisome, unsightly, injurious, objectionable, or detrimental or a public or private nuisance or a source of damage or disturbance to any other Member or Occupant.
- 9.13. The provisions of this Constitution, the Design Guidelines, the Builders Code of Conduct and the Estate Rules and the duties of an Owner in relation to the use and enjoyment of his Erf or Unit and the Communal Property, facilities and the Services of the Association shall be binding on all Members and Occupants.
- 9.14. A Member must take all reasonable steps to ensure compliance with this Constitution, the Design Guidelines, the Builders Code of Conduct and the Estate Rules by the Owners or Occupants of his Erf or Section and by the Invitees to his Erf or Section. A Member shall be liable and accountable for the acts or omissions of all persons occupying or having access to his Erf or Section and to the Development, whether lawfully or unlawfully.
- 9.15. A Member shall permit access by a person authorised in writing by the Board to his Erf or Unit or Common Property if required for any reasonable purpose required by the Association. The Board, the Managing Agent and their employees, agents or contractors shall be entitled and

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shall have the right, after reasonable notice, to enter any Erf or Unit or Common Property for any reasonable purpose required by the Association.

10. OBLIGATION TO BUILD AND PENALTY LEVY/IES

10.1. A Member (and/or his successors in title or assigns) shall, within a period of 24 (twenty-four) months from the date of registration of transfer of the Erf from the Developer to the first Purchaser thereof in the Deeds Registry, commence with the physical construction of a Dwelling and outbuildings on the Erf in accordance with approved building plans and the requirements of the Design Guidelines. A Member shall complete the construction of the Dwelling and outbuildings and all building works in respect of his Erf within a period of 36 (thirty-six) months after the said date of registration of transfer of the Erf from the Developer to the first Purchaser thereof in the Deeds Registry.

10.2. If a Member (and/or his successors in title or assigns) fails to comply with the provisions of clause 10.1 above, by failing to timeously commence with construction or to complete construction within the aforementioned periods, whichever may be applicable, the Association shall be entitled, without prejudice to any other rights which it may have in terms of this Constitution and/or at law, to impose a Penalty Levy/ies payable by the Member to the Association in addition to the Ordinary Levy/ies payable by the Member to the Association. The Penalty Levy/ies shall be calculated in accordance with clause 10.3 and shall be payable by the Member to the Association in monthly instalments, monthly in advance until completion of construction of the Dwelling and outbuildings in respect of his Erf.

10.3. The Penalty Levy/ies in addition to Ordinary Levy/ies payable by a Member to the Association in respect of an Erf shall calculated as follows:

MONTHS SINCE NON-COMPLIANCE TO EITHER OF THE CONDITIONS CONTAINED IN CLAUSE 10:	PENALTY LEVY/IES PAYABLE PER MONTH:
1-12 months	Ordinary Levy/ies plus Penalty Levy/ies calculated at 100% of the Ordinary Levy/ies
13-24 months	Ordinary Levy/ies plus Penalty Levy/ies calculated at 200% of the Ordinary Levy/ies
25 and more months	Ordinary Levy/ies plus Penalty Levy/ies calculated at 300% of Ordinary Levy/ies

11. DESIGN GUIDELINES AND THE BUILDERS CODE OF CONDUCT

11.1. The Developer shall formulate and issue Design Guidelines in respect of the Development and may for the duration of the Development Period amend the Design Guidelines from time to time. After the Development Period, the Design Guidelines may be added to, amended, substituted, or repealed from time to time by a Board resolution, subject to the directions given or restrictions imposed by the Members at General Meetings.

11.2. The Design Guidelines may include provisions governing:

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- 11.2.1. the architectural design, standard and guidelines and aesthetic requirements for buildings and improvements on Erven and in respect of the Schemes;
 - 11.2.2. requirements for buildings, improvements, and structures to be constructed on Erven and alterations thereto, including the colours to be used on the exterior;
 - 11.2.3. specifications as to siting and coverage in respect of the buildings;
 - 11.2.4. provisions relating to the maintenance of buildings and Erven;
 - 11.2.5. generally, the approval process for building activities and landscaping within the Development.
- 11.3. The Developer shall formulate the Builders Code of Conduct in respect of the Development and may for the duration of the Development Period amend the Builders Code of Conduct from time to time. After the Development Period, the Builders Code of Conduct may be added to, amended, substituted, or repealed from time to time by a resolution of the Board, subject to the directions given or restrictions imposed by the Members at General Meetings. Members must ensure that their building contractors comply with the Builders Code of Conduct in respect of all construction activities in the Estate.
- 11.4. The Board shall have the power to:
- 11.4.1. administer and enforce the Design Guidelines and the Builders Code of Conduct;
 - 11.4.2. perform such acts as are necessary to accomplish the purposes expressed or implied in this Constitution, including but not limited to:
 - 11.4.2.1. appointing a design review committee with such powers and duties as may be delegated by the Board;
 - 11.4.2.2. appointing an Architect/s with such powers and duties as may be delegated by the Board;
 - 11.4.3. examine and approval building plans for the construction of buildings and improvements;
 - 11.4.4. evaluate landscaping proposals; and
 - 11.4.5. recover fees, including professional fees and charges and costs from Members to consider applications and buildings plans and to consult with professionals.
- 12. CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS**
- 12.1. No Member may construct any building, improvement or structure on an Erf or remove any building, improvement, or structure from an Erf without the prior written consent of the Board and subject to the approval of the building plans by the Board and the Municipality, if applicable.
- 12.2. All buildings and improvements constructed on an Erf shall be of approved Design and of sound construction and shall comply with the provisions of the Design Guidelines.
- 12.3. To obtain the written approval of the Board in terms of clause 12.1 above a Member shall apply to the Board in writing. The Member must where applicable submit a full set of the proposed buildings plans and such further documentation and information as may be required to the Board or to the Architect.
- 12.4. After approval of the building plans by the Board, the Member must submit the building plans

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to the Municipality for approval. No Member shall submit any building plans to the Municipality without prior approval of the building plans by the Board.

- 12.5. Having obtained the approval of the Municipality, the Member shall comply with all conditions and standards imposed by the Municipality, the conditions imposed by the Board and the provisions of the Design Guidelines, the Builders Code of Conduct and the Estate Rules when constructing the buildings, improvements, or structures on Erven or when making alterations to existing buildings, improvements, or structures.
- 12.6. No Member may undertake any planting, landscaping, or gardening activities on any Erf, save to the extent permitted in the Design Guidelines and the Estate Rules.
- 12.7. The centre line of any common boundary wall between any of the Erven, will be the common boundary between the relevant Erven and must be split 50/50 between the adjacent Erven. The common boundary wall must be constructed by the Owner who first commences with construction of a Dwelling on his Erf, and he must be reimbursed 50% (fifty percent) of the construction costs, excluding plastering and painting if not done by him on both sides of the common boundary wall, by the Owner who commences afterwards with construction of his Dwelling on his Erf.
- 12.8. Notwithstanding the foregoing, the provisions of this clause shall not be binding on the Developer during the Development Period.

13. ESTATE RULES

- 13.1. The Developer may formulate and issue the Estate Rules for the Association and may for the duration of the Development Period in its sole discretion amend the Estate Rules from time to time. After the Development Period, the Board may formulate and issue and amend the Estate Rules from time to time, subject to the directions given or restrictions imposed by the Members at General Meetings of the Association and to this Constitution.
- 13.2. The Estate Rules may include provisions in respect of:
- 13.2.1. the installation, operation, and maintenance of irrigation in respect of the Communal Property;
- 13.2.2. the control and conduct of persons using the Communal Property or present in the Development;
- 13.2.3. the use of roads, infrastructure, Services, amenities and facilities in the Communal Property and restrictions on the use and enjoyment thereof, including the right to charge a reasonable fee for the use of the amenities and facilities;
- 13.2.4. the management and control of the Development, including security and access control;
- 13.2.5. the use and enjoyment of the Communal Property (or any parts thereof);
- 13.2.6. the preservation of the natural environment within the Development;
- 13.2.7. the pedestrian and vehicular traffic, including parking, within the Development;
- 13.2.8. the conduct of any Member, Occupant, or Invitee in the Development;

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- 13.2.9. the control and conduct of persons for the prevention of nuisance of any nature to any Member, or Occupant;
 - 13.2.10. the use and enjoyment of Erven, Dwellings, buildings, Sections, and Common Property, and restrictions on the use and enjoyment thereof;
 - 13.2.11. the storage of flammable and other harmful substances as provided for in the H&S Legislation;
 - 13.2.12. the sale, letting and occupation of Erven, Dwellings, buildings and Sections and restrictions in respect thereof;
 - 13.2.13. the conduct of any business within the Development;
 - 13.2.14. the conduct of estate agents, service providers and employees, workers, and contractors;
 - 13.2.15. the keeping of pets and to control, restrict and prohibit the keeping of pets and to restrict or control the keeping of any animal which they regard as dangerous or a nuisance;
 - 13.2.16. Design Guidelines in respect of buildings, improvements, and structures within the Development;
 - 13.2.17. the nature, content, and design of gardens and landscaped areas within the Development;
 - 13.2.18. refuse disposal and prohibition of littering;
 - 13.2.19. the enforcement of the provisions of the Estate Rules;
 - 13.2.20. the amounts of fines payable by an Owner, Occupant or Invitee for contravening or failing to comply with any of the provisions of the Estate Rules or this Constitution.
 - 13.2.21. and generally, any other provisions in the furtherance and promotion of any of the objectives of the Association and the advancement of the interests of the Members.
- 13.3. The provisions of the Estate Rules and the duties of an Owner or Occupant in relation to the use and enjoyment of his Erf or Unit, the Communal Property, the Services, and the Common Property shall be binding on all the Owners and Occupants of Erven and Units in the Development.
- 13.4. The provisions of the Estate Rules shall be mutatis mutandis (with the necessary changes having been made) applicable to Occupants. Occupants shall be obliged to comply with the provisions of the Estate Rules notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 13.5. A Member must take all reasonable steps to ensure compliance with the Estate Rules by the Occupants of his Erf or Unit and by the Invitees to his Erf or Unit. A Member shall be liable and accountable for the acts or omissions of all persons occupying or having access to his Erf or Unit and to the Development, whether lawfully or unlawfully.
- 14. BUDGET AND LEVIES**
- 14.1. The Board shall establish and maintain a fund for the purpose of meeting all the expected expenses of the Association for the control, management and administration of the Development, the Association and its affairs as provided for in this Constitution.

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- 14.2. The Board shall in consultation with the Managing Agent formulate a Budget and a strategic plan and any amendments thereto for each Financial Year of the Association. The Budget shall be submitted to the Members of the Association for consideration at the Annual General Meeting. The Board must perform a mid-term budget review and may make amendments to the yearly budget if necessitated by relevant circumstances. These amendments need no approval by the Annual General Meeting.
- 14.3. The Board shall, by making a resolution to such effect, determine the Ordinary Levies due by the Members to the Association by apportioning the income required in terms of the Budget to the Members as Ordinary Levies equally per Erf in the Estate subject to the following proviso with regard to the apportionment to the Bodies Corporate within the Estate. For the purpose of the apportionment of the income to a Body Corporate within the Estate, each Scheme shall be deemed to comprise of the number of Erven determined as 20% (twenty percent) of the number of Units within the Scheme. The levies due to the Association by the Body Corporate shall be included in the Body Corporate's budget and accordingly be apportioned to the members of the Body Corporate according to the quotas of their respective Sections.
- 14.4. The Ordinary Levies determined by a resolution of the Board in terms of clause 14.3 shall become effective or due by the Members from the date of passing of the resolution by the Board. The Ordinary Levies shall be paid by the Members to the Association in equal monthly instalments over a period of 12 (twelve) months, monthly in advance, on or before the 1st (first) day of every succeeding month of the Financial Year. Before the end of each Financial Year the Board may determine the Ordinary Levies due by Members for the interim period until the approval of the Budget for the ensuing Financial Year.
- 14.5. The Board may, from time to time, make Special Levies upon Members in respect of any expenditure not included in the Budget. Special Levies shall become due from the date of passing of the resolution by the Board and shall be apportioned to Members in accordance with clause 14.3 above. Special Levies shall be payable in one payment or in such instalments and at such time or times as the Board may think fit. The Board must notify Members in writing of the Special Levies payable by them and the reasons for imposing such Special Levies.
- 14.6. The Board may collect the Levies from each Body Corporate on behalf of the Owners of Units in the Scheme.
- 14.7. The Members shall be liable to pay contributions and charges in respect of metered services to the Association as may be determined from time to time by the Association in terms of this Constitution. The members shall be liable to the Association for the payment of the service charges as may be levied from time to time by the Association in respect of services provided to the Erven and Units. The Board shall recover charges for Services rendered to Members which amounts will become due and payable on the date of issue of the levy statements.
- 14.8. Members shall be liable for charges payable in respect of the use of the Village Facilities provided from time to time. Should a gym or similar amenities be provided at the Village Facilities, then a minimum of two membership fees shall be payable per Erf and Unit in the Estate.
- 14.9. Upon taking transfer of an Erf or Unit on date of registration in the Deeds Registry, the new Member shall become liable to the Association for the payment of the Levies and service charges due in respect of the Erf or Unit. The foregoing provision shall not affect the liability

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of a Body Corporate for the Levies due to the Association by the Body Corporate and the Owners of Units.

- 14.10. If a Member fails to pay the Levies and other amounts due to the Association on the due date, the Association may institute an action for the recovery thereof in any competent court or apply to CSOS for an appropriate order. The Association may hand-over any debt due to the Association to the Association's Attorneys for collection if the debt is outstanding for more than 10 (ten) days after written notice by the Board or the Managing Agent.
- 14.11. A Member shall be liable for payment of interest on arrear Levies and other amounts due, calculated at the Prime Rate plus 5% per annum. Interest calculated at the determined rate shall be recoverable from the date on which the amount is due and payable to the date of payment, both days inclusive.
- 14.12. A Member shall be liable for and shall pay all costs, including all legal costs on the scale as between attorney and own client together with collection commission, tracing agent fee, advocate's fees, administrative costs and all other expenses and charges incurred by the Association in obtaining recovery of arrear Levies or other amounts due to the Association, or in enforcing compliance with the provisions of this Constitution, the Design Guidelines, the Builders Code of Conduct and the Estate Rules. Such costs and expenses may be added to the Member's levy account and recovered in the same manner as applies to arrear Levies together with interest calculated at the Prime Rate plus 5% per annum.
- 14.13. Monthly Levy statements will be circulated to the Members of the Association via e-mail. A Member will still be liable to effect monthly payments of the Levies irrespective whether the statement was actually received and/or circulated by the Association to such Member.
- 14.14. All Levies shall be paid monthly in advance by bank debit order on the first day of each and every month to the bank account of the Association or by any other method as determined by the Board or the Managing Agent, from time to time.
- 14.15. Where payment of debt due by a Member to the Association is made by way of cheque or debit order, and such cheque is referred to drawer for any reason whatsoever, and/or if such debit order is unpaid for any reason whatsoever, the Board shall be entitled, in their sole discretion, to charge an administration charge in respect of each such occurrence in an amount to be determined by the Board from time to time.
- 14.16. Where payment of any debt due by a Member is made by way of cash deposited to the Association's bank account, the Board shall be entitled to recover any bank charges made by the bank relating to the deposit from the Member.
- 14.17. All moneys received from a Member towards a levy account shall be apportioned firstly towards interest, then towards legal fees and administration charges and then towards Levies and other service fees or charges.
- 14.18. No Member may off-set any amount allegedly due to him by the Association, or by the Developer against the amount of Levies due to or paid to the Association in terms of this Constitution.
- 14.19. Every Owner of an Erf or Unit within the Development shall, subject to the further provisions of this clause, be liable to pay the Association a Stabilisation Levy equal to 1,5% (one comma five percent) of the full open market value of his Erf or Unit upon the Alienation of the Erf or Unit or upon a Deemed Alienation. For purposes hereof:
- 14.19.1. any form of disposal or transfer of a shareholder's or members' interest in a company or close corporation or beneficial interest in another entity holding ownership of an

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Erf or Unit (whether in part or in full) and any alienation of a registrable right of occupation, habitation or usufruct over an Erf or Unit shall be subject to the Stabilisation Levy;

- 14.19.2. "full open market value" means the price at which the Erf, Unit, shareholder's or member's interest or beneficial interest (as the case may be) is sold, alienated, transferred, or otherwise disposed of; provided that where in the opinion of the Board any such transaction is not at arm's-length or amounts to a donation, "full open market value" shall mean the actual market value thereof as determined by the Auditors;
- 14.19.3. the auditors shall make the determination as contemplated in clause 14.19.2 on due consideration of the then prevailing property market conditions and the prices at which similar Erven or Units were sold during the 12 (twelve) month period prior to the Alienation of the Erf or Unit being valued; and
- 14.19.4. the obligation to pay the Stabilisation Levy shall be deemed to have accrued prior to transfer of ownership of an Erf or Unit and accordingly transfer shall be without prejudice to the Association's right to recover such Stabilisation Levy, and interest thereon, after transfer of the Erf or Unit from the transferor.
- 14.20. The Stabilisation Levy equal to 1,5% (one comma five percent) of the Full Open Market Value of the Erf or Unit referred to in clause 14.19 above is a liability due to the Association by the Owner or transferor of the Erf or Unit and must be paid to the Association on or before the date of registration of the transfer of ownership of the Erf or Unit in the name of the transferee in the Deeds Registry.
- 14.21. The Stabilisation Levy shall be payable and clauses 14.19 and 14.20 shall be applied *mutatis mutandis* in respect of:
- 14.21.1. registration of transfer of ownership of a share in an Erf or Unit in favour of a transferee;
- 14.21.2. a Deemed Alienation upon the disposal or transfer of a shareholder's or member's interest in a company or close corporation or beneficial interest in another entity holding ownership of an Erf or Unit;
- 14.21.3. registration of a right of occupation, habitation or usufruct over an Erf or Unit;
- 14.22. No Stabilisation Levies shall be payable by the Developer in respect of the first transfer of an Erf or Unit by the Developer. No Stabilisation Levies shall be payable in respect of the transfer of an Erf or Unit or share thereof or interest therein from a deceased estate of a Member to his or her surviving spouse.
- 14.23. The levy stabilisation fund shall be used exclusively to meet the capital expenditure requirements (including the necessary expenditure in relation to maintenance and upgrades of the Communal Property, Estate Facilities, Services and Agricultural Erf) and thus to contain escalation in the basic levies payable by Members, but not for operating expenses of the Association, unless a special resolution adopted in a general meeting of the Association so directs. The Stabilisation Levies shall only be used in furtherance of the objectives of the Association and to defray expenses for which the Association is liable.
- 14.24. The Board shall be entitled to charge interest on arrear Levies and other amounts at such rate as it may decide from time to time.

15. THE BOARD

- 15.1. The Board of the Association shall comprise of a minimum of 3 (three) Trustees and a maximum of 7 (seven) Trustees elected or appointed by the Members. For the duration of the Development Period, the Developer may appoint 2 (two) of the Trustees (the Developer Trustees). The Developer Trustees shall continue to hold office for the duration of the Development Period, provided that the Developer shall at any time be entitled to remove any

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Developer Trustee and to appoint a new Developer Trustee. For the duration of the Development Period, the Developer Trustees shall have a right to veto any resolution of the Board.

- 15.2. During the Development Period and at the first Annual General Meeting, the Trustees referred to in clause 15.1 above, shall be elected by the Members, present in person and by proxy, and the Developer shall announce the Developer Trustees. A Developer Trustee shall be the Chairperson during the Development Period and thereafter the Board shall appoint such a Chairperson.
- 15.3. After the Development Period, the Trustees shall be elected by the Members, present in person and by proxy, at the Annual General Meeting.
- 15.4. A Trustee shall by accepting his appointment to office be deemed to have agreed to be bound by all the provisions of this Constitution.
- 15.5. The Developer, during the Development Period, and thereafter the Board, may appoint a Professional Trustee to serve as a Trustee on the Board for a predetermined period of time, as and when the Board is of the opinion that the need for such a Professional Trustee has occurred. The Professional Trustee must be familiar with the operation and management of Firwoods Estate. The Professional Trustee may attend Board meetings but will only serve in an advisory capacity and will have no voting rights whatsoever. The Developer or the Board, as the case may be, must agree on the fee structure of the Professional Trustee prior to his appointment and is subject to the allowance for professional fees in the Budget of the Association.
- 16. FIDUCIARY RELATIONSHIP**
- 16.1. Each Trustee shall stand in a fiduciary relationship to the Association. A Trustee shall be disqualified from voting in respect of any contract or proposed contract or any litigation or proposed litigation or any dispute with the Association by virtue of any interest he may have therein.
- 16.2. A Trustee is required to:
- 16.2.1. Perform the functions of office in good faith, honesty and in a transparent manner, and
- 16.2.2. At all times act in the best interest of the Association, and in such a way that the credibility and integrity of the Association and/or the Development is not compromised in any way.
- 16.3. When nominated, a Trustee shall simultaneously with his nomination, declare in writing to the Board any financial interest he or his immediate family or business associates may have in respect of any contract, deliberations, or other transactions with the Association.
- 16.4. Each Trustee must declare to the Board any gifts, which he or his immediate family might be offered, or receive, from any business and or person involved or endeavouring to become involved, in any contract with financial gain with the Association.
- 16.5. A Trustee may not, without the permission of the Board, disclose any privileged or confidential information to any person not authorised or entitled to receive same.
- 16.6. A Trustee may not, except through the Chairperson of the Trustees and/or the Board:
- 16.6.1. Interfere in the management or administration of the Development, unless mandated

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- by the Board;
- 16.6.2. Give or purport to give any instruction to any employee other than the Managing Agent;
- 16.6.3. Obstruct or attempt to obstruct the Managing Agent or any of the employees of the Association in the implementation of any decision or resolution of the Board, or
- 16.6.4. Encourage or participate in any conduct which would cause or contribute to maladministration by the Board.
- 16.7. The Board may at any time and from time to time investigate and make a finding in respect of any alleged breach by a Trustee(s) of a provision of this Constitution, the Design Guidelines, the Builders Code of Conduct, or the Estate Rules or establish a special committee to investigate and make appropriate recommendations to the Board in this respect.
- 16.8. Should the Board find that a Trustee is in breach of a provision of this Constitution, the Design Guidelines, the Builders Code of Conduct, or the Estate Rules or has been found to be negligent in any of the duties assigned to him in his capacity as a Trustee or has reasonable grounds to suspect that a Trustee was or is involved in any form of theft or fraud regarding any funds of the Association, the Board may:
- 16.8.1. issue a formal warning to the Trustee concerned;
- 16.8.2. reprimand the Trustee;
- 16.8.3. suspend the Trustee;
- 16.8.4. suspend the Trustee pending the outcome of a forensic audit in the instance of any suspected theft or fraud, or
- 16.8.5. request the Trustee to resign, or
- 16.8.6. request the Association to remove the Trustee from the Board.
- 16.9. The aforesaid provisions shall not apply to the Developer or the Developer Trustees for the duration of the Development Period.
- 17. CHAIRPERSON**
- 17.1. For the duration of the Development Period, the Chairperson shall be a Developer Trustee. After the Development Period, the Board shall within 14 (fourteen) days of each Annual General Meeting, appoint a Chairperson, who shall hold office until the next Annual General Meeting. The office of Chairperson shall automatically be vacated by a Trustee holding such office upon his ceasing to be a Trustee for any reason, in which event the Board shall immediately appoint a new Chairperson.
- 17.2. Except as otherwise provided in this Constitution, the Chairperson shall preside at all meetings of the Board and at all General Meetings and, in the event of the Chairperson not being present within 15 (fifteen) minutes of the scheduled meeting time or in the event of his inability or unwillingness to act, any one of the remaining Trustees shall preside in his stead or the Members shall appoint another Chairperson for the purpose of the General Meeting.
- 17.3. Except as otherwise provided in this Constitution, the proceedings at any Board meeting and General Meeting shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

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- 17.4. If any Chairperson vacates his office as Chairperson or no longer continues in office for any reason, the Board shall meet as soon as reasonably possible to appoint one of their number as Chairperson who shall hold office as such for the remainder of the period of office of the first mentioned Chairperson.
- 17.5. If the Chairperson vacates the chair during the course of a Board meeting or is not present or is, for any other reason, unable to preside at any meeting, the Board present at such meeting shall choose another Chairperson for such meeting.
- 17.6. If the Chairperson vacates the chair during the course of a General Meeting or is not present or is, for any other reason, unable to preside at any meeting, and no other Trustee is willing to act as Chairperson, the Members present at such General Meeting in person or by proxy shall choose another Chairperson for such meeting.
- 18. REMOVAL AND ROTATION OF TRUSTEES**
- 18.1. Subject to clause 18.2 each Trustee shall hold office as such from the date of his appointment until the next Annual General Meeting following his appointment, at which Annual General Meeting each Trustee shall be deemed to have retired from office but shall be eligible for re-election as a Trustee by the Members at the Annual General Meeting.
- 18.2. A Trustee shall be deemed to have vacated his office as such:
- 18.2.1. should he become disqualified to act as a director of a company in terms of the Companies Act, 2008;
- 18.2.2. should he be removed from office by a resolution of the Board or by an Ordinary Resolution of the Members;
- 18.2.3. should his estate be sequestrated whether provisionally or finally or upon his surrendering his estate or making any arrangement or compromise with his creditors;
- 18.2.4. on is conviction of any offence involving dishonesty;
- 18.2.5. on the commission by him of any act of insolvency;
- 18.2.6. should he become of unsound mind or being found to be a lunatic or mentally handicapped;
- 18.2.7. on his resignation from such office in writing;
- 18.2.8. on his death; or
- 18.2.9. if he or where applicable his Body Corporate is in arrears with the Levies or any other amounts due to the Association for 2 (two) months or more; or
- 18.2.10. upon his failure to comply with his fiduciary duties as Trustee or acting in conflict with the interest of the Association.
- 18.3. Upon any vacancy occurring in the Board prior to the next Annual General Meeting, the Board shall appoint a person to hold office until the conclusion of the next Annual General Meeting following his appointment. If the vacancy occurs in respect of a person who is/was a trustee of a Body Corporate, the Board shall appoint one of the other trustees of the Body Corporate to fill the vacancy. The Developer may at any time appoint a new Developer Trustee for the duration of the Development Period.

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- 18.4. The Board may appoint, for a specified period, a person qualified to serve as a Trustee as a replacement for any Trustee who is absent or otherwise unable to perform the duties of that office.
- 18.5. Notwithstanding the fact that a Trustee shall be deemed to have vacated his office as provided in clause 18.2, anything done by such Trustee in the capacity of a Trustee in good faith shall be valid until the fact that he is no longer a Trustee has been recorded in the minutes of a meeting of the Trustees or of the Association or in terms of a resolution.
- 19. PROCEEDINGS OF THE TRUSTEES**
- 19.1. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of this Constitution.
- 19.2. The Chairperson may at any time convene a Board meeting by giving to the other Trustees and to the Managing Agent 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.
- 19.3. After the Development Period, a Trustee may, provided he has the support in writing of 1 (one) other Trustee, at any time convene a Board meeting by giving to the other Trustees and the Managing Agent 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.
- 19.4. It is sufficient if the notice of the meeting is transmitted electronically directly to the Trustees and to the Managing Agent in a manner and form that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
- 19.5. The quorum necessary for the holding of all Board meetings shall be 2 (two) if there are 3 (three) Trustees in office or 3 (three) if there are 4 (four) or 5 (five) Trustees in office or 4 (four) if there are 6 (six) or 7 (seven) Trustees in office, present personally. If no quorum is present within 15 (fifteen) minutes after the time for commencement of the meeting then it shall stand adjourned for the same time and place on the following Business Day and, if at such adjourned meeting, a quorum is not present within 30 (thirty) minutes after the time appointed for the meeting, the Trustees then present shall be a quorum, provided that at least 2 (two) Trustees shall be present personally.
- 19.6. Any resolution of the Board shall be carried by a simple majority of all votes cast and each Trustee shall have 1 (one) vote. In the case of an equality of votes for or against a resolution, the Chairperson shall have a second casting vote.
- 19.7. A resolution signed by all the Trustees present for the time being in South Africa shall be valid in all respects as if it had been duly passed at a Board meeting duly convened.
- 19.8. The Board shall have the right to vary, cancel or modify their decisions and resolutions from time to time.
- 19.9. The Chairperson may make arrangements for attendance of the Board meeting by Skype, Zoom, Microsoft Teams or by any other method, provided that the method of attendance:
- 19.9.1. must be accessible to all Trustees and persons who are entitled to attend the meeting;
- 19.9.2. enables all persons participating in the meeting to communicate with each other

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during the meeting; and

- 19.9.3. enables the Chairperson to confirm, with reasonable certainty, the identity of the participants.
- 19.10. The Board must ensure that minutes are taken of every Board meeting, although not necessarily word for word. The minutes must be reduced to writing within 15 (fifteen) days after the Board meeting and the draft minutes must be delivered to the Trustees and to the Bodies Corporate. The minutes must be approved by the Board and must then be certified as correct by the Chairperson of the meeting. The Board must keep all minutes of Board meetings in perpetuity. On the written application of a Member, the Board must make minutes of their proceedings available for inspection by or on behalf of the Member during reasonable hours on Business Days and/or furnish them with the copies as may be required, against payment of the required charges.
- 19.11. All resolutions recorded in the minutes of any Board meeting 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 Board resolution 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.
- 19.12. No agreement concluded on behalf of the Association shall be valid and binding unless it is signed by the Chairperson or by a Trustee or representative of the Managing Agent specifically appointed as authorised signatory in terms of a Board resolution.
- 19.13. Trustees shall be entitled to be repaid all reasonable expenses incurred by them in or about the performance of their duties as Trustees or as Chairperson in good faith.
- 19.14. Unless otherwise determined by an Ordinary Resolution, Trustees shall not be entitled to any other remuneration, fees, or salary in respect of the performance of such duties.
- 20. FUNCTIONS, POWERS, AND DUTIES OF THE TRUSTEES**
- 20.1. Subject to the provisions of this Constitution and subject to any directions given or restrictions which may be imposed by the Members by Ordinary Resolution at a General Meeting, the Board shall perform the functions, powers, and duties of the Association.
- 20.2. Without detracting from the scope of the additional duties specified in this Constitution, the Board shall perform the functions referred to in clause 5.2 of this Constitution.
- 20.3. The Board shall do all things reasonably necessary for the control, management, and administration of the Development in terms of the powers conferred upon the Association by clause 5.3 of this Constitution.
- 20.4. Without in any way limiting the powers granted, the powers of the Board shall include:
- 20.4.1. to issue instructions to Members in accordance with the operational EMP, and to ensure that such plan is at all times complied with;
- 20.4.2. to issue Design Guidelines to Members;
- 20.4.3. to approve amendments to the rules of a Body Corporate;
- 20.4.4. to require a Body Corporate to amend its rules or to adopt resolutions or amend or repeal resolutions;

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- 20.4.5. to delegate to one or more Trustees such of their powers and duties as they deem fit and at any time to revoke such delegation;
- 20.4.6. to delegate the management of the affairs and the business of the Association, in whole or in part, to the Managing Agent;
- 20.4.7. to form committees for the performance of designated tasks on behalf of the Trustees;
- 20.4.8. where the Association is owner of the Agricultural Erf, to contract with farmers for the farming and cultivation thereof;

and generally, any such power, reasonably necessary to fulfil the objectives of the Association.

- 20.5. The Board shall do all things reasonably necessary for the enforcement of this Constitution, the Design Guidelines, the Builders Code of Conduct, and the Estate Rules. The Board may, should they so decide, investigate any suspected or alleged breach of this Constitution, the Design Guidelines, the Builders Code of Conduct or the Estate Rules by any Member, Occupant, or Invitee in such reasonable manner as they shall decide from time to time.

21. MANAGING AGENT

- 21.1. The Developer shall be entitled to appoint a Managing Agent for the Association, during the Development Period. After the Development Period and if an existing Managing Agent's appointment is terminated, the Board shall appoint a Managing Agent. The Board shall determine the fees or remuneration to be paid by the Association to the Managing Agent and all the other terms and conditions of the appointment of the Managing Agent.
- 21.2. It is contemplated that the affairs of the Association will at all times be entrusted in whole or in part to a professional Managing Agent with appropriate executive powers so as to conform to the requirements of good corporate governance.
- 21.3. Subject to the provisions of this Constitution and the terms of its appointment, the Managing Agent shall have full power to manage and control the business and affairs of the Association or such portion thereof as may be determined by the Board and may exercise all such powers of the Association and do all acts on behalf of the Association itself.

22. GENERAL MEETING OF THE ASSOCIATION

- 22.1. The Developer must convene the first Annual General Meeting within two years of the establishment of the Association. For the duration of the Development Period the Developer or a Developer Trustee shall be entitled to act as the Chairperson of the Association.
- 22.2. The Association shall within 6 (Six) months after the end of its Financial Year hold a General Meeting as its Annual General Meeting. At least one Annual General Meeting must be held per year. The Annual General Meeting shall be held on such date and at such time and place as the Board shall decide from time to time.
- 22.3. All General Meetings other than Annual General Meetings shall be called Special General Meetings. Special General Meetings shall be held on such date and at such time and place as the Board shall decide from time to time. The Board may at any time convene a Special General Meeting. The Board must convene a Special General Meeting upon receipt of a request in writing received from Members holding at least 1/3 (one third) of the votes of the Members. The agenda of a Special General Meeting shall be limited to those matters included in the notice of the Special General Meeting.

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- 22.4. The following matters shall be dealt with at every Annual General Meeting:
- 22.4.1. confirm proxies, nominees and other persons representing Members;
 - 22.4.2. determine that there is a quorum;
 - 22.4.3. elect a person to chair the meeting, if necessary;
 - 22.4.4. approve the agenda of the meeting;
 - 22.4.5. the approval of the minutes of the previous Annual General Meeting of the Association;
 - 22.4.6. deal with matters arising from these minutes and any unfinished business;
 - 22.4.7. the consideration of the report by the Board or the Managing Agent;
 - 22.4.8. the consideration of the financial statements of the Association for the preceding Financial Year;
 - 22.4.9. the consideration and approval, with or without amendment, of the Budget as presented by the Board;
 - 22.4.10. to consider and approve insurance for the Association;
 - 22.4.11. the election of the Trustees;
 - 22.4.12. any other business pertinent to such meeting, including any Ordinary Resolution or Special Resolution proposed for adoption;
 - 22.4.13. the consideration of any matters raised at the meeting, including any resolution proposed for adoption by the meeting and the voting upon any such resolution;
 - 22.4.14. the giving of directions to or the imposing of restrictions on the Board.
 - 22.4.15. dissolve the meeting.
- 22.5. The Board may make arrangements for attendance at a General Meeting by Skype, Zoom, Microsoft Teams or by any other method, provided that the method of attendance:
- 22.5.1. must be accessible to all Members and persons who are entitled to attend the meeting;
 - 22.5.2. enables all persons participating in the meeting to communicate with each other during the meeting; and
 - 22.5.3. enables the Chairperson to confirm, with reasonable certainty, the identity of the participants.
- 22.6. A person who attends a meeting by any method provided in clause 22.5 is deemed to be personally present at the meeting.
- 23. PROCEDURE AT GENERAL MEETINGS**
- 23.1. The Chairperson shall preside as such at all General Meetings provided that should he not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then one of

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the Trustees shall act as Chairperson of the General Meeting who shall thereupon exercise all the powers and duties of the Chairperson in relation to such General Meeting. If no Trustee is able to act as Chairperson, Members present at such General Meeting shall vote to appoint a Chairperson for the General Meeting.

- 23.2. The Chairperson may, with the consent of any meeting at which a quorum is present (and if so directed by the General Meeting), adjourn the meeting from time to time and from place to place. No notice needs to be given of the adjourned General Meeting save for an announcement at the meeting of the date, time, and venue of the adjourned General Meeting, unless the General Meeting is to be adjourned for 30 (thirty) days or more, in which event notice is to be given in the same manner as the original General Meeting.
- 23.3. No business shall be transacted at any adjourned General Meeting other than the business that might have been transacted at the meeting from which the adjournment took place.
- 23.4. Save as otherwise provided in this Constitution, the proceedings at any General Meeting shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

24. NOTICES OF GENERAL MEETINGS

- 24.1. An Annual General Meeting or Special General Meeting shall be called by not less than 14 (fourteen) Clear Days' notice in writing. The notice of an Annual General Meeting shall be given to all Members (excluding the Owners of Units) and shall be exclusive of the day on which it is posted or e-mailed and of the day for which it is given, and shall specify the place, the day, and the hour of the meeting.
- 24.2. A General Meeting called by shorter notice than provided for in clause 24.1 shall be deemed to have been duly called if it so agreed by an Ordinary Resolution of the Members having the right to attend and to vote at the General Meeting.
- 24.3. The notice of the General Meeting shall specify the date, time and place of the meeting and the business of the meeting. If a Special Resolution is proposed for adoption, the notice must specify the Special Resolution proposed for adoption.
- 24.4. The notice of a General Meeting may be delivered by hand, prepaid post or may be transmitted by e-mail to the e-mail address of the Member.
- 24.5. The accidental omission to give notice of a General Meeting or of any resolution or to transmit any document required to be given or sent in terms of this Constitution, shall not invalidate the proceedings of any General Meeting or any resolution passed at any General Meeting. Furthermore, the non-receipt of notice of a meeting, by any Member entitled to receive such notice, shall not invalidate the proceedings at that General Meeting. It is the responsibility of each Member to ensure that he has received all the documents relevant to the General Meeting to be held.

25. REPRESENTATION AND PROXIES AT GENERAL MEETINGS

- 25.1. At every General Meeting, an Owner of an Erf may be present in person or be represented by a proxy or other authorised representative, who need not be a Member of the Association.
- 25.2. At every General Meeting, a Body Corporate and the Owners of Units in the Scheme shall be represented by a trustee of the Body Corporate, who shall be present in person or be represented by a proxy or other authorised representative.
- 25.3. A Member may be represented at a General Meeting:

- 25.3.1. in the case of an individual Owner or joint Owner by any one of the registered owners;
 - 25.3.2. in the case of the Member being a Company, by a proxy being a director or shareholder, duly authorised thereto by a resolution; or
 - 25.3.3. in the case of the Member being a Close Corporation, by a proxy being a member or member trustee, duly authorised thereto by a resolution; or
 - 25.3.4. in the case of the Member being a Trust, by a proxy being a trustee, duly authorised thereto by a resolution; or
 - 25.3.5. in the case of a Body Corporate by a trustee of the Body Corporate present in person or by proxy; or
 - 25.3.6. by a proxy.
- 25.4. The proxy together with the original or a certified copy of a resolution, power of attorney or other authority under which it is signed, must be lodged with the Board or the Managing Agent at least 24 (twenty four) hours before the commencement of the General Meeting or adjourned General Meeting concerned.
- 25.5. Notwithstanding the provisions of clause 25.4, the Chairperson of the meeting may agree to accept a proxy tendered at any time to him before the commencement of the General Meeting or during the General Meeting. All such documents must be available for inspection by any person at the meeting concerned.
- 25.6. The document appointing a proxy will only be valid for the specific General Meeting and for the adjournment thereof.
- 25.7. The document appointing a proxy shall be in such form that is acceptable to the Chairperson of the General Meeting or adjourned General Meeting in respect of which it is tendered and the decision of the Chairperson as to what is or is not acceptable will be binding on all the Members.
- 25.8. A vote given in accordance with the terms of a document appointing a 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 Board or the Managing Agent at least 1 (one) hour before the time fixed for the holding of the meeting.
- 25.9. Owners of Units shall be entitled to attend the General Meetings of the Association, but their Body Corporate Trustee shall exercise their votes on their behalf and speak on their behalf at the General Meetings.
- 25.10. At every General Meeting the Developer may for the duration of the Development Period be represented by a Developer Trustee, who may be present in person or represented by a proxy or other authorised representative at the General Meeting.
- 25.11. The Board may make arrangements for attendance at a General Meeting by Skype, Zoom, Microsoft Teams or by any other method, provided that the method of attendance:
- 25.11.1. must be accessible to all Members and persons who are entitled to attend the meeting;

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- 25.11.2. enables all persons participating in the meeting to communicate with each other during the meeting; and
- 25.11.3. enables the Chairperson to confirm, with reasonable certainty, the identity of the participants.
- 25.12. A person who attends a meeting by any method provided in clause 25.11 is deemed to be personally present at the meeting.
- 26. QUORUM**
- 26.1. No business shall be transacted at any General Meeting unless a quorum of Members is present in person or by proxy when the General Meeting proceeds to business and when any resolution is to be passed. The quorum necessary for the holding of any General Meeting shall be at least 30% (thirty) percent of the votes of the Members, present in person or by proxy.
- 26.2. If, within 15 (fifteen) minutes after the time appointed for the commencement of the General Meeting, a quorum is not present, the General Meeting shall stand adjourned to the same day in the next week, at the same place and time or to such other day, time and place as the Chairperson may determine. If, at such adjourned General Meeting, a quorum is not present, the Members then present in person or by proxy shall constitute a quorum, provided that, where the meeting was called at the request of the Members in terms of clause 22.3, the meeting shall be dissolved.
- 27. ADJOURNMENT BY CHAIRPERSON**
- 27.1. The Chairperson of a General Meeting may adjourn the meeting from time to time and from place to place if the meeting approves of such adjournment by Ordinary Resolution. In the event of such an adjournment:
- 27.1.1. No notice needs to be given of the adjourned meeting save for an announcement at the original meeting of the date, time, and venue of the adjourned meeting, unless the meeting is to be adjourned for 30 (thirty) days or more in which event notice is to be given in the same manner as from the original meeting;
- 27.1.2. Only business left uncompleted at the original meeting may be transacted at the adjourned meeting.
- 28. VOTING AT GENERAL MEETINGS**
- 28.1. Subject to the provision of this Constitution, all resolutions at General Meetings shall be passed by Ordinary Resolution. At every General Meeting any Ordinary Resolution shall be carried on a simple majority of all the votes cast thereon. Any Special Resolution proposed for adoption at a General Meeting shall be carried by at least 75% (seventy five percent) of the votes cast on the resolution. An abstention shall not be counted as a vote for or against the resolution in question.
- 28.2. At every General Meeting every Member present in person or by proxy and entitled to vote shall have one (1) vote per Erf owned and the trustee of a Body Corporate shall have the number of votes calculated at 20% (twenty percent) of the number of Units in the Scheme.
- 28.3. At every General Meeting and unless the Chairperson of the meeting otherwise directs or a poll is demanded by Ordinary Resolution, all voting shall be on a show of hands of the Members present in person or by proxy and entitled to vote. A poll shall be taken in such manner as the Chairperson directs and the value of the votes of the Members shall be as specified in clause 28.2.
- 28.4. Notwithstanding the provisions of clause 28.3 aforesaid, voting on any question of adjournment,

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shall be decided on a show of hands by an Ordinary Resolution.

- 28.5. Any Member who is in arrears with the Levies or any other amounts due to the Association for more than 1 (one) month, shall not be entitled to vote at a General Meeting, either in person or by proxy. A trustee of a Body Corporate shall not be entitled to exercise the votes of the Body Corporate that is in arrears with the Levies or other amounts due to the Association for more than 1 (one) month.
- 28.6. A vote cast under a proxy, power of attorney, or other authority which has been revoked shall nevertheless be valid unless:
- 28.6.1. written notice of the revocation is received by the Association prior to the meeting concerned, or
- 28.6.2. the Chairperson agrees to accept written or oral notice of such revocation at the meeting.
- 28.7. No objection shall be raised to the admissibility of any vote except at the General Meeting or adjourned meeting at which the vote objected to, is cast and every vote not disallowed at such General Meeting will be valid for all purposes.
- 28.8. If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter such difficulty or dispute must be determined by the Chairperson, whether or not observers have been appointed to count the votes, and his decision will be final and conclusive.
- 28.9. A declaration made in good faith by the Chairperson of a General Meeting to the effect that, either on a show of hands or on a poll, a resolution has or has not been passed shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed, as the case may be.
- 28.10. An Ordinary Resolution agreed to in writing by or on behalf of Members holding an ordinary majority of the votes of all the Members of the Association shall be as valid as if it had been passed at a duly convened General Meeting. A Special Resolution agreed to in writing by or on behalf of Members holding at least 75% (seventy five percent) of the votes of all the Members of the Association shall be as valid as if it had been passed at a duly convened General Meeting.
- 29. MINUTES OF GENERAL MEETINGS**
- 29.1. The Board must ensure that minutes are taken of every General Meeting of the Association, although not necessarily word for word. The minutes must be reduced to writing within 30 (thirty) days after the General Meeting and the draft minutes must be sent to the Members. The minutes must be approved by the Members at the following General Meeting of the Association and must then be certified as correct by the Chairperson of the meeting. The Board must keep all minutes of General Meetings of the Association in perpetuity.
- 29.2. On the written application of a Member, the Board must make the minutes of General Meetings available for inspection by or on behalf of the applicant during reasonable hours on Business Days and/or furnish them with the copies as may be required against payment of the required charges.
- 29.3. All resolutions recorded in the minutes of General Meetings of the Association shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions and until varied or rescinded, but no resolution or purported resolution of the Association shall be of any force or effect or shall be binding upon the Members or any of the Trustees, unless such resolution is competent within the powers of the Association.

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30. RESTRICTION AGAINST TRANSFER

- 30.1. No Member shall alienate or transfer an Erf or Unit unless the Association has granted its written consent to such alienation or transfer. The written consent of the Association shall be issued by the Managing Agent, or the Chairperson or by a Trustee, duly authorised thereto on behalf of the Association.
- 30.2. The Association may withhold the written consent if:
- 30.2.1. Any Levies or other amounts due in respect of the Erf or Unit have not been paid or remains unpaid or inadequate provision has been made in respect of the payment thereof; or
- 30.2.2. Any building additions exist in respect the Erf or Unit, which have not been properly authorised in terms of this Constitution or the Design Guidelines or by the Municipality; or
- 30.2.3. If the Member is substantially in breach of the provisions of this Constitution, the Design Guidelines, the Builders Code of Conduct, or the Estate Rules to an extent reasonable to justify withholding such consent.
- 30.3. The provisions of this clause shall apply mutatis mutandis (with the necessary changes having been made) to any transfer of an undivided share in any Erf or Unit.
- 30.4. The Board shall ensure that no Member shall transfer a Unit unless:
- 30.4.1. the proposed transferee, has irrevocably bound itself in writing to become a Member of the Association, automatically against becoming the Owner of an Erf or Unit, and to observe this Constitution, the Design Guidelines, the Builders Code of Conduct, and the Estate Rules for the duration of this ownership of the Erf or Unit;
- 30.4.2. the Association has given its prior written consent to the transfer.

31. COMMUNAL PROPERTY

- 31.1. The Association will take title to the Communal Property, which Communal Property will be transferred to the Association, free of counter value. Registration of the transfer of the Communal Property will be effected by the attorneys appointed by the Developer.
- 31.2. The Association shall be responsible for the control, repair, maintenance and administration of the Communal Property and any buildings, improvements, structures, installations, and devices constructed on or contained in the Communal Property (including but not limited to streetlights and parking) and for all the movable and immovable assets of the Association.
- 31.3. The Board shall control all services, landscaping, irrigation, and amenities in respect of the Communal Property and shall also control access to and use of the Communal Property.
- 31.4. The Association shall comply with all the conditions imposed by the Municipality relating to the conditions of establishment of the township comprising the Development and shall be solely responsible for any non-compliance with such conditions.
- 31.5. The Board may, subject to the directions given or restrictions imposed by an Ordinary Resolution of the Members:

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- 31.5.1. let parts of the Communal Property on terms shorter than ten (10) years;
 - 31.5.2. construct improvements or structures on the Communal Property or remove improvements or structures;
 - 31.5.3. repair, maintain, upgrade, and provide services in respect of the Communal Property;
 - 31.5.4. enter into agreements with service providers and/or other persons in respect of the Communal Property.
- 31.6. No portion of the Communal Property shall be alienated, sold, or let on a long-term lease for a period of 10 (ten) years or longer, or be otherwise disposed of, subdivided, mortgaged, or subjected to any servitudes or other rights to be registered in the Deeds Registry, save as specified in the conditions of approval without the authorisation of the Members by Special Resolution.
- 31.7. The Board shall procure at the costs of the Association general public liability insurance in respect of Communal Property. The amount of the general public liability insurance shall be determined by the Board or by the Members at the Annual General Meeting by Ordinary Resolution.
- 31.8. The Board shall procure at the cost of the Association such fidelity insurance as may be required from time to time in terms of the CSOS Act and as may be deemed necessary by the Board and/or as may be directed by the Members by Ordinary Resolution.
- 31.9. The Board may procure, at the cost of the Association such other insurance against such risks as may be determined by the Board or as may be directed by the Members by Ordinary Resolution.
- 32. RESPONSIBILITY FOR THE PROVISION OF SERVICES**
- 32.1. The responsibility for the Services shall pass from the Developer to the Association on the date of the registration of transfer of the Communal Property from the Developer to the Association.
- 32.2. Subject to clause 32.3, the Association shall be responsible for the provision of, the repair, maintenance, upkeep, and proper control, operation, and administration of the Services and the bulk services accounts in respect of the Development and shall comply with the approvals and conditions of the Municipality and applicable by-laws and regulations.
- 32.3. The Members shall be responsible for the repair and maintenance of the service infrastructure in respect of their Erven and Sections and for the charges due for the provision of such services to them. The Body Corporate shall be responsible for the repair and maintenance of the service infrastructure in respect of the Common Property.
- 32.4. Members must install water-saving devices in toilets, bathrooms, and basins of their buildings. Members must comply with water restrictions or water saving measures introduced by the Municipality or by the Board.
- 32.5. The Board shall be responsible for waste management in respect of the Development. Members must comply with waste minimization measures implemented by the Board from time to time.
- 33. BOOKS OF ACCOUNT AND FINANCIAL STATEMENTS**
- 33.1. The Board shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the Association.

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- 33.2. At each Annual General Meeting the Board shall lay before the Association financial statements for the immediately preceding Financial Year of the Association. Such financial statements shall be drawn up in accordance with generally accepted accounting practise and shall be accompanied by such additional reports as may be necessary at the discretion of the Board.
- 33.3. The Board shall cause all books of account and records to be retained for a period of 6 (six) years after completion of the transaction, acts or operations to which they relate.
- 33.4. On the written application of a Member, the Board shall make all or any of the financial statements, books of account and records available for inspection by or on behalf of the Member during reasonable hours on Business Days and/or furnish them with the copies as may be required against payment of the required charges.
- 33.5. The Auditors shall be appointed by the Board from time to time. Once at least in every year, the accounts of the Association shall be examined, and the correctness of the financial statements shall be ascertained by the Auditors. The duties of the Auditors shall be regulated in accordance with general practise and applicable professional standards.
- 34. DEPOSIT AND INVESTMENT OF FUNDS**
- 34.1. The Board shall cause all moneys received by the Association to be deposited to the credit of an account or accounts with a registered South African commercial bank in the name of the Association. Subject to any directions given or restrictions imposed by an Ordinary Resolution of the Members, such moneys shall only be withdrawn from the bank account for the purpose of payment of the expenses of the Association or for investment purposes.
- 34.2. Any funds of the Association not immediately required for disbursements may be invested in a savings account, money market account or similar account with any registered South African commercial bank or with a Financial Institution approved by the Board from time to time.
- 34.3. The Board may authorise a Managing Agent to administer and operate the accounts referred to in clause 34.1 and 34.2 above, subject to such conditions and restrictions as they may impose.
- 34.4. The Association shall use interest on moneys invested for any lawful purpose in the interest of the Association.
- 35. SERVICE ADDRESSES OF MEMBERS AND OCCUPANTS**
- 35.1. The service address of the Developer shall for the duration of the Development Period be the following address: 3K Arun Place, Old Sir Lowry's Pass Road, Somerset West, 7130.
- 35.2. The Developer may by written notice to the Association alter its service address, provided that such new address may not be a post office box or post restante and provided that such address shall be situated within the Republic of South Africa and shall not be effective until 14 (fourteen) days after receipt of such notice by the Association.
- 35.3. The Service Address for any legal process or delivery of any notice or other document to a Member in terms of this Constitution shall be the street address of the property owned by the Member in the Development. The Service Address of a Body Corporate shall be the address of the Managing Agent or the address of the chairperson of the Body Corporate.
- 35.4. A Member may by written notice to the Association alter his service address, provided that such new address may not be a post office box or post restante and provided that such address shall be situated within the Republic of South Africa and shall not be effective until 14 (fourteen) days after receipt of such notice by the Association.

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- 35.5. The service address for any legal process or delivery of any other document to an Occupant shall be the street address of the property occupied or leased by the Occupant in the Development.
- 36. DELIVERY OF NOTICES**
- 36.1. A notice by the Association to a Member or Occupant in terms of this Constitution, the Design Guidelines, the Builders Code of Conduct, or the Estate Rules shall be in writing and shall be delivered either by hand or by prepaid post properly addressed to the Member or Occupant at his service address. It shall be competent to transmit the notice to a Member or Occupant by telefax or e-mail where the telefax number or e-mail address of the Member or Occupant is recorded with the Association.
- 36.2. The signature to any notice given by the Association may be written or printed, or partly written and partly printed.
- 36.3. Any notice to a Member or Occupant:
- 36.3.1. sent to him by prepaid post in a correctly addressed envelope to his service address, shall be deemed to have been received on the 5th day after the date when the notice was posted; or
 - 36.3.2. if delivered by hand to the Member or Occupant, or to a responsible person at the service address of the Member or Occupant, shall be deemed to have been received on the day of delivery; or
 - 36.3.3. if successfully transmitted by telefax to the recorded telefax number of the Member or Occupant, shall be deemed to have been received on the 1st day after the date of transmission; or
 - 36.3.4. if sent by e-mail to the recorded e-mail address of the Member or Occupant, shall be deemed to have been received on the 1st day after the date of the e-mail.
- 36.4. Notwithstanding anything to the contrary herein contained, a written notice actually received by a Member or Occupant shall be adequate written notice to such Member or Occupant notwithstanding that it was not delivered in accordance with clause 36.1 above.
- 37. INDEMNITY**
- 37.1. The Developer, the Board, the Managing Agent and each servant, agent or employee of the Association shall be and they are hereby indemnified by the Association against any liabilities bona fide (in good faith) incurred by them in their respective capacities in the proper discharge of any of their duties including, without limitation, the costs of defending any proceedings, civil, criminal or otherwise arising out of the due execution by them of their duties, and including all costs, losses and expenses, including traveling expenses which they or any of them may incur or becomes liable for by reason of any contract entered into, or any act or deed done, by them in the due discharge of any of their respective duties.
- 37.2. A Trustee or the Developer shall not be liable for the act or omission of the Managing Agent or of any of the other Trustees whether in their capacity as such or as Chairperson or for any loss or expense sustained or incurred by the Association occasioned by any bona fide error of judgement or oversight on his part or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties in relation thereto, unless same shall have occurred as a result of mala fides (bad faith), breach of duty or breach of trust.

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- 37.3. The Developer is irrevocably indemnified against any loss or any possible damages or claim for damages that the Association, a Member, an Owner, Occupant, Invitee or contractor may suffer on the Communal Property, or as a result of any installation of any Service or facility, or any act or conduct by the Developer in the exercising of the Development Rights, whether that such damage was caused by any wilful or negligent act of the Developer.
- 38. BREACH OF THIS CONSTITUTION OR ANNEXURES**
- 38.1. The Board or the Managing Agent may on behalf of and in the name of the Association institute legal proceedings against any Members or Occupants who are in breach of any of the provisions of this Constitution, the Design Guidelines, the Builders Code of Conduct, or the Estate Rules.
- 38.2. If a Member commits a breach of any provision of this Constitution, the Design Guidelines, the Builders Code of Conduct or the Estate Rules by failing to pay on due date any Levies, penalties, or any other amounts payable by such Member to the Association, the Board or the Managing Agent may give notice to such Member requiring him to remedy such breach within a period of 10 (ten) days from the date of the notice. Should the Member fail to timeously remedy the breach, the Board may on behalf of the Association institute legal proceedings against the Member without further notice in any court of competent jurisdiction for the payment of the overdue Levies, penalties and/or other amounts.
- 38.3. Save for clause 38.2 above, if a Member commits any other breach of any provision of this Constitution, the Design Guidelines, the Builders Code of Conduct or the Estate Rules and fails to commence to remedy that breach within a period of 10 (ten) days from the date of the written notice to that effect by the Board or the Managing Agent, and to complete the remedying of such breach within a reasonable time or as may be specified in the notice, then the Board or the Managing Agent shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the Association, or the Board or any other Member, may have in terms of this Constitution, or in law, including the right to claim damages, to:
- 38.3.1. enter upon the Erf or Common Property to take such action as may reasonably be required to remedy the breach and the Member shall be liable to the Association for all costs so incurred, which costs shall be due and payable upon demand and may be added to the levy account of the Member; and/or
 - 38.3.2. impose a fine on the Member in terms of clause 40 of this Constitution; and/or
 - 38.3.3. institute legal proceedings in any court of competent jurisdiction for such relief as the Board may consider necessary; and/or
 - 38.3.4. apply in terms of the CSOS Act for an appropriate order as the Board may consider necessary.
- 38.4. In the event that the Board institutes proceedings against a Member in terms of the foregoing provisions, the Board shall be entitled to recover from such Member all costs, including all legal costs on the scale as between attorney and own client together with collection commission, advocate's fees, tracing fees, collection fees, administrative costs and all other expenses and charges incurred by the Association in obtaining recovery of arrear Levies or other amounts due to the Association, or in enforcing compliance with the provisions of this Constitution, the Design Guidelines, the Builders Code of Conduct or the Estate Rules. Any such costs, fees or charges due by an Owner of a Unit to the Association, may be recovered from the Body Corporate on behalf of the Owner of the Unit.
- 38.5. Should any Member fail to pay any amount due by that Member to the Association on the due date, then such Member shall pay interest on the amount outstanding from time to time at the Prime Rate plus 5% (five percent) per annum.

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- 38.6. In the event of any breach of this Constitution, the Design Guidelines, the Builders Code of Conduct or the Estate Rules by an Occupant or Invitee, such breach shall be deemed to have been committed by the Owner but, without prejudice to the foregoing, the Board shall be entitled to take or cause to be taken such steps against the person who committed the breach as they may in their discretion deem fit, with or without proceedings against the Owner.
- 38.7. Nothing in this clause shall be construed as prohibiting or preventing the Board, if considered necessary by them, from applying to court for an interdict or other urgent relief against any Member in breach of this Constitution, the Design Guidelines, the Builders Code of Conduct or the Estate Rules or in the event of a threatened or impending or ongoing breach by such Member of this Constitution, the Design Guidelines, the Builders Code of Conduct or the Estate Rules.
- 38.8. Nothing in this clause shall derogate from or in any way diminish the right of the Board (as they may, in their sole and absolute discretion resolve) to refer a dispute for dispute resolution proceedings in terms of clause 39 of this Constitution.
- 38.9. Aforesaid provisions may, where applicable, also be applied mutatis mutandis (with the necessary changes having been made) to Owners, Occupants, and Invitees.
- 39. DETERMINATION OF DISPUTES**
- 39.1. Should any deadlock or dispute (other than a dispute in respect of which urgent relief may be obtained from a court of competent jurisdiction) arise or a deadlock exist in relation to any matter which requires consensus between a Member or Members and/or between a Member and the Board in the widest sense (hereinafter collectively referred to as a "dispute") in connection with—
- 39.1.1. the interpretation of;
 - 39.1.2. the effect of;
 - 39.1.3. their respective rights or obligations under;
 - 39.1.4. a breach of (save for non-payment of Levies or any other amount due by a Member in terms of this Constitution),
- this Constitution, the Design Guidelines, the Builders Code of Conduct or the Estate Rules such dispute will, unless resolved amongst the persons to the dispute or by an internal dispute resolution mechanism, be referred to and be determined by mediation or arbitration in terms of this clause 39, provided that a person to the dispute has demanded the dispute resolution by written notice to the other persons (to the dispute) and provided further that the person desiring such dispute resolution has first resorted to the internal dispute resolution mechanism in terms of clause 39.2, before either proceeding with mediation and arbitration procedures in terms of the ensuing provisions of clause 39.
- 39.2. In the event of any dispute arising, the parties to the dispute must in the first instance engage each other in good faith with a view to resolving the dispute within a period 7 (seven) Business Days after the date on which the dispute was referred to them. For the purpose of engaging and as an internal dispute mechanism the parties to the dispute may engage telephonically, and/or in writing and/or schedule a joint meeting and/or refer the dispute to the Board for consideration at a Board meeting, which meeting/s must be recorded in writing.
- 39.3. Only in the event of the dispute not being resolved by the internal dispute mechanism as contemplated in clause 39.2 may the dispute be referred to a mediator and/or arbitrator as contemplated in the ensuing provisions of clause 39.

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- 39.4. Prior to any dispute as aforesaid being determined by arbitration, immediately upon any person (to the dispute) requesting such arbitration, the dispute will be referred forthwith to a mediator for attempted resolution by such mediator, on the following basis:
- 39.4.1. the mediation will be conducted by a mediator selected by agreement between the persons (to the dispute) and failing such agreement within seven (7) Business Days after a written request by the aggrieved person (to the dispute) to the others for such mediation, nominated on the application of either person by the chairperson for the time being of the Legal Practice Council Western Cape, or its lawful successor;
 - 39.4.2. the persons (to the dispute) will not be entitled to be represented at any hearing before or at any meeting or in any discussion with the mediator except personally if an individual Member, or by a director of the company or member of a close corporation or trustee of a trust, who is the Member, or by a Trustee in the instance of the Association provided that, during the Development Period, such Trustee shall be a Developer Trustee;
 - 39.4.3. the mediator will, as he deems fit, follow formal and/or informal proceedings and receive evidence on submission, orally or in writing, sworn or unsworn, at joint meetings, with the persons (to the dispute) or separately as from any person whom he considers can assist in the formulation of his opinion, provided that:
 - 39.4.3.1. each person (to the dispute) will be given reasonable opportunity of presenting evidence and submissions and of responding to evidence and submissions of any other person (to the dispute); and
 - 39.4.3.2. each person (to the dispute) will be given full details of any evidence on submission received by the mediator from any other person (to the dispute) or any other person otherwise than at a meeting where all the persons (to the dispute) are present;
 - 39.4.3.3. the mediator will have the power to propose to the persons (to the dispute) compromise settlements or agreements for the whole or portion of the dispute;
 - 39.4.4. the mediator will as soon as is reasonably practicable give to each of the persons (to the dispute) his written opinion on the dispute, recording the details of any agreement reached between the persons (to the dispute) during the mediation;
 - 39.4.5. the mediator's opinion will become binding on the persons (to the dispute) only to the extent correctly recorded as being agreed by the persons in the mediator's written opinion or otherwise as recorded in writing to the persons (to the dispute) subsequent to the receipt of the mediator's opinion;
- 39.5. the disputes on any matter still unresolved after the application of the foregoing provisions will be resolved by arbitration as set out below;
- 39.5.1. save for reference to any portion of the mediator's opinion which has become binding in terms of clause 39.4.5, no reference will be made by or on behalf of any person (to the dispute) in any proceedings after mediation, to the mediator's opinion, or to the fact that any particular evidence was given, and to any submission statement or admission made in the course of the mediation; and/or

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- 39.5.2. in respect of the nature of the mediator's opinion, each of the persons will pay his own costs arising from this mediation and the persons (to the dispute) will pay in equal shares the fees and disbursements of the mediation based upon a scale of fees as agreed between the mediator and the persons (to the dispute) before the commencement of the mediation, and failing which agreement as determined by a nominee of the chairperson for the time being of the Legal Practice Council Western Cape, or its lawful successor, as being fair and reasonable regard being had to the work done by the mediator.
- 39.6. Any person subject to the provisions of this Constitution may demand that a dispute be determined by arbitration by written notice given to any other person subject to this Constitution.
- 39.7. This clause 39 will not preclude any party (subject to the provisions of this Constitution) from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 39.8. The arbitration will be held –
- 39.8.1. at a mutually acceptable place or venue in Paarl or in Cape Town;
- 39.8.2. with only the legal and other representatives of the persons to the dispute present thereat;
- 39.8.3. mutatis mutandis in accordance with the provisions of the Superior Courts Act, as amended, the rules promulgated in terms of that Act and the practice of the Western Cape High Court otherwise in terms of the Arbitration Act, 1965 (Act No. 42 of 1965), as amended;
- it being the intention that the arbitration will be held and completed within 21 (twenty-one) Business Days after it was demanded.
- 39.9. The arbitrator, who will be a single arbitrator, will be, if the matter in dispute is principally-
- 39.9.1. a legal matter, a practising advocate or attorney of at least ten (10) years' standing;
- 39.9.2. an accounting matter, a practising chartered accountant and registered auditor of at least ten (10) years' standing;
- 39.9.3. any other matter, any independent person; agreed upon between the persons to the dispute.
- 39.10. Should the persons to the dispute fail to agree whether the dispute is principally a legal, accounting, or other matter within 7 (seven) Business Days after the arbitration was demanded, the matter will be deemed to be a legal matter.
- 39.11. Should the persons to the dispute fail to agree on an arbitrator within 7 (seven) Business Days after the expiry of the period referred to in clause 39.10, the arbitrator will be appointed at the request of any person to the dispute by the provincial director for the time being of the Legal Practice Council Western Cape, or its lawful successor or nominee.
- 39.12. The decision of the arbitrator will be final and binding on the persons to the dispute and may be made an order of the High Court at the instance of any of the persons to the dispute.

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- 39.13. The persons to the dispute are deemed to have consented to the jurisdiction of the Western Cape High Court in respect of any proceedings referred to in clause 39.12.
- 39.14. The persons to the dispute must and will keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential and not disclose it to anyone except for purposes of an order to be made in terms of clause 39.12.
- 39.15. The provisions of this clause 39 -
- 39.15.1. constitute an irrevocable consent by the persons to any proceedings in terms of this Constitution and no person (subject to this Constitution) will be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and
- 39.15.2. are severable from the rest of this Constitution and will remain in effect despite the termination of or invalidity for any reason of this Constitution.
- 39.16. The above remedies subsist without prejudice to the right of the Board or any other party to the dispute to institute legal proceedings by an application, action or otherwise in any court having jurisdiction for any matter relating to this Constitution or the Annexures or relating to the Development and Association.
- 39.17. The above remedies subsist without prejudice to the right of any part to apply to CSOS in terms of the CSOS Act for an appropriate order, upon the failure of the internal dispute resolution mechanism referred to in clause 39.2 above.
- 39.18. Aforesaid provisions may, where applicable, also be applied mutatis mutandis (with the necessary changes having been made) to Owners or Occupants.

40. IMPOSITION OF PENALTIES

- 40.1. If the conduct of a Member, Occupant or Invitee constitutes a nuisance in the opinion of the Board or a contravention of a provision of this Constitution, the Design Guidelines, the Builders Code of Conduct or the Estate Rules, the Board may by written notice inform the Member of the nuisance or contravention and warn the Member that if the Member or the Occupant fails to remedy the contravention, or persists in, or repeats such conduct or contravention, a penalty will be imposed on the Member concerned.
- 40.2. If, notwithstanding the written notice in terms of clause 40.1 above, the Member, Occupant or Invitee fails to remedy the contravention or persist in or repeats such conduct or contravention, the Board may, by written notice impose a penalty on the Member. A written notice must be addressed to the Member specifying the penalty imposed, the reasons for imposing the penalty and informing the Member that if he disputes the decision of the Board, he must submit a signed and motivated complaint to the Board within 10 (ten) days after the date of the written notice.
- 40.3. The penalty imposed under clause 40.2 above, shall become due on the date of the written notice and must be paid within 10 (ten) days after the date of the written notice. Should the penalty remain unpaid, it shall be added to the Member's levy statement and shall be recovered from the Member in the same manner as applies to arrear Levies, together with interest at the interest rate applicable to arrear Levies.
- 40.4. The Board shall, from time to time, determine the amounts of penalties in respect of the various

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contraventions and in respect of first and successive contraventions, subject to the directions given or restrictions imposed by the Members on the Board by Ordinary Resolution passed at General Meetings of the Association.

- 40.5. A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Member shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and may be liable for a penalty in respect of each such separate contravention.
- 40.6. A Member may at every step of the process as defined in this clause submit a signed and motivated complaint to the Board. If a Member disputes the decision of the Board to impose a penalty or the amount of the penalty imposed, the Member must within 10 (ten) days after the date of the written notice in terms of clause 40.3 submit a signed and motivated complaint to the Board.
- 40.7. Upon receipt of the complaint, the Board may:
- 40.7.1. withdraw or reduce the penalty; or
- 40.7.2. schedule a Board meeting for the purpose of considering the objection and invite the Member to attend the meeting and/or to be represented at the meeting.
- 40.8. At the said Board meeting referred to in clause 40.7.2 above, the Member shall have the right to:
- 40.8.1. present his case and any evidence, including the calling of witnesses to substantiate his case;
- 40.8.2. cross-examine any person called as a witness in support of the charge;
- 40.8.3. have access to documents produced in evidence; and
- 40.8.4. produce mitigating factors.
- 40.9. The failure of the Member charged to attend the Board meeting referred to in clause 40.7.2 and 40.8 shall not render the proceedings at the meeting void. Should the Member or his representative not attend the Board meeting without providing a reasonable request for postponement, the Board may in their sole discretion continue with the Board meeting and consider the objection in the absence of the Member.
- 40.10. Upon the conclusion of the Board meeting, the Board shall deliberate the evidence, and if so resolved, they may:
- 40.10.1. uphold the penalty; or
- 40.10.2. withdraw or reduce the penalty.
- 40.11. The aforementioned provisions may, where appropriate, also be applied mutatis mutandis (with the necessary changes having been made) to Occupants and Invitees
- 41. CONDITIONS IMPOSED BY THE MUNICIPALITY**
- 41.1. During the Development Period, this Constitution may from time to time be amended by the Developer, without the need to be approved by the Association in a General Meeting, so as to comply with the requirements from time to time of the Municipality in relation to the conditions of establishment for Firwoods Estate or any subdivisions thereof, or any other land which may be added to Firwoods Estate by the Developer, in his sole discretion.

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- 41.2. The Developer and every Owner must at all times, during and after the establishment of Firwoods Estate conform to the Development Controls.

42. AGREEMENTS CONCLUDED ON BEHALF OF THE ASSOCIATION

- 42.1. The Developer may enter into agreements and appoint any service provider on behalf of the Association for the Development Period, which agreements and/or appointments will be automatically effective and binding on the Association and the Members during and after the Development Period, for the duration of the agreement, but provided that such service provider fulfil all its obligations and all the other terms and conditions of the agreement thus concluded.

- 42.2. It is recorded that the Members will be bound by all contracts concluded by the Developer for the leasing or purchase of all equipment or infrastructural assets, or for the provision of security or access control for the Development, or for the provision of any other service or supplies for the Development which the Developer may consider necessary in its discretion, even where such contracts or commitments include the payment of costs or outgoings on an ongoing basis.

43. DEFAMATION PRIVILEGE

Every Member shall be deemed to have waived as against every other Member, and Trustee, and the Board, or any committee appointed by the Association, 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 Board meeting, or at a General Meeting, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of this Constitution, 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, unless made in bad faith or in gross negligence.

44. EXCLUSION OF LIABILITY

- 44.1. Any person present on the Communal Property or using any facilities or Services of the Association within the Development, does so entirely at his own risk. The right of admission to the Development is reserved in favour of the Developer and/or the Association, as the case may be.
- 44.2. Subject to clause 44.4 a Member or Occupant shall not have any claim against the Association, the Board, the Managing Agent, or any of the employees of the Association of whatsoever nature arising from the use of the Communal Property or the facilities or Services of the Association nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.
- 44.3. Subject to clause 44.4 the Association, the Board, the Managing Agent, and the employees of the Association shall not be liable for any injury to any person (including loss of life) or loss or damage of any property, which a person may suffer or sustain whether directly or indirectly in or about the Communal Property, regardless of the cause thereof.
- 44.4. Any claim by a Member or Occupant or any other person present in the Development shall be limited to the amount actually recovered by the Association from the receipt of proceeds of the public liability insurance of the Association, if any. If and to the extent that the Association does not have any such public indemnity liability insurance or the proceeds received are insufficient, no such person shall have any claim against the Association, except in the case of bad faith or gross negligence.

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45. AMENDMENT OF THE CONSTITUTION AND ANNEXURES

- 45.1. The provisions of this Constitution may be added to, amended, substituted, or repealed from time to time by the Developer in its sole discretion for the duration of the Development Period. Any such amendments as contemplated herein will only be communicated by the Developer to the Managing Agent and the Developer will therefore not be obliged to communicate these changes to the Members.
- 45.2. The provisions of this Constitution may be added to, amended, substituted, or repealed from time to time by a Special Resolution of the Members of the Association.
- 45.3. The amendment, addition, substitution, or repeal of any clause of this Constitution by the Members shall be effective on the adoption of a Special Resolution. If the amendment affects the Municipality or any provision mentioned in section 29(3) of the MPBL, this Constitution, as approved by the Association, shall be submitted to the Municipality for approval and will only become effective on the date of such approval.
- 45.4. The Site Development Plan may be amended from time to time by the Developer in its sole discretion for the duration of the Development Period.
- 45.5. The Design Guidelines may be compiled, added to, amended, substituted, or repealed from time to time by the Developer in its sole discretion for the duration of the Development Period and thereafter by a Board resolution.
- 45.6. The Builders Code of Conduct may be compiled, added to, amended, substituted, or repealed from time to time by the Developer in its sole discretion for the duration of the Development Period and thereafter by a Board resolution.
- 45.7. The Estate Rules may be compiled, added to, amended, substituted, or repealed from time to time by the Developer in its sole discretion for the duration of the Development Period and thereafter by a Board resolution.
- 45.8. Any amendment, addition, substitution, or repeal of any clause of this Constitution shall, on becoming effective, be submitted to the Commissioner, Tax Exemption Unit of the South African Revenue Services for the purpose of re-evaluating the status of the Association as tax exempt.

46. ASSOCIATION CEASES TO FUNCTION

- 46.1. If the Association ceases to function or carry out its obligations, any affected person, including a Member of the Association may in terms of section 30(1) of the MPBL apply:
- 46.1.1. to disestablish the Association subject to the amendment of the conditions of approval to remove the obligation to establish an owners' association, and the amendment of the title conditions pertaining to the Association, to remove any obligation in respect of an Association.
- 46.1.2. for appropriate action by the Municipality to rectify a failure of the Association to meet any of its obligations in respect of the control over or maintenance of services contemplated in subsection 29(3)(b) of the MPBL; or
- 46.1.3. to the High Court to appoint an administrator who must exercise the powers of the Association to the exclusion of the Association.
- 46.2. In considering an application in terms of the section 30(1)(a) of the MPBL, the Municipality must have regard to:

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- 46.2.1. the purpose of the Association;
 - 46.2.2. who will take over the control over and maintenance of services for which the Association is responsible; and
 - 46.2.3. the impact of the disestablishment of the Association on the Members of the Association and the community concerned.
- 46.3. The Association must make arrangements for the transfer of the Communal Property in the event that the Association ceases to function.
- 46.4. The Municipality or the affected person may recover from the Members of the Association the amount of any expenditure incurred by the Municipality or that affected person, as the case may be, in respect of any action taken in terms of this clause. The amount of any expenditure so recovered is considered to be expenditure incurred in connection with the Association.
- 46.5. In the event that the Association has ceased to function, and an Owner wishes to transfer an Erf or Unit in that event, the Owner must obtain the consent of at least 60% (Sixty Percent) of the Members of the Association, which consent is deemed to be the consent of the Association.
- 47. WINDING UP OF ASSOCIATION**
- 47.1. The Association may be wound up by Special Resolution of the Members in General Meeting or by an order of the High Court.
- 47.2. In the event of such winding up, it shall be the duty of the Board to comply with the conditions imposed in terms of the Special Resolution or court order of the High Court and with applicable legislation.
- 48. AGRICULTURAL ERF**
- 48.1. The Owner of the Agricultural Erf shall have the right to farm on the Erf (or to contract with a farmer to do so on its behalf), but shall not be obliged to do so. The Agricultural Erf shall be farmed under one legal entity or person and no shared rights shall be allowed.
- 48.2. The Owner must manage their Agricultural Erf in accordance with dedicated Agricultural Management Procedures appended to the Environmental Management Plan. No activities may take place in the Agricultural Erf other than those provided for in terms of the agricultural zoning.
- 48.3. Any construction pertaining to such agricultural activities shall be confined to those required to facilitate the agricultural activity on the subject property. The planning and design of a building on the Agricultural Erf will be subject to the standard approval procedures of the Association and Heritage Western Cape. No building or infrastructure may be constructed in respect of the Agricultural Erf without the approval of the Board, which consent shall not be unreasonably withheld.
- 48.4. Access to the Agricultural Erf shall be restricted via the registered servitudes and as specifically may be agreed upon between the Association and the Owner of the Agricultural Erf from time to time.
- 48.5. The Board and employees and/or contractors appointed by the Association and/ or the security personnel of the security company contracted from time to time by the Association, shall have access to the Agricultural Erf for any purpose reasonably required in terms of this Constitution, including for the purpose of patrolling the security perimeter and repairing and maintaining the security perimeter from time to time.

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- 48.6. Members and Occupants of Erven in the Development may periodically be exposed to the effects of standard agricultural activities on the Agricultural Erf, which may result in a temporary inconvenience. The mitigation of such effects is addressed in the Agricultural Management Procedures appended to the Environmental Management Plan.

49. ESTATE FACILITIES

- 49.1. The Developer may in its sole discretion decide on the services to be provided in respect of the Estate Facilities. For this purpose, the Developer or the Owner of the Estate Facilities shall in its sole discretion conclude agreements from time to time with service providers of its choice for the aforesaid facilities.
- 49.2. The Developer or the Owner of the Estate Facilities may make rules from time to time as regard to the use, and terms of use of the Estate Facilities by the Members and/or Occupiers and shall determine the fees and charges payable by the Association to the Developer or to the Owner of the Estate Facilities in respect thereof from time to time.
- 49.3. The Members of the Association may make use of the Estate Facilities and the services provided, subject to availability, provided they comply with the terms of use of such facilities and that they pay the required fees, costs, or charges due to the service providers.

50. DEVELOPER'S RIGHTS, POWERS, DUTIES AND EXEMPTIONS

- 50.1. The Developer has a continuing and permanent interest in ensuring that certain provisions are entrenched for purpose of ensuring the success of the Development. Accordingly, notwithstanding anything to the contrary herein contained, no provision of this Constitution may be deleted, amended, or varied in any way during the Development Period without the prior written consent of the Developer.
- 50.2. The Developer shall, in its sole discretion, apply for and, subject to approval by the Municipality, develop Firwoods Estate, initiate development projects, establish Bodies Corporate, amend the layout and/or zoning and/or size and/or boundaries of erven, and/or, subdivide or consolidate erven and submit applications for approval or consent use to the Municipality.
- 50.3. The Developer intends to develop and market Firwoods Estate in phases as the Developer deems fit in its sole discretion. Owners and Occupiers may accordingly be exposed to such associated activities which may result in an amount of inconvenience and Members shall not interfere with or obstruct the Developer from proceeding with the Development in phases or to lodge an objection with any competent authority in respect of any such phased development.
- 50.4. The Developer shall be entitled to register servitudes in respect of the Land and any portion thereof as may be required to comply with the conditions of approval or for any reasonable purposes.
- 50.5. The Developer shall for the duration of the Development Period enjoy unrestricted rights to gain access and egress from and to the Land and to continue with building operations.
- 50.6. The Developer shall for the duration of the Development Period enjoy unrestricted rights with regard to the marketing of the Development and, in particular, the right to erect signage within the Development.
- 50.7. The Developer may during the Development Period execute and to enter into on behalf of the Association all and any agreements as may be required to give effect to the provisions of this Constitution.

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- 50.8. The Developer shall for the duration of the Development Period be entitled to appoint a Managing Agent in respect of the Development and is empowered to delegate the management of the affairs and the business of the Association, whether in whole or in part, to such Managing Agent.
- 50.9. The Developer shall be entitled for the duration of the Development Period to register such servitudes as may be required.
- 50.10. The Developer shall for the duration of the Development Period be entitled to appoint an Architect in respect of the Development.
- 50.11. The Developer shall for the duration of the Development Period have the power and right to engage on behalf of the Association the services of accountants, auditors, attorneys, engineers, town planners, or any other professional firm or person or other employees whatsoever, for any reason deemed necessary by the Developer, on such terms as the Developer may decide.
- 50.12. The Developer is authorised to open a banking account with a commercial bank or Financial Institution of the Developer's choice in the name of the Association.
- 50.13. No business of a Property Sales Agent/Agency or Property Letting Agent/Agency, may ever be conducted from any Erf or Unit in the Development, save for such Agencies appointed by the Developer during the Development Period, which appointments may be binding on the Association for an indefinite period of time, in the sole and absolute discretion of the Developer. This clause may not be repealed, except with the written consent of the Developer.
- 50.14. The Developer or its nominee shall have the right to conduct an estate agency business in the Development.
- 50.15. The Developer shall for the duration of the Development Period be entitled to formulate a policy and rules for the approval of estate agents for the Association. The Developer may approve estate agents for the Association to attend to marketing/sales and letting of Erven in the Development. The Developer may approve estate agents for the Association to attend to marketing/sales and rentals of Erven in the Development to enable Owners to have assistance from competent and informed estate agents when selling or letting their properties. An estate agent must apply to the Developer for approval and must provide the Developer with his fidelity fund certificate and such further documents as may be required. An Owner must appoint an estate agent approved by the Developer to secure a prospective purchaser for his Erf. An Owner must appoint an estate agent approved by the Developer to secure a prospective tenant for his Erf.
- 50.16. The Developer shall for the duration of the Development Period be entitled to appoint Developer Trustees. For the duration of the Development Period, the Developer Trustees shall have a right to veto any resolution of the Board.
- 50.17. For the duration of the Development Period no General Meeting of the Association shall proceed unless the Developer is represented at the meeting.
- 50.18. For the duration of the Development Period, the Developer shall have a right to veto any Ordinary Resolution or Special Resolution of the Members. For the duration of the Development Period, the Developer shall on a show of hands or on a poll be entitled to the number of votes equal to the number of votes of the Members plus 1 (one) vote.
- 50.19. During the Development Period, the Developer, shall have no liability or obligation to pay or to contribute to any Levies to the Association in respect of the Erven owned by the Developer. For

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- the duration of the Development Period the Developer shall be exempt from paying fines to the Association.
- 50.20. For the duration of the Development Period the Developer will not be required to submit building plans to the Board for approval in respect of any buildings or improvements constructed by the Developer on any Erf in the Development.
- 50.21. During the Development Period, this Constitution may from time to time be amended by the Developer to comply with the requirements from time to time of the Municipality.
- 50.22. No provision of this Constitution shall be added to, amended, substituted, or repealed without the prior written consent of the Developer for the duration of the Development Period.
- 50.23. The Developer may at any time, during the Development Period, in writing, cede delegate and/or assign all or any of its rights or obligations in terms of this Constitution to any transferee of its choice and such transferee shall be entitled to take cession/delegation of all such rights and obligations.
- 50.24. During the Development Period, the Developer may, at any time in writing, abandon in whole or in part, any of its rights which it is entitled to in terms of this Constitution, in which event the abandoned rights of the Developer will cease and vest in the Association, the Board or the Members, as the case may be.
- 50.25. The Members shall be bound by the decision of the Developer in terms of this clause and shall have no claim of whatever nature against the Developer arising therefrom. Insofar as a consent of a Member may be required, the Developer is irrevocably granted a power of attorney to grant any/all consents on behalf of the Members as may be required.

GENERAL NOTES

1. ALL WORK IS TO BE IN ACCORDANCE WITH THE HAZARDOUS WASTE HANDLING AND TREATMENT REGULATIONS (HWTR) AND THE HAZARDOUS WASTE (CONTROL AND MANAGEMENT) REGULATIONS (HWMR).
2. ALL WORK IS TO BE IN ACCORDANCE WITH THE HAZARDOUS WASTE (CONTROL AND MANAGEMENT) REGULATIONS (HWMR) AND THE HAZARDOUS WASTE (CONTROL AND MANAGEMENT) REGULATIONS (HWMR).
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

REVISIONS

NO.	DATE	DESCRIPTION
1	15/01/2024	ISSUED FOR TENDER
2	20/02/2024	REVISIONS TO ADDRESS COMMENTS
3	15/03/2024	FINAL REVISIONS

Issue 3/1

FIRWOODS
ARUN
EBC 8862
PAARL

REFUSE FACILITY DIAGRAM

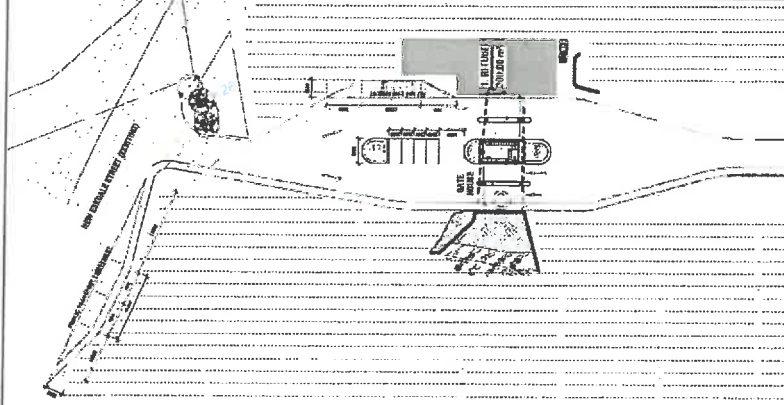
DATE: 01 AR 2007

SCALE: AS SHOWN @ 1:1

DRAWN BY: PAARL

SCALE: AS SHOWN @ 1:1

nvnorm



1 | GATE HOUSE DIAGRAM
1:500



C



2 | PROPOSED FIRGROVE SITE PLAN
1:2000



D

ANNEXURE P



Western Cape
Government

Department of Environmental Affairs and Development Planning

D'mitri Matthews

Directorate: Development Management, Region 1

D'mitri.Matthews@westerncape.gov.za | Tel: 021 483 8350

REFERENCE: 16/3/3/1/B3/28/1032/22
NEAS REFERENCE: WCP/EIA/0001100/2022
DATE OF ISSUE: 02 December 2022

The Board of Directors
Bello Campo (Pty) Ltd
P. O. Box 43
SOMERSET MALL
7137

Attention: H. Campbell

Tel.: (021) 850 9680
Email: murray@arun.co.za

Dear Sir

APPLICATION FOR ENVIRONMENTAL AUTHORISATION AND THE ADOPTION OF A WATERCOURSE MAINTENANCE MANAGEMENT PLAN ("MMP") IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT 107 OF 1998) AND THE ENVIRONMENTAL IMPACT ASSESSMENT REGULATIONS, 2014, (AS AMENDED): PROPOSED DEVELOPMENT OF ERF NO. 8892, PAARL

1. With reference to the above application, the Department hereby notifies you of its decision to **grant** Environmental Authorisation and to **adopt the MMP**, attached herewith, together with the reasons for the decision.
2. In terms of Regulation 4 of the Environmental Impact Assessment Regulations, 2014, (as amended), you are instructed to ensure, within 14 days of the date of the Environmental Authorisation, that all registered Interested and Affected Parties ("I&APs") are provided with access to and reasons for the decision, and that all registered I&APs are notified of their right to appeal.
3. Your attention is drawn to Chapter 2 of the National Appeal Regulations, 2014 (as amended), which prescribes the appeal procedure to be followed. This procedure is summarized in the attached Environmental Authorisation.

Yours faithfully

**Zaahir
Toefy**

Digitally signed by
Zaahir Toefy
Date: 2022.12.02
09:07:16 +02'00'

MR. ZAAHIR TOEFY

DIRECTOR: DEVELOPMENT MANAGEMENT (REGION 1)

DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING

CC: (1) C. Winter (Drakenstein Municipality)

Email: cindy.winter@drakenstein.gov.za

(2) C. Williams (Guillaume Nel Environmental Consultants)

Email: cahlan@gnec.co.za

(3) A. Duffel-Canham (CapeNature)

Email: aduffel-canham@capenature.co.za

(4) C. van der Walt (Department of Agriculture)

Email: cor.vanderwalt@westerncape.gov.za

(5) K. Mohlodini (Department of Water and Sanitation)

Email: mohlodinik@dws.gov.za

REFERENCE: 16/3/3/1/B3/28/1032/22
NEAS REFERENCE: WCP/EIA/0001100/2022
DATE OF ISSUE: 02 December 2022

ENVIRONMENTAL AUTHORISATION

APPLICATION FOR ENVIRONMENTAL AUTHORISATION AND THE ADOPTION OF A WATERCOURSE MAINTENANCE MANAGEMENT PLAN ("MMP") IN TERMS OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT 107 OF 1998) AND THE ENVIRONMENTAL IMPACT ASSESSMENT REGULATIONS, 2014, (AS AMENDED): PROPOSED DEVELOPMENT OF ERF NO. 8892, PAARL

With reference to your application for the abovementioned, find below the outcome with respect to this application.

DECISION

By virtue of the powers conferred on it by the National Environmental Management Act, 1998 (Act No. 107 of 1998) ("NEMA") and the Environmental Impact Assessment ("EIA") Regulations, 2014 (as amended), the Competent Authority herewith **grants Environmental Authorisation** to the applicant to undertake the listed activities specified in Section B below with respect to the Layout Alternative 1, described in the Basic Assessment Report ("BAR"), dated August 2022.

In terms of the NEMA, viz, the EIA Regulations, 2014 (as amended) (in Government Gazette No. 40772 of 7 April 2017) the Competent Authority hereby **adopts the MMP** for maintenance for proposed activities associated with the Berg River and rehabilitation of the riparian zone.

The applicant for this Environmental Authorisation is required to comply with the conditions set out in Section E below.

A. DETAILS OF THE APPLICANT FOR THIS ENVIRONMENTAL AUTHORISATION

Bello Campo (Pty) Ltd
% H. Campbell
P. O. Box 43
SOMERSET MALL
7137

Tel.: (021) 850 9680
Email: murray@arun.co.za

The abovementioned applicant is the holder of this Environmental Authorisation and is hereinafter referred to as "**the holder**".

B. LIST OF ACTIVITIES AUTHORISED

Listed activities	Activity/Project Description
<p>EIA Regulations Listing Notice 1 of 2014: Activity Number 12 The development of—</p> <ul style="list-style-type: none"> (i) dams or weirs, where the dam or weir, including infrastructure and water surface area, exceeds 100 square metres; or (ii) infrastructure or structures with a physical footprint of 100 square metres or more; <p>where such development occurs—</p> <ul style="list-style-type: none"> (a) within a watercourse; (b) in front of a development setback; or (c) if no development setback exists, within 32 metres of a watercourse, measured from the edge of a watercourse; — <p>excluding—</p> <ul style="list-style-type: none"> (aa) the development of infrastructure or structures within existing ports or harbours that will not increase the development footprint of the port or harbour; (bb) where such development activities are related to the development of a port or harbour, in which case activity 26 in Listing Notice 2 of 2014 applies; (cc) activities listed in activity 14 in Listing Notice 2 of 2014 or activity 14 in Listing Notice 3 of 2014, in which case that activity applies; (dd) where such development occurs within an urban area; (ee) where such development occurs within existing roads, road reserves or railway line reserves; or (ff) the development of temporary infrastructure or structures where such infrastructure or structures will be removed within 6 weeks of the commencement of development and where indigenous vegetation will not be cleared. 	<p>The development entails the establishment of a 950m long footpath along the Berg River. The development footprint of the footpath will approximately 1668m².</p>
<p>Activity Number 19 The infilling or depositing of any material of more than 10 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 10 cubic metres from a watercourse;</p> <p>but excluding where such infilling, depositing, dredging, excavation, removal or moving—</p>	<p>A berm of approximately 19 221 m² directly adjacent to and, in some parts, encroaching into the delineated edge of the Berg River, will be removed.</p>

<p>(a) will occur behind a development setback;</p> <p>(b) is for maintenance purposes undertaken in accordance with a maintenance management plan;</p> <p>(c) falls within the ambit of activity 21 in this Notice, in which case that activity applies;</p> <p>(d) occurs within existing ports or harbours that will not increase the development footprint of the port or harbour; or</p> <p>(e) where such development is related to the development of a port or harbour, in which case activity 26 in Listing Notice 2 of 2014 applies.</p>	
<p>Activity Number 28 Residential, mixed, retail, commercial, industrial or institutional developments where such land was used for agriculture, game farming, equestrian purposes or afforestation on or after 01 April 1998 and where such development:</p> <p>(i) will occur inside an urban area, where the total land to be developed is bigger than 5 hectares; or</p> <p>(ii) will occur outside an urban area, where the total land to be developed is bigger than 1 hectare;</p> <p>excluding where such land has already been developed for residential, mixed, retail, commercial, industrial or institutional purposes.</p>	<p>The proposed residential development will be located outside of the urban area and on land previously used for agriculture. The total extent of land to be developed will be bigger than 1ha.</p>

The abovementioned list is hereinafter referred to as "**the listed activities**".

The holder is herein authorised to undertake the development in respect of the following alternative:

The proposed development will comprise the following:

- 14 Gentleman's Estates with erf sizes ranging between approximately 4 000 m² and 4 513 m².
- 47 Dwelling Houses with erf sizes ranging between approximately 704 m² and 1019 m².
- 79 Townhouses with erf sizes ranging between approximately 247 m² and 447 m².
- 219 Apartments (approximately 81,4 units per hectare).
- The Existing Firwoods Homestead of approximately 1,47 hectares.
- An Open Space Zone of approximately 1,99 hectares.
- Internal roads of approximately 3,45 hectares.
- A Transport Zone of approximately 0,41 hectares.
- An Agriculture Zone of approximately 37,78 hectares.
- The construction of footpaths along the Berg River.

- The removal of the existing berm adjacent to the Berg River.

C. SITE DESCRIPTION AND LOCATION

The listed activities will be undertaken on Erf No. 8892, Paarl, at the following co-ordinates:

Latitude (S)			Longitude (E)		
33°	46'	10.96"	18°	58'	19.31"

The SG digit code is: C05500080000889200000

Refer to Annexure 1: Locality Map and Annexure 2: Site Development Plan.

The above is hereinafter referred to as "the site".

D. DETAILS OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER ("EAP")

Guillaume Nel Environmental Consultants
% E. Visagie/C. Williams
P.O. Box 2632
PAARL
7620

Cell: (021) 870 1873
Email: cahlan@gnec.co.za/eg@gnec.co.za

E. Conditions of authorisation

Scope of authorisation

1. The holder is authorised to undertake the listed activities specified in Section B above in accordance with, and restricted to, the Layout Alternative 1, described in the BAR, dated August 2022, at the site as described in Section C above.
2. The holder must commence with, and conclude, the listed activities within the stipulated validity period which this Environmental Authorisation is granted for, or this Environmental Authorisation shall lapse and a new application for Environmental Authorisation must be submitted to the competent authority.

This Environmental Authorisation is granted for-

- (a) A period of five (5) years, from the date of issue, during which period the holder must commence with the authorised listed activities.
 - (b) A period of 10 years, from the date the holder commenced with the authorised listed activities, during which period the authorised listed activities must be concluded.
3. The holder shall be responsible for ensuring compliance with the conditions by any person acting on his/her behalf, including an agent, sub-contractor, employee or any person rendering a service to the holder.

4. Any changes to, or deviations from the scope of the alternative described in Section B above must be accepted or approved, in writing, by the Competent Authority before such changes or deviations may be implemented. In assessing whether to grant such acceptance/approval or not, the Competent Authority may request information, in order to evaluate the significance and impacts of such changes or deviations, and it may be necessary for the holder to apply for further authorisation in terms of the applicable legislation.

Written notice to the Competent Authority

5. Seven calendar days' notice, in writing, must be given to the Competent Authority before commencement of construction activities. The notice must:
 - 5.1 make clear reference to the site details and EIA Reference number given above; and
 - 5.2 include proof of compliance with the following conditions described herein:

Conditions: 6, 7, 12 and 13

Notification and administration of appeal

6. The holder must in writing, within 14 (fourteen) calendar days of the date of this decision–
 - 6.1 notify all registered Interested and Affected Parties ("I&APs") of –
 - 6.1.1 the outcome of the application;
 - 6.1.2 the reasons for the decision as included in Annexure 3;
 - 6.1.3 the date of the decision; and
 - 6.1.4 the date when the decision was issued.
 - 6.2 draw the attention of all registered I&APs to the fact that an appeal may be lodged against the decision in terms of the National Appeals Regulations, 2014 (as amended) detailed in Section G below;
 - 6.3 draw the attention of all registered I&APs to the manner in which they may access the decision; and
 - 6.4 provide the registered I&APs with:
 - 6.4.1 the name of the holder (entity) of this Environmental Authorisation;
 - 6.4.2 name of the responsible person for this Environmental Authorisation;
 - 6.4.3 postal address of the holder;
 - 6.4.4 telephonic and fax details of the holder;
 - 6.4.5 e-mail address, if any, of the holder; and
 - 6.4.6 contact details (postal and/or physical address, contact number, facsimile and e-mail address) of the decision-maker and all registered I&APs in the event that an appeal is lodged in terms of the 2014 National Appeals Regulations (as amended).
7. The listed activities, including site preparation, must not commence within 20 (twenty) calendar days from the date the applicant notifies the registered I&APs of this decision. In the event that an appeal is lodged with the Appeal Authority, the effect of this Environmental Authorisation is suspended until the appeal is decided i.e. the listed activities, including site preparation, must not commence until the appeal is decided.

Management of activity

8. The draft Environmental Management Programme ("EMPr") submitted as part of the application for Environmental Authorisation is hereby approved and must be implemented.
9. The MMP adopted as part of this Environmental Authorisation must be implemented.
10. The EMPr and MMP must be included in all contract documentation for all phases of implementation.
11. The Rehabilitation and Alien Clearing Management Plan dated 25 October 2021 must be implemented.
12. A Stormwater Management Plan must be submitted to the Drakenstein Municipality for approval. The approved Stormwater Management Plan must be submitted to this Department prior to the commencement of construction activities on the site.

Monitoring

13. The holder must appoint a suitably experienced environmental control officer ("ECO"), before commencement of any construction activities to ensure compliance with the EMPr and the conditions contained herein.
14. The ECO must conduct fortnightly monitoring inspections during the construction phase. Monthly Environmental Compliance Reports must be compiled and must be submitted to the Competent Authority for the duration of the construction phase. The final Environmental Compliance Report must be submitted to the Competent Authority within one month of construction having been completed.
15. A copy of the Environmental Authorisation, EMPr, MMP, audit reports and compliance monitoring reports must be kept at the site of the authorised activities, and must be made available to anyone on request, including a publicly accessible website.
16. Access to the site referred to in Section C must be granted, and the environmental reports mentioned above must be produced, to any authorised official representing the Competent Authority who requests to see it for the purposes of assessing and/or monitoring compliance with the conditions contained herein.

Auditing

17. In terms of Regulation 34 of the NEMA EIA Regulations, 2014, the holder must conduct environmental audits to determine compliance with the conditions of the Environmental Authorisation, the EMPr and the MMP. The Environmental Audit Report must be prepared by an independent person that is not the ECO referred to in Condition 10 or the EAP and must contain all the information required in Appendix 7 of the NEMA EIA Regulations, 2014 (as amended).

Environmental Audit Reports must be submitted to the Competent Authority during the construction phase. The first Environmental Audit Report must be submitted three months after the commencement of construction activities and every twelve (12) months thereafter. A final Environmental Audit Report must be submitted within three months of the construction phase having been completed.

The holder must, within 7 days of the submission of an environmental audit report to the Competent Authority, notify all potential and registered I&APs of the submission and make the report immediately available to anyone on request and on a publicly accessible website (where the holder has such a website).

Specific Conditions

18. Should any heritage remains be exposed during excavations or any other actions on the site, these must immediately be reported to the Provincial Heritage Resources Authority of the Western Cape, Heritage Western Cape. Heritage remains uncovered or disturbed during earthworks must not be further disturbed until the necessary approval has been obtained from Heritage Western Cape.

Heritage remains include: meteorites, archaeological and/or paleontological remains (including fossil shells and trace fossils); coins; indigenous and/or colonial ceramics; any articles of value or antiquity; marine shell heaps; stone artefacts and bone remains; structures and other built features with heritage significance; rock art and rock engravings; and/or graves or unmarked human burials including grave goods and/or associated burial material.

19. A qualified archaeologist and/or palaeontologist must be contracted where necessary (at the expense of the holder) to remove any heritage remains. Heritage remains can only be disturbed by a suitably qualified heritage specialist working under a directive from the relevant heritage resources authority.

F. GENERAL MATTERS

1. Notwithstanding this Environmental Authorisation, the holder must comply with any other statutory requirements that may be applicable when undertaking the listed activities.
2. Non-compliance with a condition of this Environmental Authorisation or EMPr may render the holder liable to criminal prosecution.
3. If the holder does not commence with the listed activities within the period referred to in Condition 2, this Environmental Authorisation shall lapse for that activity/ies, and a new application for Environmental Authorisation must be submitted to the Competent Authority. If the holder wishes to extend the validity period of the Environmental Authorisation, an application for amendment in this regard must be made to the Competent Authority prior to the expiry date of the Environmental Authorisation.
4. The holder must submit an application for amendment of the Environmental Authorisation to the Competent Authority where any detail with respect to the Environmental Authorisation must be amended, added, substituted, corrected, removed or updated. If a new holder is proposed, an application for Amendment in terms of Part 1 of the EIA Regulations, 2014 (as amended) must be submitted.

Please note that an amendment is not required if there is a change in the contact details of the holder. In this case, the Competent Authority must only be notified of such changes.

5. The manner and frequency for updating the EMPr is as follows:
Amendments to the EMPr must be done in accordance with Regulations 35 to 37 of the EIA Regulations, 2014 (as amended) or any relevant legislation that may be applicable at the time.

G. Appeals

Appeals must comply with the provisions contained in the National Appeal Regulations 2014 (as amended).

1. An appellant (if the holder of the decision) must, within 20 (twenty) calendar days from the date the notification of the decision was sent to the holder by the Competent Authority –
 - 1.1. Submit an appeal in accordance with Regulation 4 of the National Appeal Regulations 2014 (as amended) to the Appeal Administrator; and
 - 1.2. Submit a copy of the appeal to any registered I&APs, any Organ of State with interest in the matter and the decision-maker i.e. the Competent Authority that issued the decision.
2. An appellant (if NOT the holder of the decision) must, within 20 (twenty) calendar days from the date the holder of the decision sent notification of the decision to the registered I&APs –
 - 2.1. Submit an appeal in accordance with Regulation 4 of the National Appeal Regulations 2014 (as amended) to the Appeal Administrator; and
 - 2.2. Submit a copy of the appeal to the holder of the decision, any registered I&AP, any Organ of State with interest in the matter and the decision-maker i.e. the Competent Authority that issued the decision.
3. The holder of the decision (if not the appellant); the decision-maker that issued the decision, the registered I&AP and the Organ of State must submit their responding statements, if any, to the appeal authority and the appellant within 20 (twenty) calendar days from the date of receipt of the appeal submission.
4. The appeal and the responding statement must be submitted to the address listed below:

By post: Western Cape Ministry of Local Government, Environmental Affairs and Development Planning
Private Bag X9186
CAPE TOWN
8000; or

By facsimile: (021) 483 4174; or

By hand: Attention: Mr Marius Venter (Tel: 021 483 2659)
Room 809
8th Floor Utilitas Building, 1 Dorp Street, Cape Town, 8001

Note: For purposes of electronic database management, you are also requested to submit electronic copies (Microsoft Word format) of the appeal, responding statement and any supporting documents to the Appeal Authority to the address listed above and/ or via DEADP.Appeals@westerncape.gov.za.

5. A prescribed appeal form as well as assistance regarding the appeal processes is obtainable from Appeal Authority at: Tel. (021) 483 2659, E-mail DEADP.Appeals@westerncape.gov.za or URL <http://www.westerncape.gov.za/eadp>.

H. DISCLAIMER

The Western Cape Government, the Local Authority, committees or any other public authority or organisation appointed in terms of the conditions of this EA shall not be responsible for any damages or losses suffered by the holder, developer or his/her successor in any instance where construction or operation subsequent to construction is temporarily or permanently stopped for reasons of non-compliance with the conditions as set out herein or any other subsequent document or legal action emanating from this decision.

Your interest in the future of our environment is appreciated.

Yours faithfully

**Zaahir
Toefy**

Digitally signed by
Zaahir Toefy
Date: 2022.12.02
09:07:40 +02'00'

MR. ZAAHIR TOEFY

DIRECTOR: DEVELOPMENT MANAGEMENT (REGION 1)

DEPARTMENT OF ENVIRONMENTAL AFFAIRS AND DEVELOPMENT PLANNING

DATE OF DECISION: 02 DECEMBER 2022

CC: (1) C. Winter (Drakenstein Municipality)
(2) C. Williams (Guillaume Nel Environmental Consultants)
(3) A. Duffel-Canham (CapeNature)
(4) C. van der Walt (Department of Agriculture)
(5) K. Mohlodini (Department of Water and Sanitation)

Email: cindy.winter@drakenstein.gov.za

Email: cahlan@gnec.co.za

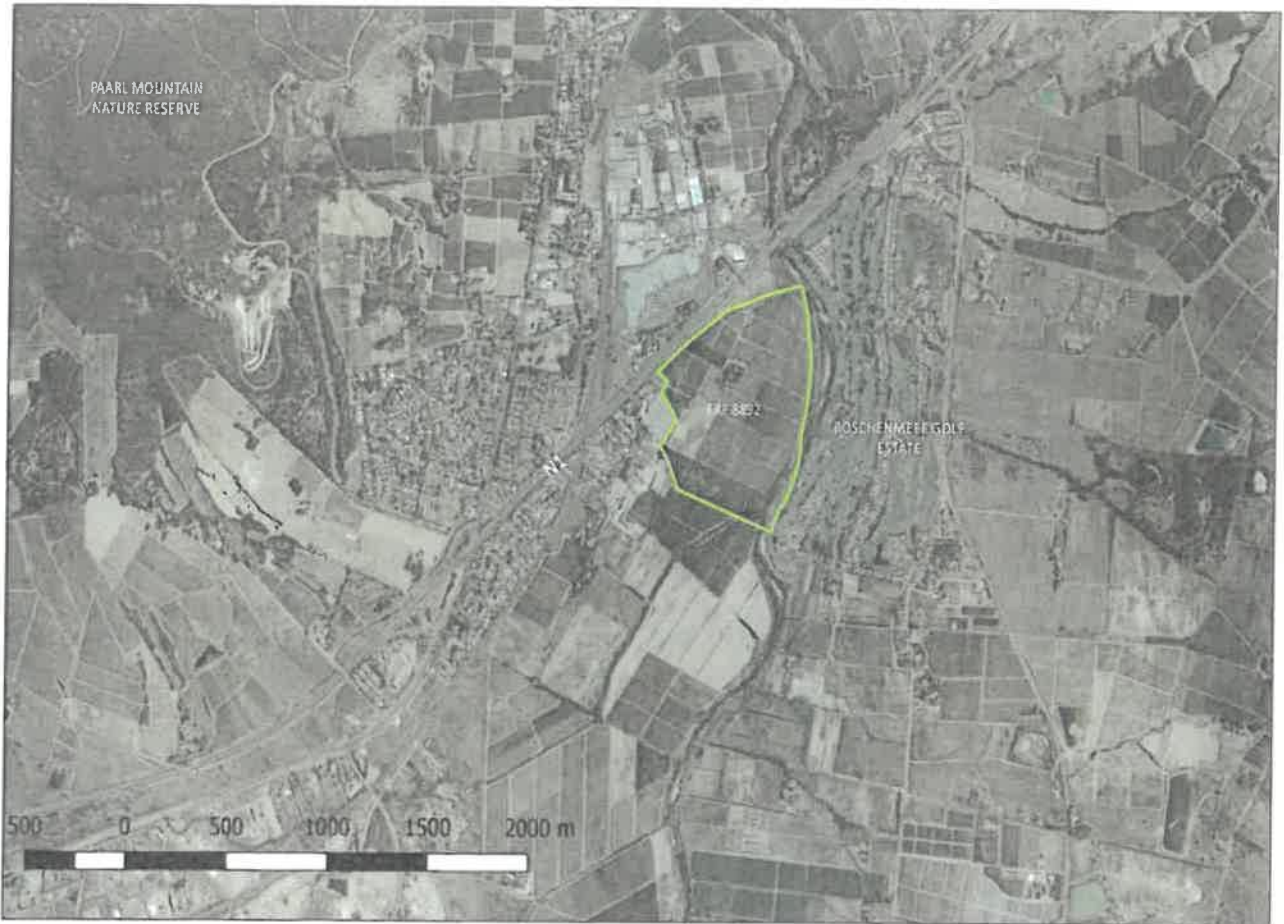
Email: aduffel-canham@capenature.co.za

Email: cor.vanderwalt@westerncape.gov.za

Email: mohlodinik@dws.gov.za



ANNEXURE 1: LOCALITY MAP



PROPOSED DEVELOPMENT OF ERF 8892, FIRWOODS, PAARL

LOCALITY MAP

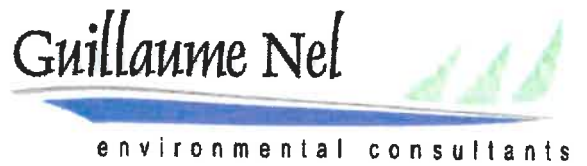


Figure 1: Location of the proposed development.

ANNEXURE 2: SITE DEVELOPMENT PLAN

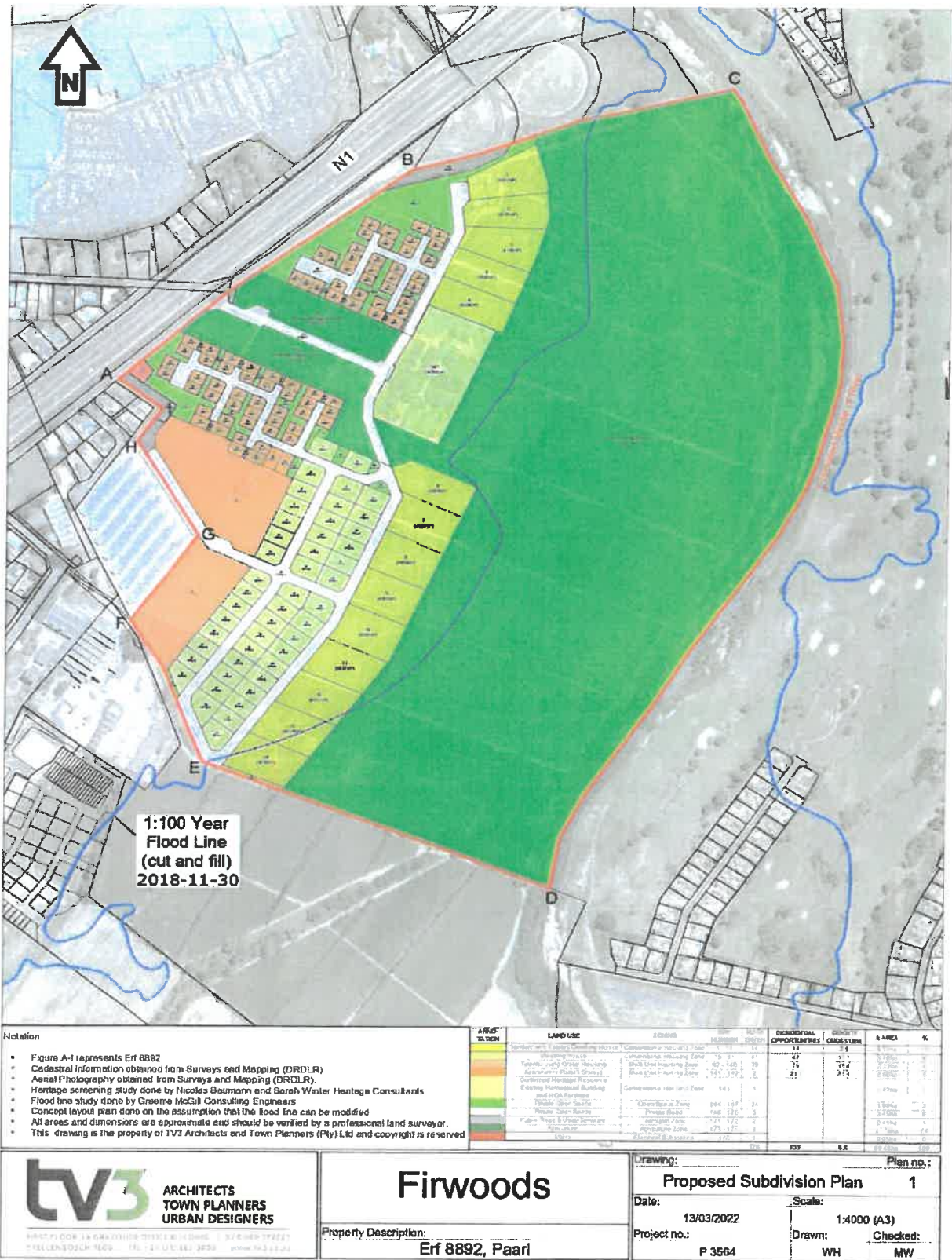


Figure 2: Site development plan for the proposed development.

ANNEXURE 3: REASONS FOR THE DECISION

In reaching its decision, the Competent Authority considered, amongst others, the following:

- a) The information contained in the Application Form dated 28 May 2020, the final BAR dated August 2022 and the EMPr and MMP submitted together with the final BAR;
- b) Relevant information contained in the Departmental information base, including the Guidelines on Public Participation and Alternatives (dated March 2013);
- c) The objectives and requirements of relevant legislation, policies and guidelines, including Section 2 of NEMA;
- d) The comments received from I&APs and responses to these, included in the BAR dated August 2022; and
- e) The balancing of negative and positive impacts and proposed mitigation measures.

No site visits were conducted. The Competent Authority had sufficient information before it to make an informed decision without conducting a site visit.

All information presented to the Competent Authority was taken into account during the consideration of the application for Environmental Authorisation. A summary of the issues that were considered to be the most significant for the decision is set out below.

1. Public Participation

The public participation process included:

- Identification of and engagement with I&APs;
- the placing of a newspaper advertisement in the 'Paarl Post' on 18 June 2020;
- fixing notice boards at various locations within and around the area where the listed activities are to be undertaken on 19 June 2020;
- giving written notice to the owners and occupiers of land adjacent to the site where the listed activities are to be undertaken, the municipality and ward councillor, and the various Organs of State having jurisdiction in respect of any aspect of the listed activities on 19 June 2020, 8 November 2021, 10 November 2021, 11 November 2021, as well as on 18 and 20 May 2022; and
- making the pre-application draft BARs available to I&APs for public review from 19 June 2020 and 8 November 2021 and the in-process draft BAR from 19 June 2022.

The Department is satisfied that the Public Participation Process that was followed met the minimum legal requirements and all the comments raised and responses thereto were included in the comments and response report.

Specific alternatives, management and mitigation measures have been considered in this Environmental Authorisation and EMPr to adequately address the concerns raised.

2. Alternatives

The proposed development entails the construction of a residential development. The alternatives assessed as part of this application relate to the different layouts and the "no-go" alternative, and are discussed below.

Layout Alternative 1 (Herewith Authorised)

This alternative entails the construction of a residential area, which will include the following:

- 14 Gentleman's Estates with erf sizes ranging between approximately 4 000 m² and 4 513 m².
- 47 Dwelling Houses with erf sizes ranging between approximately 704 m² and 1019 m².
- 79 Townhouses with erf sizes ranging between approximately 247 m² and 447 m².
- 219 Apartments (approximately 81,4 units per hectare).
- The Existing Firwoods Homestead of approximately 1,47 hectares.
- An Open Space Zone of approximately 1,99 hectares.
- Internal roads of approximately 3,45 hectares.
- A Transport Zone of approximately 0,41 hectares.
- An Agriculture Zone of approximately 37,78 hectares.
- The construction of footpaths along the Berg River.
- The removal of the existing berm adjacent to the Berg River.

This alternative is preferred for the following reasons:

- More residential opportunities are available compared to Layout Alternative 2.
- There is no self-storage facility that forms part of this layout, so that the proposed development will not impact on the self-storage facility adjacent to the southwestern boundary of the site.
- This alternative is less visually intrusive compared to Layout Alternative 2.
- Permanent and temporary employment opportunities will be generated during the construction and operational phases of the project.

Layout Alternative 2

This alternative will include the development of:

- 79 Townhouses along New Eskdale Street.
- 126 Apartments along the Western border of the site.
- 47 Single Residential stands to the south of the apartments.
- 14 Gentleman's Estates looking onto the Berg River.
- A clubhouse in the manor house; and
- Self-storage units along the Western border (8 400 m²).

This alternative is not preferred for the following reasons:

- Less residential opportunities are available compared to Layout Alternative 1.
- The self-storage facility that forms part of this layout may impact on the existing self-storage facility adjacent to the southwestern boundary.
- This alternative is more visually intrusive compared to Layout Alternative 2.

"No-Go" Alternative

The "no-go" option was considered and is not preferred because the opportunity to develop underutilised land that is earmarked for urban development will not materialise. The opportunity to provide a range of different residential opportunities will be lost and both temporary and permanent employment opportunities will not be created.

3. Impact Assessment and Mitigation measures

3.1 Activity Need and Desirability

According to the Drakenstein Municipal Spatial Development Framework (2020) ("SDF"), the site is located within the urban edge. The proposed development seeks to use underutilised land within the urban edge of Drakenstein Municipality for a medium density residential estate. The site is surrounded by an industrial area, residential golf estate, a retail centre and agricultural areas. The proposed development is therefore in keeping with the surrounding land uses and the forward planning vision for the area. It will form part of the transition from an urban to a rural landscape. Furthermore, the proposed development will create employment opportunities in both the construction and operational phases.

3.2 Biodiversity and Biophysical Impacts

The site has been completely transformed through agricultural activities, with no natural vegetation remaining. As such, there will be no negative impacts on biodiversity resulting from the proposed development.

According to the Freshwater Assessment dated May 2020, compiled by K. Marais, the Berg River borders the eastern boundary of the site. The Berg River is largely modified but is considered to have a high ecological importance and sensitivity. The proposed development will entail the infilling of the 1:100-year flood line to the extent of 70,000m² along the Gentlemen's Estate plots, as well as the removal of the berm along the Berg River to allow for improved drainage. A series of ponds (hereafter referred to as 'drainage ponds') will be excavated below the new 1:100-year flood line. These drainage ponds will be excavated to accommodate a total volume of 50,000m³ which, as determined by the flood line modelling, would have been the volume of water that inundated the 70,000 m² area that will be infilled. This will be done to offset the infilling and realignment of the 1:100-year flood line, to ensure that the infilling activities do not impact the flood line within the neighbouring properties. These ponds will be utilised as part of the stormwater management of the development and will be landscaped in such a way as to provide ecological services and habitat. Through the implementation of the specialist's recommendations and the EMPr (accepted in Condition 8), the impacts on aquatic features will be mitigated.

An MMP has been compiled for the Berg River along the eastern boundary of Erf No. 8892, Paarl. The removal of the existing berm, as well as the reshaping and rehabilitation of riparian zone along the Berg River in this Environmental Authorisation forms part of this MMP. It must be noted that the accepted maintenance activities only relate to the activities described in the MMP. Should any

new activities and associated infrastructure, not included in the MMP, require maintenance and if any of the applicable listed activities are triggered, an Environmental Authorisation must be obtained prior to the undertaking of such activities. It remains the responsibility of the proponent to determine if any other listed activities are triggered and to ensure that the necessary Environmental Authorisation is obtained.

The fact that the MMP is adopted by the Competent Authority does not absolve the applicant from its general "duty of care" set out in Section 28(1) of the NEMA, which states that "Every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment." (Note: When interpreting their "duty of care" responsibility, cognisance must be taken of the principles of sustainability contained in Section 2 of NEMA)

3.3 Heritage Impacts

According to the Heritage Impact Assessment dated 27 October 2021, compiled by Ms. S. Winter and Mr. N. Baumann of Nicolas Baumann Urban Conservation and Planning, the subject property is interwoven with the history of Paarl since its settlement. The wagon route from Cape Town crossed the land granted here to early settlers and connected the northern and southern portions of the valley. This irregular shaped lot (Erf 8892) at the southern entrance to the valley lay between the wagon road and what became the public outspan on its northwest boundary, and the river floodplain to the southeast. The site forms part of a cultural landscape comprising a collection of historical homesteads and agricultural lands strung out along the Berg River traversing the Drakenstein Valley. The integrity of the broader landscape context has been compromised to a large extent by the N1 corridor, urban development to the west and Boschenmeer Golf Estate to the east. The Visual Baseline Study (2019) describes it as a landscape in transition in a valley of high visual significance. Notwithstanding broader visual issues, the site is bounded by urban development on more than one boundary. It is largely wedged between urban development on both the east and west which creates a barrier to the rural landscape to the east. Through the implementation of the specialist recommendations included in the EMPr (accepted in Condition 8) and the incorporation of the historical "werf" into the development, heritage impacts can be mitigated to an acceptable level.

3.4 Visual Impacts

According to the Visual Impact Assessment dated 23 September 2021, compiled by Mr. D. Gibbs, the site lies at the base of the Berg River valley, between the Paarl Mountains (west) and the Drakenstein Mountains (east). Although part of an agricultural 'ribbon' along the Berg River, the site is bounded by urban development to the southwest and northwest, as well as the Boschenmeer Estate (east). The N1 passes the site along its western boundary. The site is located lower in the landscape than the N1 and is therefore virtually invisible from the N1. The site is, however, clearly visible from New Eskdale Street. At the urban / rural interface, this is a cultural landscape in transition; with agricultural vineyards giving way to urban residential and urban 'industrial' landholdings on the edges of the town of Paarl. Given the scale of the proposed development, the regional landscape character of the site is considered to have medium sensitivity, as it is associated with areas of visual / scenic amenity. The local landscape character of the site is considered to be moderately sensitive, given the proximity of heritage features and visual corridors. The specialist concludes that the Visual Absorption Capacity of the site is considered to be moderate because of surrounding developments and the ability of the

proposed development to fit into the existing landscape. Through the implementation of the specialist recommendations included in the EMPr (accepted in Condition 8), visual impacts can be mitigated to an acceptable level.

3.5 Traffic Impacts

According to the Transport Impact Assessment dated May 2020, compiled by Ms. C. Sequeira and J. Brink of Innovative Transport Solutions ("ITS"), the proposed development will be served by two vehicular accesses. The existing access on New Eskdale Street will be the main access to the whole development. It is located approximately 400m from the N1 on-ramp. A secondary access is proposed approximately 150m south-west of the main access from New Eskdale Street. It will connect to the adjacent business premises, The Storage Place's access road. This access will be an emergency access and is also proposed to be used by construction vehicles during the development of the site. The minimum access spacing is in accordance with the Western Cape Government's Access Management Guidelines (WCG, 2019). All intersections will continue operating at an acceptable Level of Service ("LOS") with adequate spare capacity by 2025. Based on the traffic analyses results, no capacity constraints are expected on the surrounding road network. No mitigation measures are therefore recommended. The specialist concluded that the expected development traffic will not have a significant impact on the external road network and will thus not require major road improvements. Through the implementation of the specialist recommendations included in the EMPr (accepted in Condition 8), traffic impacts can be mitigated to an acceptable level.

3.6 Services

In a comment dated 25 October 2022 from Drakenstein Municipality, the availability of bulk infrastructure for both water supply and sewerage reticulation in proximity to the proposed development was confirmed. However, in both instances, the developer will be responsible for the installation of connecting infrastructure.

The development will result in both negative and positive impacts.

Negative Impacts:

- The proposed development will have an impact on the visual landscape, however, this will be mitigated to acceptable levels.
- Impacts of low significance are anticipated for indigenous vegetation.
- There will be a slight increase in traffic as a result of the implementation of the development.
- There will be an increase in noise and dust impacts during the construction phase, however, mitigation measures for these impacts are addressed in the EMPr.

Positive impacts:

- The proposal will utilise land within the urban edge for urban development.
- The rehabilitation of the Berg River within the development site will be implemented.
- Additional residential opportunities will be made available within the area.
- Economic investment/growth within the southern Paarl area will be stimulated.
- Employment opportunities will be created during the construction phase.

4. National Environmental Management Act Principles

The NEMA Principles (set out in Section 2 of the NEMA, which apply to the actions of all Organs of State, serve as guidelines by reference to which any Organ of State must exercise any function when taking any decision, and which must guide the interpretation, administration and implementation of any other law concerned with the protection or management of the environment), *inter alia*, provides for:

- the effects of decisions on all aspects of the environment to be taken into account;
- the consideration, assessment and evaluation of the social, economic and environmental impacts of activities (disadvantages and benefits), and for decisions to be appropriate in the light of such consideration and assessment;
- the co-ordination and harmonisation of policies, legislation and actions relating to the environment;
- the resolving of actual or potential conflicts of interest between organs of state through conflict resolution procedures; and
- the selection of the best practicable environmental option.

5. Conclusion

In view of the above, the NEMA principles, compliance with the conditions stipulated in this Environmental Authorisation, and compliance with the EMPr, the Competent Authority is satisfied that the proposed listed activities will not conflict with the general objectives of integrated environmental management stipulated in Chapter 5 of the NEMA and that any potentially detrimental environmental impacts resulting from the listed activities can be mitigated to acceptable levels.

-----END-----

Reference: W11/4/3-1/1-47 Fax Number: +27 (0) 21 910 1699
 Date: 3 October 2023 Direct Line: +27 (0) 21 957 4618
 Email: dekockr@nra.co.za Website: www.nra.co.za



The Municipal Manager
 Drakenstein Municipality
 PO Box 1
 PAARL
 7622

Email: customercare@drakenstein.gov.za

Dear Sir/Madam

NATIONAL ROUTE 1 SECTION 1: PROPOSED DEVELOPMENT: REZONING, SUBDIVISION AND EXEMPTED SERVITUDES IN TERMS OF SECTION 15(2) OF THE DRAKENSTEIN BY-LAW ON MUNICIPAL LAND USE PLANNING, 2018: ERF 8892, FIRWOODS, PAARL

Your application dated 28 June 2023 has reference.

The South African National Roads Agency SOC Limited (SANRAL) herewith approves your application in terms of section 49 of the South African National Roads Agency Limited and National Roads Act, 1998 (Act 7 of 1998), subject to the following conditions:

1. The development as indicated on attached Main Subdivision Plan no 3 and Subdivision Portions A&B, Plan no 4, both dated 28 June 2023 and drawn by WH, is hereby approved
2. A permanent 2m fence must be erected on the boundary of the land development area and the national road reserve. Detailed plans of the proposed fence must be submitted to the SANRAL for approval prior to the erection thereof. The maintenance of the fence will be the responsibility of the property owner/successor in title.
3. Where amendments to the subdivision plan are required, the written approval of the SANRAL shall be obtained.
4. Upon approval of a general plan over the site adjoining the national road, the layout may be amended or cancelled in terms of section 37 (2) of the Land Survey Act, (Act 8/1997) with the prior consent of the SANRAL.
5. No structure or other thing (including anything which is attached to the land on which it stands even though it does not form part of that land) shall be erected, laid or established within the land development area within a distance of 10 meters from the boundary of the national road without the written approval of the SANRAL.

6. Access will be obtained via Eskdale Street. No direct access from the land development area to the N1 shall be permitted.
7. Please provide SANRAL with a detail design of the proposed 2m wide walkway on the southern side of New Eskdale Street which connect the development access with the existing pedestrian sidewalks at the N1 on-ramp intersections for comment and approval.
No work within the national road shall be executed prior to consultation with the Route Manager, Songezo Sifumba at cell nr 073 869 0689 or email at songezo@tshikiconsulting.co.
8. The SANRAL will not be liable for any damage or diminishment in value of the land development area arising out of any impact on the proposed development as result of existing or future storm water drainage from the national road.
9. Such facilities as are necessary for the control and disposal of storm water from the land development area shall be constructed to the satisfaction of the SANRAL. Prior to the establishment of the proposed development a storm water accommodation plan must be submitted to SANRAL for approval.
10. No free standing advertising signs will be allowed in terms of Regulations on Advertising on or visible from the National Road as published in Government Gazette no 6968 dated 22 December 2000.
11. The SANRAL shall not be held liable to any party should it be found at any time in the future that noise, air pollution and light pollution emanating from the national road presents a problem to the development adjacent to the national road. The developer/successor in title/local authority shall be responsible for taking such steps as may be necessary to reduce the impact of such noise, air and/ or light pollution.
12. The aforementioned provisions shall be recorded in the title deeds of each of the properties.
13. The written confirmation of the SANRAL, that the conditions referred to herein have been fulfilled to its satisfaction, shall be required prior to occupation of the site. The applicant/developer shall provide SANRAL with a certificate from a professional consulting engineer certifying that the design and construction of all services and other improvements referred to in these conditions have been undertaken to the required standards.
14. The approval granted herein by the SANRAL does not exempt the developer from the provisions of any other legislation.
15. This approval shall bind any successor-in-title to the land on which the structures have been established. This approval shall bind any successor-in-title to the land on which the structures have been established. This approval does not exempt the applicant from the provisions of any other Act.
16. In terms of Section 50(1) of the South African National Roads Agency Limited and National Roads Act, 1998 (Act No.7 of 1998), no person may, unless authorised by SANRAL or otherwise

in terms of Section 50(2), - display and advertisement on a national road, or permit it to be displayed; display, outside an urban area, any advertisement visible from a national road, or permit any advertisement which is so visible, to be displayed; display any advertisement visible from a national road in an urban area, on any land adjoining the national road or on land separated from the national road by a street, or permit it to be displayed.

17. SANRAL shall not be involved in any expenditure in connection with and shall not be responsible or liable for:
- the erection of any structures
 - any financial expenditure or loss in the event of SANRAL ordering the removal or shifting or relocation of anything related to this approval
 - any financial responsibility or liability for any claim from the applicant which may occur from the lapsing of the approval.

Any further development must come to SANRAL for approval.

Yours Sincerely



.....
MR R CABLE
REGIONAL MANAGER

cc Route Manager: Songezo Sifumba - songezo@tshikiconsulting.co.za

Engineer: Masibonge Tshiki - masibonge@tshikiconsulting.co.za

ID 22575887

Our Ref: HM/ CAPE WINELANDS/DRAKENSTEIN/PAARL/
FIREWOODS FARM ERF 8892
Case No.: 19120617AS1213E
Enquiries: Khanyisile Bonile
E-mail: Khanyisile.Bonile@westerncape.gov.za
Tel: 021 483 5959
Anun Holdings PTY LTD
New Eskdale Road
Paarl



INTERIM COMMENT:
In terms of Section 38(8) of the National Heritage Resources Act (Act 25 of 1999) and the Western Cape Provincial Gazette 6061, Notice 298 of 2003

PROPOSED DEVELOPMENT, FIRWOODS FARM ERF 8892, NEW ESKDALE ROAD, PAARL SUBMITTED IN TERMS OF SECTION 38(1) OF THE NATIONAL HERITAGE RESOURCES ACT (ACT 25 OF 1999)

CASE NUMBER: 19120617AS1213E

The matter above has reference.

This matter was discussed at the Impact Assessment Committee (IACom) meeting held on 08 December 2021.

INTERIM COMMENT:

The Committee endorsed the HIA as having satisfy the requirements of S38(3) of the NHRA subject to the addition of the following conditions:

1. That archeological monitoring take place during all earthworks at the historic werf.
2. The specific layout of the plan contained on page 13 of the VIA prepared by David Gibbs (and dated 23 September 2021) in figure 7, plan 6, dated 15 April 2021 is approved.

HWC reserves the right to request additional information as required.

Should you have any further queries, please contact the official above and quote the case number.

.....
Colette Scheermeyer
Deputy Director



www.westerncape.gov.za/cas

Street Address: Protea Assurances Building, Green Market Square, Cape Town, 8000 • Postal Address: P.O. Box 1965, Cape Town, 8000
• Tel: +27 (0)21 483 5959 • E-mail: cas@westerncape.gov.za

Straatadres: Protea Assurances gebou, Groenemarkplein, Kaapstad, 8000 • Posadres: Postbus 1965, Kaapstad, 8000
• Tel: +27 (0)21 483 5959 • E-pos: cas@westerncape.gov.za

Idilesi yendawo: kumbalantsha 1, kwisikhelo mntsho, Astoria, Green Market Square, ikapa, 8000 • Idilesi yeposi: inkumbalantsha 1, yeposi, 1965, ikapa, 8000 • Inombolo zomnxeba: Tel: (0)21 483 5959 • Idilesi ye-imeyile: cas@westerncape.gov.za



Cor Van Der Walt
LandUse Management
Email: LandUse.Eisenburg@eisenburg.com
tel: +27 21 808 5099 fax: +27 21 808 5092

OUR REFERENCE : 20/9/2/5/4/628
YOUR REFERENCE : -
ENQUIRIES : Cor van der Walt

TV3
97 Dorp Street
STELLENBOSCH
7600

Att: Thys Walters

**PROPOSED SUBDIVISION: DIVISION PAARL
ERF NO 8892, FIRWOODS**

Your email of 12 February 2021 has reference.

In principle the Western Cape Department of Agriculture: Land Use Management has no objection but have the following concerns and conditions.

1. New primary rights are created which will occupy cultivated agricultural land, reducing the bona-fide agricultural footprint. This includes sheds, farm workers housing, primary dwelling, managers house and potential consent uses, etc. If primary rights, consent uses are considered it must be positioned to the proposed development footprint, e.g. Erven 1-5.
2. The right to farm must be protected at all costs.
3. Access to the farming portion must be restricted as it is not a private open space.
4. The requirement from "heritage" to maintain the entry as is with vineyards on both sides may not be practical as the rest of the farm might have no vineyards at all.
5. The area retained for bona-fide agriculture (40ha) should be farmed intensively under one (1) legal entity/person. No shared rights allowed.

Please note:

- That this is comment to the relevant deciding authorities in terms of the Subdivision of Agricultural Land Act 70 of 1970.
- Kindly quote the above-mentioned reference number in any future correspondence in respect of the application.
- The Department reserves the right to revise initial comments and request further information based on the information received.

Yours sincerely



M. C. J. van der Walt

LANDUSE MANAGER: LANDUSE MANAGEMENT

2021-03-23

Copies:

Directorate Land Use and Sustainable Resource Management
National Department of Agriculture
Private Bag X 120
PRETORIA
0001

Department of Environmental Affairs & Development Planning
1 Dorp Street
Cape Town
8000

Drakenstein Municipality
PO Box 1
PAARL
7622



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Private Bag X16, SANLAMHOF, 7532, 53 Spectrum Building Voortrekker Road, Bellville, CAPE TOWN, 7532,
www.dwa.gov.za

Enquiries: Ms Z Dlaku
Email: dlakuz@dws.gov.za
Ref. No: WU23298

Tel: 0219416338
Fax: AssessorFax
File No: 27/2/2/G310/82/5

ARUN PROJECTS (PTY) LTD:
P.O. BOX 43
Somerset Mall
7137

Dear Mr. HK CAMPBELL

REGISTRATION OF WATER USE IN TERMS OF SECTION 39 OF THE NATIONAL WATER ACT, NO 36 OF 1998: FOR ARUN PROJECTS (PTY) LTD: THE PROPOSED MIX-USE DEVELOPMENT (FIRWOODS) ON ERF 8892, PAARL IN QUATERNARY CATCHMENT G10C, BERG-OLIFANTS - WMA

Your request dated 04 November 2022 to be registered to use water in terms of General Authorisation, Government Gazette No.: 40229, Notice No.: 509 dated 26 August 2016 refers.

The Department is pleased to confirm that the intended water use falls within the ambit of the General Authorisation. Therefore, you may continue with the water uses as permissible in terms of Section 22 (1) (a) (iii) of the NWA. You are therefore requested to adhere to the conditions stipulated in the said General Authorisation.

Water use(s) registered:

Sub Sec	Description as per the Act	Existing Authorisation	Applied for	Licence Recommended or Not Recommended
i	Altering the bed, banks, course or characteristics of a watercourse		X	Recommended

Table 1: Details of the registered water use(s)

Water use(s)	Purpose	Ground/ Surface	Property Description	Co-ordinates
Section 21 (i)				
Altering the bed, banks,	Flood Depressions	Surface	Erf 8892, Paarl	Latitude -33.76567 Longitude 18.97533

course or characteristics of watercourse	Outlet and Erosion Protection on Bank of Berg River			
Altering the bed, banks, course or characteristics of watercourse	Removal Of Flood Berm, Infilling of Floodlines and Creation of Flood Depressions Within Floodlines (Start)	Surface	Erf 8892, Paarl	Latitude -33.76570 Longitude 18.97518
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 1 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude -33.76633 Longitude 18.97542
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 2 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude -33.76930 Longitude 18.97566
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 3 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude -33.77065 Longitude 18.97544
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 4 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude -33.77171 Longitude 18.97462
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 5 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude-33.77262 Longitude 18.97406
Altering the bed, banks, course or characteristics of watercourse	Removal Of Flood Berm, Infilling of Floodlines and Creation of Flood Depressions within	Surface	Erf 8892, Paarl	Latitude -33.77325 Longitude 18.96915

	Floodlines (End)			
--	---------------------	--	--	--

Attached herewith are the Registration Certificate and a copy of the General Authorisation for ease of reference.

You are required to comply with the conditions of the General Authorisation.

Yours sincerely

Comments:



I, Mr Warren Dreyer (Acting WULA Manager) herewith electronically sign this document.

Serial Number : 4918457840976145365

WULA Manager

Date: Nov 21 2022 8:06AM



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

National Register of Water Use Registration Record 22160769

Water Use Registration Record 22160769 is issued in terms of the regulations requiring that a Water Use be registered, promulgated under Section 28(1)(c) of the National Water Act(Act 36 of 1998) to:

Applicant

Applicant Type: COMPANY
Name: ARUN PROJECTS (PTY) LTD
Enterprise Type: PRIVATE COMPANY
Business Registration Number: 2007/022609/07
Postal Address: PO BOX 43
SOMERSET MALL
7137

VAT Registration Number:

Water Management Area

Name: BERG-OLIFANTS

Register Status

Status: ACTIVE

Water Uses

See attached Annexure(s)

Water Use No.	Water Use	Volume	Volume Start Date	Volume End Date
1	21(l)		2022/12/01	
2	21(l)		2022/12/01	
3	21(l)		2022/12/01	
4	21(l)		2022/12/01	
5	21(l)		2022/12/01	
6	21(l)		2022/12/01	
7	21(l)		2022/12/01	
8	21(l)		2022/12/01	




water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

National Register of Water Use Registration Record 22160769

Water Use Registration Record 22160769 is issued in terms of the regulations requiring that a Water Use be registered promulgated under Section 26(1)(c) of the National Water Act(Act 36 of 1998) to:


<p>Office: Western Cape Office Regional Office: Western Cape Region</p>

<p>DEPT. OF WATER AND SANITATION INSTITUTIONAL ESTABLISHMENT CHIEF DIRECTOR</p> <p>25 JAN 2023</p> <p>PRIVATE BAG X16, SANLAMHOF, 7532 52 VOORTREKERS STREET, BELVILLE, WARMES</p> <p>DEPT. OF WATER AND SANITATION</p>
--

DISCLAIMER :

This Registration Record:

- 1 is not an acknowledgement of an entitlement to the registered water use;
- 2 may NOT be used to create the impression that it is proof of a water use entitlement. By virtue of section 22(1) of the National Water Act, the only documents that may be used as proof of a water use entitlement, are:
 - 2.1 a licence;
 - 2.2 an official document stating the extent of existing lawful water use pursuant to sections 33 or 35 of the National Water Act;
 - 2.3 a general authorisation as published in the Gazette; or
 - 2.4 Schedule 1 of the National Water Act.

Notes:

- If an entitlement for the specific water use referred to in this Registration Record has been confirmed by the Department, it may be indicated as such in this Registration Record.
 - If the responsible authority has dispensed with the requirement for a licence for a specific water use, no water use entitlement is needed for that use under the National Water Act.
- 3 is issued without alterations or erasures and is invalid if it contains alterations not in conformity with the Department's official copy; and in substitution of any Registration Record the Department may have previously issued and the information is valid as at the date of issue.

National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number:	22160769
Water Use Number:	1
Water Use Start Date:	2022/12/01
Water Use Status Date:	2023/01/24
Water Use Status:	REGISTERED

RLA Details

RLA Business Unit:	BERG - OLIFANTS - BELLVILLE
RLA Reference:	GA12643

Lawfulness Authentication

Finding:	LAWFUL
Finding Date:	2022/11/17
Finding Reason:	GENERAL AUTHORISATION

Finding Confirmed:	YES
General Authorisation:	Gov. Gazette 40229, Notice 509, 26 August 2016
Legal Section:	Section 21(i) of the National Water Act (Act no. 36 of 1998)
GA Applicable From Date:	2016/09/01
GA Applicable To Date:	2036/08/31

Water Use Details

Type of Water Resource:	RIVER/STREAM	
Water Resource:	BERG RIVER	
For the Purpose of:	FLOOD DEPRESSIONS OUTLET AND EROSION PROTECTION ON BANK OF BERG RIVER	
Altering of:	BANKS	
Start of Alteration:	Latitude	Longitude
	33.76567° south	18.97533° east
Datum Type:	WGS-84	
End of Alteration:	Latitude	Longitude
	33.76567° south	18.97533° east
Datum Type:	WGS-84	
Length of Watercourse Affected by Alteration:	20 METRES	
Water Use Sectors:		
Quaternary Drainage Region:	G10C	

National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(1) of the National Water Act

Water Use Identification

Register Number: 22160769
Water Use Number: 1
Water Use Start Date: 2022/12/01
Water Use Status Date: 2023/01/24
Water Use Status: REGISTERED

Property Where Water Use Occurs

Property Name: ERF 8892
Property Number: 8892
Portion of Property: 0
SG Cadastral Code: C05500080000889200000
Deeds Office: CAPE TOWN
Registration Division: PAARL
Registration Division Province: WESTERN CAPE
Surveyor General Office: CAPE TOWN

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2022/12/01	

DISCLAIMER:

The Registration Record:

- 1 is not an acknowledgement of an entitlement to the registered water use;
- 2 may NOT be used to create the impression that it is proof of a water use entitlement. By virtue of section 22(1) of the National Water Act, the only documents that may be used as proof of a water use entitlement, are:

- 2.1 a licence;
- 2.2 an official document stating the extent of existing lawful water use pursuant to sections 33 or 35 of the National Water Act;
- 2.3 a general authorisation as published in the Gazette; or
- 2.4 Schedule 1 of the National Water Act.

Notes:

- If an entitlement for the specific water use referred to in this Registration Record has been confirmed by the Department, it may be indicated as such in this Registration Record.
 - If the responsible authority has dispensed with the requirement for a licence for a specific water use, no water use entitlement is needed for that use under the National Water Act.
- 3 is issued without alterations or erasures and is invalid if it contains alterations not in conformity with the Department's official copy; and in substitution of any Registration Record the Department may have previously issued and the information is valid as at the date of issue.

National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number:	22160769
Water Use Number:	2
Water Use Start Date:	2022/12/01
Water Use Status Date:	2023/01/24
Water Use Status:	REGISTERED

RLA Details

RLA Business Unit:	BERG - OLIFANTS - BELLVILLE
RLA Reference:	GA12643

Lawfulness Authentication

Finding:	LAWFUL
Finding Date:	2022/11/17
Finding Reason:	GENERAL AUTHORISATION

Finding Confirmed:	YES
General Authorisation:	Gov. Gazette 40229, Notice 509, 26 August 2016
Legal Section:	Section 21(i) of the National Water Act (Act no. 36 of 1998)
GA Applicable From Date:	2016/09/01
GA Applicable To Date:	2036/08/31

Water Use Details

Type of Water Resource:	RIVER/STREAM	
Water Resource:	BERG RIVER	
For the Purpose of:	REMOVAL OF FLOOD BERM, INFILLING OF FLOODLINES AND CREATION OF FLOOD DEPRESSIONS WITHIN FLOODLINES START	
Altering of:	OTHER	
Start of Alteration:	Latitude	Longitude
	33.7657° south	18.97518° east
Datum Type:	WGS-84	
End of Alteration:	Latitude	Longitude
	33.7657° south	18.97518° east
Datum Type:	WGS-84	
Length of Watercourse Affected by Alteration:	1000 METRES	
Water Use Sectors:		
Quaternary Drainage Region:	G10C	

National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number: 22160769
Water Use Number: 2
Water Use Start Date: 2022/12/01
Water Use Status Date: 2023/01/24
Water Use Status: REGISTERED

Property Where Water Use Occurs

Property Name: ERF 8892
Property Number: 8892
Portion of Property: 0
SG Cadastral Code: C05500080000889200000
Deeds Office: CAPE TOWN
Registration Division: PAARL
Registration Division Province: WESTERN CAPE
Surveyor General Office: CAPE TOWN

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2022/12/01	

DISCLAIMER :

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 - 2.2 an official document stating the extent of existing lawful water use pursuant to sections 33 or 35 of the National Water Act;
 - 2.3 a general authorisation as published in the Gazette; or
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National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number:	22160769
Water Use Number:	3
Water Use Start Date:	2022/12/01
Water Use Status Date:	2023/01/24
Water Use Status:	REGISTERED

RLA Details

RLA Business Unit:	BERG - OLIFANTS - BELLVILLE
RLA Reference:	GA12643

Lawfulness Authentication

Finding:	LAWFUL
Finding Date:	2022/11/17
Finding Reason:	GENERAL AUTHORISATION

Finding Confirmed:	YES
General Authorisation:	Gov. Gazette 40229, Notice 509, 26 August 2016
Legal Section:	Section 21(i) of the National Water Act (Act no. 36 of 1998)
GA Applicable From Date:	2016/09/01
GA Applicable To Date:	2036/08/31

Water Use Details

Type of Water Resource:	RIVER/STREAM	
Water Resource:	BERG RIVER	
For the Purpose of:	STORMWATER OUTLET 1 AND EROSION PROTECTION ON THE BANK OF BERG RIVER	
Altering of:	BANKS	
Start of Alteration:	Latitude	Longitude
	33.76633° south	18.97542° east
Datum Type:	WGS-84	
End of Alteration:	Latitude	Longitude
	33.76633° south	18.97542° east
Datum Type:	WGS-84	
Length of Watercourse Affected by Alteration:	20 METRES	
Water Use Sectors:		
Quaternary Drainage Region:	G10C	

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National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number: 22160769
Water Use Number: 3
Water Use Start Date: 2022/12/01
Water Use Status Date: 2023/01/24
Water Use Status: REGISTERED

Property Where Water Use Occurs

Property Name: ERF 8892
Property Number: 8892
Portion of Property: 0
SG Cadastral Code: C05500080000889200000
Deeds Office: CAPE TOWN
Registration Division: PAARL
Registration Division Province: WESTERN CAPE
Surveyor General Office: CAPE TOWN

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2022/12/01	

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 - 2.2 an official document stating the extent of existing lawful water use pursuant to sections 33 or 38 of the National Water Act;
 - 2.3 a general authorisation as published in the Gazette; or
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National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number:	22160769
Water Use Number:	4
Water Use Start Date:	2022/12/01
Water Use Status Date:	2023/01/24
Water Use Status:	REGISTERED

RLA Details

RLA Business Unit:	BERG - OLIFANTS - BELLVILLE
RLA Reference:	GA12643

Lawfulness Authentication

Finding:	LAWFUL
Finding Date:	2022/11/17
Finding Reason:	GENERAL AUTHORISATION

Finding Confirmed:	YES
General Authorisation:	Gov. Gazette 40229, Notice 509, 26 August 2016
Legal Section:	Section 21(i) of the National Water Act (Act no. 36 of 1998)
GA Applicable From Date:	2016/09/01
GA Applicable To Date:	2036/08/31

Water Use Details

Type of Water Resource:	RIVER/STREAM	
Water Resource:	BERG RIVER	
For the Purpose of:	STORMWATER OUTLET 2 AND EROSION PROTECTION ON THE BANK OF BERG RIVER	
Altering of:	BANKS	
Start of Alteration:	Latitude	Longitude
	33.7693° south	18.97566° east
Datum Type:	WGS-84	
End of Alteration:	Latitude	Longitude
	33.7693° south	18.97566° east
Datum Type:	WGS-84	
Length of Watercourse Affected by Alteration:	20 METRES	
Water Use Sectors:		
Quaternary Drainage Region:	G10C	

National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(I) of the National Water Act

Water Use Identification

Register Number: 22160769
Water Use Number: 4
Water Use Start Date: 2022/12/01
Water Use Status Date: 2023/01/24
Water Use Status: REGISTERED

Property Where Water Use Occurs

Property Name: ERF 8892
Property Number: 8892
Portion of Property: 0
SG Cadastral Code: C05500080000889200000
Deeds Office: CAPE TOWN
Registration Division: PAARL
Registration Division Province: WESTERN CAPE
Surveyor General Office: CAPE TOWN

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2022/12/01	

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National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number: 22160769
Water Use Number: 5
Water Use Start Date: 2022/12/01
Water Use Status Date: 2023/01/24
Water Use Status: REGISTERED

RLA Details

RLA Business Unit: BERG - OLIFANTS - BELLVILLE
RLA Reference: GA12643

Lawfulness Authentication

Finding: LAWFUL
Finding Date: 2022/11/17
Finding Reason: GENERAL AUTHORISATION

Finding Confirmed: YES
General Authorisation: Gov. Gazette 40229, Notice 509, 26 August 2016
Legal Section: Section 21(i) of the National Water Act (Act no. 36 of 1998)
GA Applicable From Date: 2016/09/01
GA Applicable To Date: 2036/08/31

Water Use Details

Type of Water Resource: RIVER/STREAM
Water Resource: BERG RIVER
For the Purpose of: STORMWATER OUTLET 3 AND EROSION PROTECTION ON THE BANK OF BERG RIVER
Altering of: BANKS
Start of Alteration:

Latitude	Longitude
33.77065° south	18.97544° east

Datum Type: WGS-84
End of Alteration:

Latitude	Longitude
33.77065° south	18.97544° east

Datum Type: WGS-84
Length of Watercourse Affected by Alteration: 20 METRES
Water Use Sectors:
Quaternary Drainage Region: G10C

National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number: 22160769
Water Use Number: 5
Water Use Start Date: 2022/12/01
Water Use Status Date: 2023/01/24
Water Use Status: REGISTERED

Property Where Water Use Occurs

Property Name: ERF 8892
Property Number: 8892
Portion of Property: 0
SG Cadastral Code: C05500080000889200000
Deeds Office: CAPE TOWN
Registration Division: PAARL
Registration Division Province: WESTERN CAPE
Surveyor General Office: CAPE TOWN

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2022/12/01	

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National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number:	22160769
Water Use Number:	6
Water Use Start Date:	2022/12/01
Water Use Status Date:	2023/01/24
Water Use Status:	REGISTERED

RLA Details

RLA Business Unit:	BERG - OLIFANTS - BELLVILLE
RLA Reference:	GA12643

Lawfulness Authentication

Finding:	LAWFUL
Finding Date:	2022/11/17
Finding Reason:	GENERAL AUTHORISATION

Finding Confirmed:	YES
General Authorisation:	Gov. Gazette 40229, Notice 509, 26 August 2016
Legal Section:	Section 21(i) of the National Water Act (Act no. 36 of 1998)
GA Applicable From Date:	2016/09/01
GA Applicable To Date:	2036/08/31

Water Use Details

Type of Water Resource:	RIVER/STREAM	
Water Resource:	BERG RIVER	
For the Purpose of:	STORMWATER OUTLET 4 AND EROSION PROTECTION ON THE BANK OF BERG RIVER	
Altering of:	BANKS	
Start of Alteration:	Latitude	Longitude
	33.77171° south	18.97462° east
Datum Type:	WGS-84	
End of Alteration:	Latitude	Longitude
	33.77171° south	18.97462° east
Datum Type:	WGS-84	
Length of Watercourse Affected by Alteration:	20 METRES	
Water Use Sectors:		
Quaternary Drainage Region:	G10C	

National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(j) of the National Water Act

Water Use Identification

Register Number: 22160769
Water Use Number: 6
Water Use Start Date: 2022/12/01
Water Use Status Date: 2023/01/24
Water Use Status: REGISTERED

Property Where Water Use Occurs

Property Name: ERF 8892
Property Number: 8892
Portion of Property: 0
SG Cadastral Code: C05500080000889200000
Deeds Office: CAPE TOWN
Registration Division: PAARL
Registration Division Province: WESTERN CAPE
Surveyor General Office: CAPE TOWN

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2022/12/01	

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National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(i) of the National Water Act

Water Use Identification

Register Number:	22160769
Water Use Number:	7
Water Use Start Date:	2022/12/01
Water Use Status Date:	2023/01/24
Water Use Status:	REGISTERED

RLA Details

RLA Business Unit:	BERG - OLIFANTS - BELLVILLE
RLA Reference:	GA12643

Lawfulness Authentication

Finding:	LAWFUL
Finding Date:	2022/11/17
Finding Reason:	GENERAL AUTHORISATION

Finding Confirmed:	YES
General Authorisation:	Gov. Gazette 40229, Notice 509, 26 August 2016
Legal Section:	Section 21(i) of the National Water Act (Act no. 36 of 1998)
GA Applicable From Date:	2016/09/01
GA Applicable To Date:	2036/08/31

Water Use Details

Type of Water Resource:	RIVER/STREAM	
Water Resource:	BERG RIVER	
For the Purpose of:	STORMWATER OUTLET 5 AND EROSION PROTECTION ON THE BANK OF BERG RIVER	
Altering of:	BANKS	
Start of Alteration:	Latitude	Longitude
	33.77262° south	18.97406° east
Datum Type:	WGS-84	
End of Alteration:	Latitude	Longitude
	33.77262° south	18.97406° east
Datum Type:	WGS-84	
Length of Watercourse Affected by Alteration:	20 METRES	
Water Use Sectors:		
Quaternary Drainage Region:	G10C	

National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(l) of the National Water Act

Water Use Identification

Register Number: 22160769
Water Use Number: 7
Water Use Start Date: 2022/12/01
Water Use Status Date: 2023/01/24
Water Use Status: REGISTERED

Property Where Water Use Occurs

Property Name: ERF 8892
Property Number: 8892
Portion of Property: 0
SG Cadastral Code: C05500080000889200000
Deeds Office: CAPE TOWN
Registration Division: PAARL
Registration Division Province: WESTERN CAPE
Surveyor General Office: CAPE TOWN

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2022/12/01	

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National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(l) of the National Water Act

Water Use Identification

Register Number:	22160769
Water Use Number:	8
Water Use Start Date:	2022/12/01
Water Use Status Date:	2023/01/24
Water Use Status:	REGISTERED

RLA Details

RLA Business Unit:	BERG - OLIFANTS - BELLVILLE
RLA Reference:	GA12643

Lawfulness Authentication

Finding:	LAWFUL
Finding Date:	2022/11/17
Finding Reason:	GENERAL AUTHORISATION

Finding Confirmed:	YES
General Authorisation:	Gov. Gazette 40229, Notice 508, 26 August 2016
Legal Section:	Section 21(l) of the National Water Act (Act no. 36 of 1998)
GA Applicable From Date:	2016/09/01
GA Applicable To Date:	2036/08/31

Water Use Details

Type of Water Resource:	RIVER/STREAM	
Water Resource:	BERG RIVER	
For the Purpose of:	REMOVAL OF FLOOD BERM, INFILLING OF FLOODLINES AND CREATION OF FLOOD DEPRESSIONS WITHIN FLOODLINES END	
Altering of:	OTHER	
Start of Alteration:	Latitude	Longitude
	33.77325° south	18.96915° east
Datum Type:	WGS-84	
End of Alteration:	Latitude	Longitude
	33.77325° south	18.96915° east
Datum Type:	WGS-84	
Length of Watercourse Affected by Alteration:	1000 METRES	
Water Use Sectors:		
Quaternary Drainage Region:	G10C	

National Register of Water Use Registration Record 22160769

Altering the bed, banks, course or characteristics of a watercourse in terms of Section 21(1) of the National Water Act

Water Use Identification

Register Number: 22160769
Water Use Number: 8
Water Use Start Date: 2022/12/01
Water Use Status Date: 2023/01/24
Water Use Status: REGISTERED

Property Where Water Use Occurs

Property Name: ERF 8892
Property Number: 8892
Portion of Property: 0
SG Cadastral Code: C05500080000889200000
Deeds Office: CAPE TOWN
Registration Division: PAARL
Registration Division Province: WESTERN CAPE
Surveyor General Office: CAPE TOWN

WUN/Property Relationship Details

Relationship Start Date	Relationship End Date
2022/12/01	

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water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Tel: 0219416338

Fax: AssessorFax

INTERNAL MEMO

Date: November 16, 2022	Ref. No: WU23298 File No: 27/2/2/G310/82/5
To: Hellen Khoza	From: Ms Z Dlaku Contacts: 0219416338

APPLICATION FOR REGISTRATION OF WATER USE(S) IN RESPECT OF A GENERAL AUTHORISATION (GA) IN TERMS OF SECTION 39 OF THE NATIONAL WATER ACT, 1998 (ACT 36 OF 1998): FOR ARUN PROJECTS (PTY) LTD: THE PROPOSED MIX-USE DEVELOPMENT (FIRWOODS) ON ERF 8892, PAARL IN QUATERNARY CATCHMENT G10C, BERG-OLIFANTS - WMA

1. Background

The Department of Water & Sanitation (hereto referred as a Department) received an application for registration of water use(s) in respect to general authorisation (notice no 509) dated 26 August 2016 from Arun Projects (PTY) LTD for The Proposed Mix-Use Development (Firwoods) on Erf 8892, Paarl.

The applicant submitted the following documents:

- a) Application form for DW758, DW768, DW901 & DW902
- b) Copy of ID
- c) Company registration certificate
- d) Risk assessment
- e) Consultant Appointment Letter
- f) Certificate of change of name and owner consent letter

The water use(s) applied for are summarised in Table 1

Water use(s)	Purpose	Ground/ Surface	Property Description	Co-ordinates
Section 21 (i)				
Altering the bed, banks, course or characteristics of watercourse	Flood Depressions Outlet and Erosion Protection on Bank of Berg River	Surface	Erf 8892, Paarl	Latitude -33.76567 Longitude 18.97533
Altering the bed, banks, course or	Removal Of Flood Berm, Infilling of	Surface	Erf 8892, Paarl	Latitude -33.76570 Longitude 18.97518



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

characteristics of watercourse	Floodlines and Creation of Flood Depressions Within Floodlines (Start)			
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 1 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude -33.76633 Longitude 18.97542
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 2 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude -33.76930 Longitude 18.97566
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 3 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude -33.77065 Longitude 18.97544
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 4 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude -33.77171 Longitude 18.97462
Altering the bed, banks, course or characteristics of watercourse	Stormwater Outlet 5 And Erosion Protection on The Bank of Berg River	Surface	Erf 8892, Paarl	Latitude-33.77262 Longitude 18.97406
Altering the bed, banks, course or characteristics of watercourse	Removal Of Flood Berm, Infilling of Floodlines and Creation of Flood Depressions within Floodlines (End)	Surface	Erf 8892, Paarl	Latitude -33.77325 Longitude 18.96915

2. Findings

The applicant has submitted the requisite documents and the risk assessment was conducted by a person registered with a professional body. The water use(s) applied for registration are hereby confirmed to be falling within the ambit of GA.

3. Signatures

3.1 Confirmation of GA



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

Approved

Comments:

A handwritten signature in black ink, appearing to be 'W. Dreyer'.

I, Mr Warren Dreyer (Acting WULA Manager) herewith electronically sign this document.

Serial Number : 5257693870609618118

WULA Manager

Date: Nov 17 2022 8:42AM



+27 21 807 4500 +27 21 872 8054
 www.drakenstein.gov.za
 customercare@drakenstein.gov.za
 Civic Centre, Berg River Boulevard, Paarl 7646

Memo

To: EXECUTIVE DIRECTOR: CORPORATE & PLANNING SERVICE DEPARTMENT
 (ATTENTION: CORNELIA VAN DE BANK)

From: ACTING MANAGER: INFRASTRUCTURE DEVELOPMENT

Enquiries: L. SMITH

Collaborator number: 2048523

Reference number: 15/4/1 (8892) P (0041)

Date: 18 January 2024

Subject: APPLICATION FOR REZONING, SUBDIVISION AND EXEMPTION OF
 SERVITUDES OF FARM 8892 PAARL

These conditions will be subject to review by the Engineering Services Department upon receipt of Civil and/or building plans for approval. This may require all the studies carried out for the proposed development to be updated and revised accordingly, which shall include compliance with the latest legislation, amended legislation, latest or amended standards and revised master planning.

The aforementioned is based on the possibility of changes in the physical environment in respect of engineering infrastructure between date of issuing of conditions and actual building/construction being imminent, which may impact on available relevant infrastructure capacities as at time of initial issuing of conditions.

NOTE: This comment covers a number of disciplines and each section needs to be dealt with by a competent specialist in that field co-ordinated by the consultant managing the application. No correspondence will be entered into with individual consultants

THE FOLLOWING CONDITIONS WILL APPLY

1 STREETS & TRAFFIC

- 1.1 Any new roads/streets and accesses will be the responsibility of the developer, including all internal and bulk connectors;
- 1.2 *Letter from the Provincial Roads Engineer (PRE) reference TPW/CFS/RP/LUD/REZ/SUB-10/398 (Job 27805), dated 7 December 2021 and updated letter reference TPW/CFS/RP/LUD/SUB-10/398 (Job 27805), dated 5 October 2023 must be adhered to;*
- 1.3 *Any alterations to the existing road network will be the responsibility of the developer which includes design, approval and construction of any additional traffic control and or traffic*

1.4 ***calming measures detailed in the Site Traffic Assessment of Innovative Transport Solutions (ITS) dated November 2023; and***

1.5 ***Sidewalk to be extended to the development frontage end from the N1 On-ramp.***

2 STORM WATER

2.1 **No development is allowed within the 1:50 year flood line and any construction within the 1:100 year flood line must be 1m above the 1:100 year flood line;**

2.2 ***The ground level of erf 14 must be raised to above the floodline levels;***

2.3 ***Prior to the approval of any building plan or civil plans, a Disaster Management Plan (DMP) for erf 12, 13, 14 and the farm workers units must be submitted to this department for approval;***

2.4 **Any new storm water networks will be the responsibility of the developer, including all internal and bulk connectors;**

2.5 **Only pre-development run-off of a 1:2 year storm event will be accepted into the existing system. Provision must be made to accommodate the detention of run-off for a 1:50 year storm event; and**

2.6 **Provision must be made for an effective rainwater harvesting system to be planned and designed for all roof water. The volume of the storage facilities should be based on 0.02m³/m² roof area.**

3 WATER

3.1 ***The developer will be held responsible to implement the findings of the service capacity report of GLS consulting engineers dated 16 March 2022;***

3.2 **The development will be provided with a bulk metered connection at actual cost;**

3.3 **All individual portions must be provided with a separate water connection and a separate water meter to municipal specifications;**

3.4 **All the metered connections must be installed one meter inside the erf boundary of each portion;**

3.5 **Water saving devices shall be installed in toilets, bathrooms and basins; and**

3.6 **Any existing system that is to remain shall be upgraded to minimum municipal standards.**

4 WASTEWATER SERVICES

- 4.1 *The developer will be held responsible to implement the findings of the service capacity report of GLS consulting engineers dated 16 March 2022;***
- 4.2 *A 6m servitude is to be registered over the municipal sewer system in favour of Drakenstein Municipality at the cost of the developer. No trees or stumps will be allowed within the servitude area of the sewer system;***
- 4.3 All individual portions must be provided with a separate wastewater connection;**
- 4.4 All the connections must be installed one meter inside the erf boundary of each portion;
and**
- 4.5 Any existing system that is to remain shall be upgraded to minimum municipal standards.**

5 SOLID WASTE

- 5.1 The Municipality undertakes to remove household refuse in accordance with its by-laws and shall make its own arrangements with the occupants of erven/home owner's organisation in the development for the removal of such household refuse;**
- 5.2 A waste recovery/recycling initiative has been implemented in Drakenstein and the development will have to be prepared to comply with any requirements as the project is rolled out;**
- 5.3 Such collection shall be from individual erven/a single centralised waste collection site for the development;**
- 5.4 Provision should be made for a waste disposal facility and entrance to the township, with lockable gate for wheelie bins (240l bins) and recyclable bags equal to the number of dwellings per development;**
- 5.5 A key should be provided to Drakenstein Municipality to be able to unlock the door/gate to garbage area on collection days, from the kerbside;**
- 5.6 The garbage area should be enclosed with a 1.8m high fence and need to be provided with the following;**
 - Tap with running water;
 - A gully which is connected to an approved sewer connection;
 - Concrete floor;

- 5.7 Municipal refuse trucks will not enter the township (complex) to collect wheelie bins on collection days;
- 5.8 The Developer shall indemnify the Municipality from any damages caused as a result in rendering the refuse removal service; and
- 5.9 The developer shall submit an Integrated Solid Waste Management Plan for approval by the department before the completion of the civil works.

6 DEVELOPMENT CHARGES

- 6.1 Based on the information provided in the application, the Development Charge payable by the developer is **R15 190 787(Excl VAT)**. The levy is valid until **30 June 2024** where after a new calculation is required. The value has been calculated as follows:

- 6.1.1 Water = R3 509 063.00
- 6.1.2 Sewer = R2 199 138.00
- 6.1.3 Roads =R5 830 666.00
- 6.1.4 Stormwater = R1 381 688.00
- 6.1.5 Solid Waste = R2 270 232.00

7 GENERAL

- 7.1 *When at any stage in future the municipality is required to take over ownership and maintenance of civil infrastructure, it will be the responsibility of the property owners to ensure all water and waste water connections adhere to municipal standards and by-laws;*
- 7.2 When any service is to be taken over by Drakenstein Municipality, any damage caused due to the construction of houses or any other construction activity shall be repaired by the Developer. Failure to do so will result in clearances and occupation certificates being withheld and remedial works shall be done by Drakenstein Municipality for the cost of the developer;
- 7.3 The developer is responsible for the payment of a Developers Charge (water, sewer, stormwater, solid waste and roads) which can be discounted against the bulk service cost needed for the development;
- 7.4 The developer is responsible for the funding of all connections to the bulk services and all internal works;
- 7.5 The findings of the bulk service capacity analysis carried out by councils consultant GLS Engineers, needs to be implemented simultaneously with the development;

- 7.6 All of the works, including but not limited to; roads, stormwater, water, sewers, landscaping, irrigation, etc. shall be designed by a suitably registered (ECOSA registration for the civil works and SACLAP registration for the landscaping) person and any such works shall be constructed under supervision of such registered person. All such design plans shall be submitted to the Civil Engineering Services Department of Drakenstein Municipality for approval prior to the commencement of construction;**
- 7.7 All works where applicable shall be constructed to at least the minimum standards as set out in, Engineering Services: Municipal Standards;**
- 7.8 Where applicable all water network, (downstream of the valve immediately upstream of the bulk water meter, upstream of the connection to the existing system or intersection point with the existing road), sewer network, stormwater network and road network components shall be a private combined system and shall be indicated as such on all documents and plans;**
- 7.9 All private combined systems (including but not limited to water, sewer, stormwater, roads, irrigation, etc.) shall be the joint and several responsibility (including but not limited to the administration of the joint account and operation and maintenance of the system) of the members of the homeowners association/body corporate and must be noted as such in any constitution of any such body and any such constitution must be submitted for approval by council. This constitution shall be notarially linked to each separate title deed;**
- 7.10 A comprehensive operational infrastructure management plan shall be drawn up and submitted for approval by the Civil Services Department;**
- 7.11 A set of accurate as-built drawings as per Drakenstein Municipality: Civil Engineering Department's Standards must be submitted at the practical completion inspection; and**
- 7.12 The above conditions are to be complied with in stages.**
- 7.12.1 Requirements associated with the preparation of plans, drawings, permits, agreements and approvals, shall be complied with prior to construction;**
- 7.12.2 Requirements associated with the completion of construction, development charges, as-built drawings, maintenance management plans, agreements, etc. These will be complied with prior to the transfer of any property or occupation of any property/building in the phase; and**

7.12.3 Proof of compliance for the requirements associated with long term operations must be available on request.



LH SMITH

ACTING MANAGER: INFRASTRUCTURE DEVELOPMENT

I:\DEVELOPMENT APPLICATIONS\15 town planning\15-4-1\2024\comments\Erf 8892 Paarl - Firwoods - Rezoning, subdivision and Exemption of servitudes.docx

LHS/bvr



DRAKENSTEIN MUNICIPALITY DEVELOPMENT CHARGES CALCULATOR

Development Charges Summary

ED Number of Development: 0
 Physical Address: Paarl
 Municipal Area: Paarl
 Municipal Valuation of Property: 7645
 Owner: Drakenstein Municipality
 Owner ID No: 0

892 :
 Amstelhof
 Total Municipal Area
 R 598900
 Drakenstein Municipality

[Home](#)

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Land Use	Unit	Usage	Land Area developed with Land Use (m²)	CALCULATED EXISTING DEMAND					
				Water (kl/day)	Sanitation (kl/day)	Stormwater (c-ha)	Solid Waste (tonnes/week)	Roads (tsp/ha)	Electricity (kVA)
Agricultural small holdings	ha	59.48	594800	89.22	47.58	21.90	4.76	26.74	
TOTAL				89.22	47.58	21.90	4.76	26.74	

EXISTING DEVELOPMENT CHARGE PER SERVICE					
Water	Sanitation	Stormwater	Solid Waste	Roads	Electricity
R -1,048,049	R -36,222	R -3,436,455	R -58,042	R -906,222	

Land Use	Unit	Usage	Land Area developed with Land Use (m²)	CALCULATED NEW DEMAND					
				Water (kl/day)	Sanitation (kl/day)	Stormwater (c-ha)	Solid Waste (tonnes/week)	Roads (tsp/ha)	Electricity (kVA)
Agricultural small holdings	ha	39.83	398300	59.75	31.86	7.97	3.19	16.92	
Flat Residential (Med/High Income)	Flat	219	26900	153.30	109.50	1.88	10.95	14.135	
Single Residential stand area 2 rooms (Med/High Income)	ef	14	57000	16.80	11.20	2.28	0.70	21.00	
Single Residential stand area 4 rooms (Med/High Income)	ef	79	22300	71.10	55.30	0.89	3.95	118.50	

NEW DEVELOPMENT CHARGE PER SERVICE					
Water	Sanitation	Stormwater	Solid Waste	Roads	Electricity

Date: _____

Payment Received (R): _____

Date Payment Received: _____

Receipt Number: _____

18-Jan-24

existing land use		Description of proposed land use				
		Agricultural small holdings Existing Farm Single Residential stand area > 500sq(Med/ High Income)	Flat Residential (Med/ High Income) #REF!	Residential stand area > 500sq(Med/ High Income) Apartments Flat	Single Residential stand area < 500sq(Med/ High Income) New Condominiums	Sports, Recreation & Parks Open space
		#REF!	new dwelling house			

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DRAKENSTEIN
MUNISIPALITEIT • MUNICIPALITY • UMASIPALA
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registry@drakenstein.gov.za
Civic Centre, Berg River Boulevard Paarl 7646

Memo

To:	Manager: Land Use Planning and Surveying (Attention: E. Cyster)
From:	Manager: Environmental Management
Enquiries:	S. Reece
Collaborator number:	2064809
Reference number:	15/4/1 (8892)P
Date:	16 August 2023
Subject:	COMMENT: PROPOSED REZONING AND SUBDIVISION OF ERF 8892, PAARL

It is noted that the application is for the following:

- (i) The subdivision of Erf 8892 into to three portions depicted as Portions A to C on Plan No. 3;
- (ii) The rezoning of Portions A and B to Subdivisional Area;
- (iii) The subdivision of Portion A into 52 erven so as to allow for the development of six Conventional Housing erven and 35 Multi-Unit Housing units as well as for ancillary Open Space and Transport Zone purposes as depicted on Plan No. 4;
- (iv) The subdivision of Portion B into 125 erven so as to allow for the development of 56 Conventional Housing erven and 263 Multi-Unit Housing units as well as for ancillary Open Space, Transport and Utility Zone purposes as depicted on Plan No. 4;
- (v) Approval of a Phasing Plan, Plan No. 5;
- (vi) Approval of a Street Name and Number Plan, Plan No. 6 for the development that will be known as Firwoods Estate;
- (vii) Exemption for a Private Right of Way servitude over Portion C in favour of Portions A and B as well as Erf 8626 as depicted on Plan No. 3;
- (viii) Exemption for a municipal sewer services servitude over Portion C and proposed subdivided erven 173 and 174 as depicted on Plan No. 4; and
- (ix) Approval of the Entrance Gate Precinct Site Development Plan.

The Environmental Management Section has no objection to the application. The developer is to comply with the conditions of the Environmental Authorisation and the implementation of the approved Environmental Management Plan, Maintenance Management Plan and Landscaping Plan.

Yours faithfully

C. WINTER
MANAGER: ENVIRONMENTAL MANAGEMENT