CONSTITUTION

OF THE

GROOT PHESANTEKRAAL ESTATE

MASTER OWNERS ASSOCIATION

An association established in terms of Section 61 of City of Cape Town Municipal By-Law of 2015

STAD KAAPSTAD

1 2 MAR 2021

CITY OF CAPE TOWN

RECORDAL

1.This is the constitution of the Groot Phesantekraal Estate Master Owners Association ("the master association") for the development known as Groot Phesantekraal Estate, comprising of the subdivided erven of Erf 20582 Durbanville, being the management area which consists of 5 Precincts and 3 phases shown on the Precinct and Phase Plan marked Appendix A2 and portions as shown on the Subdivision Plan marked Appendix A1 which may include some or all or in combination the following land use components namely; free-standing single and/or group housing residential units, sectional title units, educational facilities (ie. school and/or university), student accommodation, commercial, retail, business and supportive land use.

2.The master association has as its members owners associations, body corporate or life right scheme or other associations established or as may be established within the management area and the developer for as long as the developer remains the registered owner of an erf in the development. It is specifically recorded that membership of all body corporates, and owners associations, life right schemes and other associations established or as may be established shall be automatic and compulsory for owners of erven. These body corporates and owners associations, life right schemes and other associations will be bound to comply with and to enforce compliance with the provisions of this constitution and rules made in terms hereof within any development in the management area, in addition to its own rules and regulations.

3.Each owner or body corporate or life right scheme or other association which is not a member of an owners association shall be represented at committee and general meetings of the master association by a nominated representative trustee who shall exercise the votes on behalf of the members and owners.

4.The main objects of the master association are to provide for the matters specifically referred to in section 62 of the City of Cape Town By-Law, which include:

4.1 The control over and maintenance of buildings, services, common areas and amenities arising from the subdivision of Erf 20582 Durbanville, to ensure that high standards of finishes are maintained.

4.2 To put arrangements in place aimed at ensuring the sustainable harmonious living and working together of people residing and working in the management area.

INITIAL

THE GROOT PHESANTEKRAAL ESTATE
MASTER OWNERS ASSOCIATION

CERTIFICATE OF APPROVAL

This is to certify that the Constitution of the GROOT PHESANTEKRAAL ESTATE MASTER OWNERS ASSOCIATION was this day approved by me on behalf of the City of Cape Town in terms of section 62(2)of City of Cape Town Municipal Planning By-Law of 2015.

SIGNED AT Kraaifontein on this the 12th day of March 2020.

FOR THE CITY OF CAPE TOWN
(duly authorised thereto)

STAD KAAPSTAD

1 2 MAR 2021

CITY OF CAPE TOWN

INITIAL

TABLE OF CONTENTS

		Page No
Recordal		2
Certificate of approval		3
PART 1: DEFINITIONS AND INTERPRETATION		
1.	Definitions	7
2.	Interpretation	13
PART 2: THE ASSOCIATION		
3.	Name and domicilium of the master association	14
4.	Constitution of the master association	14
5.	Establishment of the master association	15
6.	Membership of the master association	16
7.	Legal status of the master association	17
8.	Main object and purpose of the master association	18
9.	Powers and duties of the master association	20
10.	Management of the master association	23
11.	Indemnity and exclusion of liability	25
PART 3: THE TRUSTEES		
12.	Appointment of committee	27
13.	Qualification for election and fiduciary position	29
14.	Powers, duties and functions of committee	31
15.	Remuneration of trustees	33
16.	Removal and retirement of trustees	33
PART 4: THE MEMBERS		
17.	Membership compulsory	35
18.	Rights and obligations of members	35
19.	Cessation of membership	37
PART 5: MEETINGS		
20.	General meetings of association	37
21.	Special meetings of association	38
22.	Meetings of the trustee committee	39
23.	Venue and time of meetings	39
24.	Notice of meetings	40
25.	Quorum for meetings	42

INITIAL

26. Procedure at meetings 43
27. Voting at meetings 44
28. Ordinary and special resolutions 45
29. Minutes of meetings 46

PART 6: FINANCIAL AFFAIRS

30. Financial year and audit 46
31. Accounting records 47
32. Levies payable by members 48
33. Income tax 55

PART 7: DEVELOPMENT MANAGEMENT

34. Restrictions on development 56
35. Owners Associations, Body Corporates other Associations and Master Estate Design Guidelines .. . 58
36. Submission of Development / Site Development Plans 59
37. Builders' deposits 60
38. Common Areas 61

PART 8: ENFORCEMENT AND DISPUTE RESOLUTION

39. Enforcement 62
40. Dispute resolution 68

PART 9: DEVELOPER'S POWERS, DUTIES & EXEMPTIONS

41. Entrenched provisions 71
42. Developer's powers and duties 72
43. Phased Development and the Owners Associations 75
44. Transition from developer to association 75
45. Exemptions 76
46. Amendment of the Constitution 77

PART 10: WINDING-UP

47. Limitation on distribution of profits 77
48. Dissolution or failure to comply or ceases to function effectively 78

INITIAL

PART 11: APPENDICES

A1 Groot Phesantekraal Phase 4 Subdivision Plan

A2 Precinct and Phase Plan

A3 Master Estate Design Guidelines

A4 Representation and Voting summary

NOTICE: Please note that the Trustees reserve the right to amend Annexures A3 and A4 subject to the approval of the City of Cape Town and consequently members are obliged to establish the status of the said appendices.

INITIAL

PART 1: DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In this constitution, unless the context indicates the contrary, the following words have the meaning assigned to them below:

"**alienate**" means to divest of ownership of any Unit or part thereof, and includes alienation by way of sale, exchange, donation, deed, intestate or testate succession, cession, assignment, court order, insolvency or liquidation, irrespective of whether such alienation is subject to a suspensive or resolutive condition and further includes the granting of a registrable right of occupation, habitation or usufruct and

"***alienation***" shall have a corresponding meaning;

"**auditors**" means the auditors of the master association from time to time;

"**basic levy**" means the minimum levy payable by a member as determined in terms of clause 32;

"**body corporate**" means as defined in the Sectional Titles Act No 95 of 1986 and the Sectional Titles Schemes Management Act No 8 of 2011 established for a sectional title scheme on an erf within the management area which shall be a member of an owners association;

"**By-Law**" means the City of Cape Town Municipal Planning By-Law of 2015, as amended;

"**chairperson**" means the chairperson at a meeting of the master association or the committee, as the case may be, elected as such in terms of the constitution;

"**City**" means the City of Cape Town, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998, read with the Province of the Western Cape: Provincial Gazette 5588 of 22 September 2000;

"**conditions of approval**" means the conditions which the City may impose under the By-Law when granting development rights in respect of the development;

INITIAL

"committee" means the committee of trustees of the master association nominated in terms of clause 12 of this constitution;

"common areas" means private open spaces as shown on Appendix A1, but excluding private roads and private open spaces situated within a sectional title development or within an area for which a owners` association has been established for a portion of land within the management area;

"compliance agent" means the committee or managing agent or anyone acting with their approval to enforce compliance with the provisions of this constitution, the master estate design guidelines or the rules in terms of Part 8 of this constitution;

"constitution" means the constitution of the master association, as set out herein;

"developer" means Multidirect Investments 41 Pty Ltd (Registration No 2001/011412/07), a private company duly incorporated in accordance with the Company Laws of the Republic of South Africa of the Farm Groot Phesantekraal, Klipheuwel Road, Durbanville or nominee and its successors-in-title;

"development" means the township development approved by the City in respect of Erf 20582 Durbanville and known as Groot Phesantekraal Estate, comprising of Phases , which in turn comprise of 5 (five) precincts as shown on the precinct and phase plan and which include educational, residential, business and commercial nodes, in accordance with the conditions of approval and subdivision plan;

"development period" means that period commencing on the date that this constitution comes into force, and ending when the developer has effected transfer of the last erf owned by it.

"developer trustee" means a trustee appointed by the developer in terms of clause 12.1;

"environmental management plan" means the environmental management plan approved by the competent authority for the development as may be amended from time to time with the competent authority's approval;

"environmental liaison committee" means a subcommittee appointed by the trustee committee of the master association to advise on various environmental matters in the management area.

INITIAL

"**erf**" means an erf situated in the management area and registered or capable of being registered in the Deeds Registry and "unit" has the same meaning;

"**erf 20582**" means Erf 20582 Durbanville in the City of Cape Town and Division of the Cape, Province Western Cape;

"**estate manager**" – means a person or juristic person appointed by the committee to manage the affairs of the master association;

"**levy**" means a levy made upon a member and due to the association in terms of this constitution;

"**levy stabilisation fund**" means the stabilisation fund as contemplated in clause 9(1)(f);

"**life right scheme**" means a housing development scheme as contemplated in Act 65 of 1988

"**managing agent**" means any person or body appointed by the developer or master association as an independent contractor to undertake specific functions of the master association ;

"**management area**" means the subdivided portions of Erf 20582 Durbanville;

"**master association**" means the Groot Phesantekraal Estate Master Owners Association established in terms of this constitution;

"**master design review committee**" means a committee not exceeding 10 persons, appointed by the trustees comprising of experienced persons suitably qualified to attend to and execute the obligations of the committee in a professional manner;

"**master estate design guidelines**" means the guidelines and rules as contemplated in clause 36 as amended from time to time by the master design review committee, setting out the guidelines and requirements for the design and materials to be used in constructing buildings within the development, in order to promote the aesthetic integrity, harmony and character of the development, to conserve the environment

INITIAL

and/or to secure compliance with applicable by-laws and regulations and which guidelines have been prepared by the developer and are attached to this constitution as Appendix 'A3'

"master landscape plan" means a plan approved by the municipality to be applied to the landscape of the management area which plan is available at the offices of the developer;

"member" means a member of the master association as described in clause 6 and includes, for purposes of voting at meetings, the duly authorised representative of such a member;

"occupant" means the owner and any person lawfully occupying an Erf within the management area by virtue of an agreement concluded with the owner thereof;

"offence" means an act or omission as described in clause 40.2;

"offender" means for purposes of clause 40 the owner that has allegedly failed to comply with the provisions of the constitution, the master estate design guidelines, the rules, or a notice, directive or written warning issued in terms hereof; and for purposes of vicarious liability of the owner for acts or omissions on the part of such owner's members and his or their family members, tenants, occupants, invitees, visitors, agents, employees, contractors or the like, the owner shall be treated in terms of this constitution as having committed the act or omission himself;

"office bearer" means every chairperson, trustee and the managing agent;

"other associations" means any association comprising of members created in terms of the laws of the Republic of South Africa with legal capacity

"owner", when used in relation to:

- an erf, means the person in whose name ownership of an erf situated in the management area is registered;
- a sectional title unit, means the person in whose name ownership of a sectional title unit situated in the management area is registered;
- a life right, should a life right scheme be established within the management area, means for purposes of establishing liability for levies in terms hereof or

INITIAL

vicarious liability for acts or omissions as contemplated in clause 32, the life right developer or life right scheme owner;

"**owners association**" means a property owners association established and approved by the City for any property development on an erf within the management area;

"**participation quota**" in relation to the owner of a unit, means the percentage for the purposes referred to in clause 32 in respect of that unit;

"**person**" includes a company, close corporation, trust, partnership or other association of persons entitled to hold title to immovable property;

"**portions**" means the portions as shown on the subdivision plan;

"**precinct**" means the precinct(s) as defined as areas P1-P5 on the precinct and phase plan;

"**precinct and phase plan**" means Appendix A2 as amended from time to time;

"**prime rate**" means the publicly quoted prime interest rate (per centum, per annum, compounded monthly) from time to time published by the association's bankers as certified by any Manager of the association's bankers, whose appointment and designation need not to be proved. Furthermore o certificate issued by such manager shall constitute *prima facie* proof of such rate;

"**private open space**" means all areas generally designated as private open space shown Appendix A1, including all roads, pavements, gardens and other open areas for common usage;

"**proxy**" means a natural person appointed by a member in terms of this constitution and entitled to vote, representing such a member at any meeting contemplated herein;

"**representative trustee**" means a person nominated by an owner association or body corporate, life right scheme or other association in terms of clause 12 to serve on the

INITIAL

master association committee and to represent the owners at general meeting of the master association or his proxy;

"**rules**" means rules made in terms of clause 14;

"**sectional title scheme**" means a sectional title scheme as defined in the Sectional Titles Act, No. 95 of 1986, established within the management area and includes the land and buildings forming part thereof;

"**section**" means a section as defined in a sectional title scheme;

"**special levy**" means a special levy payable by a member as determined in terms of clause 32;

"**special resolution**" means a resolution passed at a special or general meeting of the master association of which not less than 21 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 poll, by members together holding not less than 66% (sixty six percent) of the total voting rights of members, present or represented at that meeting;

"**stabilisation levy**" means a levy calculated in accordance with clause 32 and made upon a member and due to the master association with each sale of an an erf, a sectional title unit or a life right, excluding the first sale by the developer or the owner of the life right scheme;

"**subdivision plan**" means the Groot Phesantekraal Phase 4 Subdivision plan annexed hereto marked Appendix A1

"**trustee**" means a natural person appointed or elected to the committee in terms hereof;

"**unit**" means an erf (improved or unimproved), a sectional title unit as shown on a sectional plan of a sectional title scheme (including an undivided share in the common property of such a scheme and an exclusive use area, where applicable) and/ or (where applicable) a life right unit within a life right scheme, situated in the management area;

INITIAL

2. INTERPRETATION

2.1 This constitution shall be interpreted in a manner that is consistent with and best serves the objectives of the master association; provided that, to the extent of any conflict between:

- the rules and the constitution, the constitution shall prevail;
- the master estate design guidelines and the rules, the master estate design guidelines shall prevail;

only to the extent of such conflict.

2.2 In this constitution, unless the context otherwise requires:

- any words importing the singular shall include the plural number and *vice versa*; and words importing one gender shall include the other two genders; and
- any reference to *writing, serve, send* and similar expressions must be interpreted to allow for such action or activity to be performed by electronic means.

2.3 Unless there is something in the subject matter or the context which is inconsistent therewith, any reference in this agreement to legislation shall be construed as a reference to such legislation as amended or re-enacted from time to time.

2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, whether or not a party, then notwithstanding that such provision appears only in the definition clause, effect shall be given thereto as if it were a substantive provision contained in the body of this agreement.

INITIAL

2.5 When any number of days is prescribed in this constitution, the same shall be reckoned at calendar days excluding a Saturday, Sunday or a proclaimed public holiday in the Republic of South Africa.

PART 2: THE MASTER ASSOCIATION

3. NAME AND DOMICILIUM OF THE MASTER ASSOCIATION

3.1 The name of the master association is the Groot Phesantekraal Estate Master Owners Association.

3.2 The master association appoints the address of the managing agent from time to time as the address at which legal process and other notices intended for the association may be served and where proxies may be deposited. Until such time as the managing agent is appointed the initial address of the master association shall be at Groot Phesantekraal Farm, Klipheuwel Road, Durbanville.

3.3 The committee shall notify all members in writing of such address and of any change thereof.

4. CONSTITUTION OF THE ASSOCIATION

4.1 This constitution has as its prime objects:

- the control, administration and management over dwellings and other buildings and the maintenance of services and amenities arising from the subdivision of Erf 20582 for the benefit of the members of the association;

- to put arrangements in place aimed at ensuring the sustainable harmonious living and working together of people residing and working in the management area, and specifically to provide for the matters set out in Section 62 (1)(a) of the By-Law 2015, as amended.

4.2 This constitution *inter alia* describes the powers, functions and duties of the master association, the committee, office-bearers and members and is

INITIAL

binding on the committee, the trustees, all other office-bearers of the master association and on the members.

(a) Conduct inconsistent with this constitution is invalid and obligations imposed by it must be fulfilled by all concerned.

(b) No resolution or purported resolution of the master association or committee shall be of any force or effect, or shall be binding upon the master association, the members or the committee, unless such resolution is competent within the powers of the master association or committee.

4.3 This constitution, or any part thereof, shall not be repealed or amended, save by a special resolution of the members and subject to compliance with clause 47.2 and further subject thereto that

(a) whilst the developer is a member of the master association, the developer approves any such amendment of the constitution or amendment of the rules;

(b) the amendment of the constitution will only take effect once the City's written approval thereof has been obtained in terms of Section 62(4) of the City of Cape Town Municipal By-Law 2015, as amended.

5. ESTABLISHMENT OF THE MASTER ASSOCIATION

5.1 The master association is established in terms of section 61 of the By-Law in accordance with the conditions of approval.

5.2 The provisions of this constitution shall come into force on the date of certification of approval of this constitution on behalf of the City.

5.3 The master association shall come into existence on the date that transfer of ownership of the first erf in the management area from the developer to an owner is registered.

INITIAL

6. MEMBERSHIP OF THE MASTER ASSOCIATION

6.1 The master association shall subject to clause 17 have as its members:

6.1.1 the developer for as long as the developer remains the registered owner of an erf or a unit in the development;

6.1.2 All owners associations or body corporates or life right scheme or other associations established in the management area.

6.1.3 every registered owner of an erf, portion, sectional title unit or life right holder in the management area who is not a member of an owners association.

6.1.3.1 Membership of the master association shall be automatic and compulsory for every registered owner of an erf or unit and shall commence simultaneously with registration of transfer of such Erf or Unit into the name of the transferee in the Deeds Office.

6.1.3.2 When a member cease to be the registered owner of an erf or a unit, he shall automatically cease to be a member of the master association.

6.1.3.3 Where any owner is more than one person, all the owners of the erf or unit shall be deemed jointly and severally to be one member of the master association.

6.1.3.4 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 each erf or unit registered in such person's name.

6.2 In the event that a development is undertaken on a subdivision of Erf 20582 Durbanville, the body corporate established for a sectional title scheme or life right scheme established or any other association established if not a member of an owners association shall be a member of this master association and shall be represented in this master association by a representative elected in accordance with provisions of clause 12 to be incorporated in the constitution

INITIAL

of that owners association of which the body corporate shall become a member.

6.3 In the event that an erf arising from the subdivision of Erf 20582 Durbanville is further subdivided and an owners` association is established for such a subdivision, the association thus established shall be a member of the master association and shall be represented in the master association by a representative elected in accordance with provisions of Clause 12 to be incorporated in the constitution of that owners association.

6.4 All members of the master association shall jointly be liable for the expenditure in connection with the said association.

7. LEGAL STATUS OF THE MASTER ASSOCIATION

7.1 The master association is an association with legal personality and has perpetual succession. It is a distinct and separate legal entity and its assets, liabilities, rights and obligations vest in it independently of its members.

7.2 None of the members or the trustees in their personal capacities has any right, title, interest to or in property, funds or assets of the master association. Subject to the provisions of the By-Law and this constitution, the members will not by reason of their membership be liable for the liabilities and obligations of the master association.

7.3 The master association is capable of suing and being sued in its own name. All actions, suits, proceedings at law or any arbitration shall be brought by or against the master association in the name of the master association. The trustees may authorise any person or persons to act on behalf of the master association and to sign all such documents and to take all such steps as may be necessary in connection with such proceedings.

7.4 The master association may not conduct any business for profit or gain but is an association for the benefit of its members. It must use its funds solely for the objects for which it has been established.

INITIAL

7.5 The master association has the right to acquire, hold, lease and alienate property, both movable and immovable, and to acquire rights and obligations and incur expenses.

8. MAIN OBJECTS AND PURPOSE OF THE MASTER ASSOCIATION

8.1 The main objects and purpose of the master association are:

(a) the control over dwellings, buildings, services and amenities arising from the subdivision of Erf 20582 Durbanville in terms of which the township was created to ensure that high standards of finishes are maintained;

(b) to promote, advance and protect the collective welfare and benefit of its members generally with respect to their ownership, use and enjoyment of the land and improvements within the management area so as to ensure the sustainable harmonious living and working together of people residing and working in a safe and congenial living environment; and

(c) to take ownership of and control the common areas.

8.2 Subject to the provisions of clause 8.3 the objects of the master association *inter alia* include to:

(a) establish, regulate and enforce aesthetic standards within the management area by exercising control over dwellings, buildings and other improvements in accordance with the master estate design guidelines, more particularly as regards the external appearance of all dwellings and structures to be erected within the management area with the specific purpose that the members derive the maximum collective benefit;

(b) maintain and repair, the landscaping within the private open space, the road verges of the public road network and the stormwater infrastructure within the private open space comprising of earth

INITIAL

channels, swales, dams and retention facilities as shown on Appendix A1;

(c) establish, maintain and enforce good conduct standards of members and occupants within the management area for the general benefit of all members in accordance with the rules;

(d) take transfer of the common areas, control the use of and improve and undertake the upkeep and maintenance of the common areas and all services, amenities and landscaping thereon and all other assets under its control.

(e) take responsibility for and manage:

f.1 the implementation of the environmental management plan in the management area; and

f.2 the implementation of the master landscaping plan in the management area; and

f.3 that the required environmental audits be carried out from time to time; and

(f) insure all assets under its control; and

(g) determine, raise and collect levies and special levies from the members as provided for herein to fund the carrying out of its objects;

(h) form or accept the formation of owners associations to serve as a master association for the members and to manage, administer and control all aspects of common interest to members and owners associations;

(i) delegate any of its powers and functions to owners associations and at any time revoke such delegation.

(j) Enforce certain conditions of subdivision approval or management plans listed in the said conditions

INITIAL

8.3 The master association shall not:

a) fulfil in respect of any body corporate, life right scheme or other association established within the management area, the management and control functions which such body corporate, life right scheme or other association have in respect of their members;

b) fulfil in respect of any owners association established for the subdivision of units within the management area, the management and control functions which such owners association have in respect of their members and development schemes, including the maintenance, upkeep and/or improvement of services and amenities;

c) be responsible for the maintenance, upkeep or improvement of services and amenities situated within the boundaries of a portion or an erf within the management area for which any other owners association, body corporate, life right scheme or other association has been established; and

d) have any responsibility in respect of services and amenities provided and maintained or to be provided and maintained by the City.

9. POWERS AND DUTIES OF THE MASTER ASSOCIATION

9.1 Without limiting the generality of the powers specifically referred to, but subject to this constitution and specifically clause 42 hereinafter, the master association;

(a) has the power to make rules or, in general meeting, to direct the committee to make rules not inconsistent with this constitution for the furtherance and promotion of any of the objects of the master association, for the better management of the affairs of the master association, for the advancement of the interest of members and to assist it in administering and governing the activities of the master association generally and may vary or modify the rules which it or the committee has made;

INITIAL

(b) is responsible for the implementation and enforcement of this constitution and the rules and for all administration and management required in respect thereof and to this end has the power to impose and recover fines and penalties;

(c) may open and close a bank account in the name of the master association with a registered financial institution;

(d) may institute and defend legal action in the name of the master association;

(e) must determine and collect levies to defray the expenses of the master association;

(f) must manage all basic, special and stabilisation levies

(g) may enter into contracts for the furtherance of the main objects and purposes of the master association; provided that no contract concluded on behalf of the master association shall be valid and binding unless it is signed by the chairperson of the committee;

(h) has the power to deal with all matters set out in the conditions of approval; and

(i) may do anything necessary or desirable for or incidental, supplementary or ancillary to achieve the objects set out above.

(j) may budget annually for an environmental management levy to ensure the open space system is managed and maintained on a regular basis.

9.2 The master association must fulfil general management and administrative functions in respect of the management area, including *inter alia*:

(a) the appointment of the managing agent and monitoring of the agreement with the managing agent; and/ or employ a manager if it deems preferable;

INITIAL

(b) the control over dwellings, buildings and the maintenance of services and amenities;

(c) the maintenance and upkeep of all common areas;

(d) subject to the availability of water from boreholes and approval by the Department of Water and Sanitation, to allocate and distribute groundwater within the management area;

(e) the payment of all:

(i) rates, taxes and other proprietary charges payable in respect of common areas;

(ii) costs of insurance of all the buildings infrastructure and landscaping situated in the common areas, which insurance shall be put in place for such replacement values as the master association may determine;

(iii) costs of water and electricity consumed on common areas within the management area;

(iv) environmental levies (if any) imposed by the competent authority from time to time;

(f) the general management of all accounts, finances and other administrative requirements relating to the levies and affairs of the master association; and

(g) the performance of the further functions and delivery of the further services as provided for in this constitution.

9.3 The master association is the legal entity responsible for the overall management and maintenance of common areas and shall:

INITIAL

(a) properly maintain the common areas, all assets and facilities of the master association and ensure that it complies with and enforces compliance with *inter alia* the provisions of this constitution, the environmental management plan, the master estate design guidelines, the stormwater management plan and the master landscape plan approved by the City and/or the competent authority as may be amended with their approval from time to time; and

(b) subject to availability, authorise and control the provision and distribution of irrigation water in the management area.

9.4 The master association may, in general meeting, itself make rules in regard to any matter referred to in clause 14.5 and may also vary or modify the rules which it or the committee has made.

10. MANAGEMENT OF THE MASTER ASSOCIATION

10.1 The affairs of the master association will be managed and controlled by the committee, assisted by the managing agent, unless otherwise stipulated in this constitution.

10.2 The developer shall appoint the first managing agent on behalf of the master association as the association's first managing agent to undertake, as an independent contractor, any of the functions of the master association and to oversee the implementation of decisions of the master association and the committee. Such appointment shall be for a minimum period of 5 years, subject to earlier termination of appointment in the circumstances described in clause 10.4.

10.3 The committee shall, subject to the provisions of clause 10.2 and 10.4, appoint a managing agent to undertake any of the functions of and to exercise such powers and duties as may be entrusted to the managing agent by the committee from time to time (including the power to collect levies, including special levies, stabilisation and environmental levies (if any), and to oversee the implementation of decisions of the master association and the committee; provided that it may re-appoint the managing agent initially appointed by the developer.

INITIAL

10.4 The committee shall ensure that there is included in the contract of such employment, provisions to the effect that:

(a) in the event that the managing agent is in breach of any provision of the management agreement after a second written warning, the committee may by written notice cancel such management agreement and that the managing agent shall have no claim whatsoever against the committee and/ or the master association as a result of such cancellation;

(b) if the managing agent is guilty of conduct which at common law would justify the termination of a contract between master and servant the committee may, without notice, cancel such contract of appointment; and

(c) it is made for a period of 1 (one) year only provided that, such appointment shall automatically be renewed from year to year unless the committee notifies the managing agent to the contrary by giving the managing agent 3 (three) months' notice in writing.

10.5 The committee shall provide reasonable assistance to the managing agent for the latter to successfully implement and offer the specific services which the managing agent is to render to the master association and its members as provided for herein. The committee shall on a regular basis meet with representatives of the managing agent to co-ordinate the rendering of the relevant services by the latter.

10.6 The committee shall at all times have the right to engage on behalf of the master association the services of accountants, auditors, attorneys, advocates, architects, engineers, managing agents, any professional person or firm or any other employees whatsoever for any reason deemed necessary by the committee for carrying out the objects of the master association or in connecting therewith.

(a) The right to engage the services of others shall include the right to dismiss them or terminate their services or contracts.

INITIAL

(b) The engagement of such persons or firms shall be on such terms as the committee shall decide.

10.7 The engagement of such persons or firms as contemplated in clause 10.6 shall be on such terms as the committee shall decide; provided that any expenditure incurred in respect of the above, shall not exceed 30% (thirty per centum) of the total annual basic levy for the year in question unless authorised by a Special Resolution.

11. INDEMNITY AND EXCLUSION OF LIABILITY

11.1 Every owner, occupant or resident in the management area, any member of their families, their employees, agents, contractors, servants, guests or any other such persons whomsoever using any of the services, land or recreational facilities of the master association does so entirely at own risk, and none of them shall have any claim against the master association, the trustees or the managing agent of whatsoever nature arising from such use.

11.2 The master association and the office bearers shall not be liable for any loss (including consequential loss), injury, loss of life or damage to person or property of any nature whatsoever which any owner, occupant or resident in the management area, any member of their families, or their employees, agents, contractors, servants, guests, visitors or any other such persons whomsoever may sustain:

(a) by reason of any defect in or state of disrepair of the common area, any residential buildings in the management area, or any fittings, fixtures, equipment or appurtenances of whatsoever nature therein or thereon, notwithstanding that such defect or state of disrepair may be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the master association, the trustees, the managing agent or any of their agents, employees or contractors; or

(b) directly or indirectly, in the management area whether such injury, loss or damage be due to theft, the action of rain, wind, hail, lightning, explosion, spontaneous combustion, gas, fire, water leakage, seepage, cessation or interruption of or defect in any electric, gas

INITIAL

fuel, water, sanitary, telephone, air conditioning or other services to or within the development (irrespective of the cause thereof), or be due to or occasioned wholly or in part by any act or omission (excluding gross negligence) of the master association, the trustees, the managing agent or any of their agents, employees or contractors, or be due to riots, strikes, civil commotion or any other cause whatsoever.

11.3 Every owner and occupant and member hereby indemnifies and holds harmless the master association against all claims of whatsoever nature which may be brought against the master association by an owner, his occupant, tenant or any member of their families, their employees, agents, contractors, servants, visitors, guests or any other such persons whomsoever within the development, whatsoever the nature of such claim and howsoever arising, including gross negligence.

11.4 If any legal proceedings are instituted against the master association in any court, arbitration forum or similar tribunal by any member, owner, occupant, or by any person who has acquired the contractual right to become a member or occupant, the court shall be requested not to award costs against the master association even if such legal proceedings are successfully concluded against the association, if the court is of the opinion that the master association acted reasonably out of concern for or in the best interest of the members generally and had made due efforts to use other means reasonably available for obtaining the relief sought.

11.5 Insofar as the provision of clause 11.4 affects proceedings instituted by any prospective member, owner or occupant, it shall be effective with retrospective effect to the date of the institution of the legal proceedings if that person becomes an owner, a member or occupant at any time before any award of costs against the master association in favour of that person has been satisfied and shall for that purpose, and to the extent necessary, be deemed to be a waiver of rights by the person concerned upon assumption of ownership.

11.6 Subject to clause 13.4 all trustees, the chairperson and compliance agent shall be indemnified from the funds of the master association against any liabilities *bona fide* incurred by them and all losses of whatsoever nature

INITIAL

incurred arising out of any *bona fide* act by them, jointly or severally, in connection with the discharge of their respective duties, including *inter alia* prosecuting or defending any legal proceedings in which the master association is involved, in which relief is granted by the Court to any other party to the proceedings.

11.7 It shall be the duty of the committee out of the funds of the master association to pay all costs, losses and expenses (including travelling expenses) as contemplated in clause 11.6 which the trustees, the chairperson and compliance agent (as the case may be) may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person in the discharge of any of his respective duties.

11.8 An office bearer in the execution of any of the duties of his office or in relation thereto shall not be liable for any:

(a) acts, receipts, neglects or defaults of the auditors, or of any of the other trustees, whether in their capacities as trustees or as a chairperson;

(b) loss or expense sustained or incurred by the master association through the insufficiency of any security in or upon which any of the monies of the association shall be invested;

(c) loss or damage arising from the insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited;

(d) any loss or damage occasioned by any error of judgment or oversight on his part;

(e) other loss, damage or misfortune;

unless the same shall happen through lack of *bona fides* or breach of duty or breach of trust.

PART 3: THE TRUSTEES

12. APPOINTMENT OF COMMITTEE

INITIAL

12.1 The trustees of the master association shall initially comprise of the developer's trustees appointed from date of certification I of this constitution by the City who shall serve as such until the first annual general meeting of the master association.

12.2 There shall be a committee of trustees of the master association which shall comprise of not less than three (3) trustees appointed by the developer and of representatives of owners associations, body corporates, life right schemes or other associations to be elected by the respective members in each owners association, body corporate, life right schemes or other association subject to the provisions of clause 13.

12.3 The election of the trustee representative(s) to serve on the committee of trustees shall occur at the first annual general meeting of members of their respective owners associations, body corporate, life right scheme or other association following upon the registration of transfer of ownership of the first erven within that development in the management area from the developer to a purchaser.

12.4.1 One (1) representative trustee from each of the portions excluding portions zoned for public roads, private open spaces and utilities will be nominated by the owners association, body corporate, life right scheme or other association to serve on the committee.

12.4.2 The above nominations shall be confirmed in writing by the relevant owners association, body corporate or other association and must be received at the address of the managing agent and the developer at least 7 (seven) days before the date of any annual general meeting of the master association.

12.5 Upon any vacancy occurring on the committee before the next annual general meeting, the vacancy in question shall be filled, if the trustees vacating office is:

a) a developer's trustee, by the developer; and

INITIAL

b) a representative trustee, by a person nominated by the remaining member trustees provided such person shall be a member from the owners association, body corporate, life rights scheme or other association his predecessor represented.

12.6 Trustees that retire from office as set forth in clause 16, shall be eligible for re-election to the committee at an annual general meeting provided they have been nominated as contemplated in clause 12.4 above.

12.7 Within 14 (fourteen) days of the holding of an annual general meeting, the committee shall meet and shall elect from the nominated representatives the chairperson, who shall hold its office until the annual general meeting held next after its said appointment; provided that:

(a) the office of the chairperson shall *ipso facto* be vacated by the trustee holding such office upon his or her ceasing to be a representative trustee for any reason; and

(b) in the event of any vacancy occurring in the office of chairperson at any time, the committee shall immediately meet to appoint one of their number as a replacement in such office..

13. QUALIFICATION FOR ELECTION AND FIDUCIARY POSITION OF TRUSTEES

13.1 A representative trustee need not be a member of an owners association. Body corporate, life right scheme or other association

13.2 Each trustee shall stand in a fiduciary relationship to the master association. Without prejudice to the generality of the expression 'fiduciary relationship, it implies that a member trustee -

13.2.1 shall in relation to the master association act honestly and in good faith, and in particular –

(a) shall exercise such powers as he may have to manage or represent the master association in the interest and for the benefit of the association; and

INITIAL

(b) shall not act without or exceed the powers aforesaid; and

13.2.2 shall avoid any material conflict between his own interests and those of the master association, and in particular –

(a) shall not derive any personal economic benefit to which he is not entitled by reason of his office as trustee of the master association, from the master association or from any other person in circumstances in which that benefit is obtained in conflict with the interests of the association;

(b) shall notify every other trustee, at the earliest opportunity practicable in the circumstances, of the nature and extent of any direct or indirect material interest which he may have in any contract of the master association.

13.3 A trustee of the master association whose *mala fide* or grossly negligent act or omission has breached any duty arising from his fiduciary relationship, shall be liable to the master association for-

13.3.1 any loss suffered as a result thereof by the master association; or

13.3.2 any economic benefit derived by the trustee by reason thereof.

13.4 Where a trustee fails to comply with the provisions of clause 13.3 and it becomes known to the master association that the trustee has an interest referred to in that subsection in any contract of the master association, the contract in question shall, at the option of the master association, be voidable: Provided that where the master association chooses not to be bound, a court may on application by any interested person, if the court is of the opinion that in the circumstances it is fair to order that such contract shall nevertheless be binding on the parties, give an order to that effect, and may make any further order in respect thereof which it may deem fit.

13.5 Except as regards his duty referred to in clause 13.3, any particular conduct of a member trustee shall not constitute a breach of a duty arising from his fiduciary relationship to the master association, if such conduct was preceded

INITIAL

or followed by special resolution approval where such members were or are cognizant of all the material facts.

14. POWERS, DUTIES AND FUNCTIONS OF COMMITTEE

14.1 Subject to the express provisions of this constitution the committee shall manage and control the business and affairs of the master association, shall have full powers in the management and direction of such business and affairs and, save as may be expressly otherwise provided herein, may exercise all such powers of the master association, and do all such acts on behalf of the master association, as may be exercised and done by the master association by ordinary resolution in general meeting.

14.2 The funds and assets of the master associations shall vest in and be controlled by the trustees on behalf of the members, according to the objectives of the master association.

14.3 The committee shall have the right to co-opt onto the committee any member chosen by it, subject thereto that such member is not disqualified for appointment in terms of clause 16.2. A co-opted trustee shall enjoy all the rights and be subject to all the obligations of the trustees.

14.4 The committee may from time to time on its own accord or, when directed to do so in a general meeting of the master association, make rules not inconsistent with this constitution for the furtherance and promotion of any of the objects of the master association, for the better management of the affairs of the master association, for the advancement of the interest of members and to assist it in administering and governing the activities of the master association generally.

14.5 Subject to any restriction imposed or direction given at a general meeting such rules may include (but shall not be limited) to rules governing:

INITIAL

(a) aesthetical control over and maintenance of the exterior of dwellings and other structures in accordance with the master estate design guidelines as well as landscaping within the management area;

(b) the general conduct of members, including rules governing the manner and method of use and enjoyment of dwellings and other structures, and the common property and facilities by members, occupants, tenants and visitors;

(c) the provision, allocation and utilisation of private parking areas within the area for owners, occupants, tenants and their guests or visitors and the introduction of traffic calming measures;

(d) the introduction and maintenance of security facilities, security control measures, the admission of any person within the management area and the eviction of any person not entitled to be present therein;

(e) the right to prohibit, restrict or control the keeping of animals which the committee believes is or may cause a nuisance or a hazard or is or may unduly interfere with someone else's peaceful use and enjoyment of his property or right of occupation;

(f) the enforcement of the constitution and rules made in terms thereof;

(g) the conduct at committee and general meetings;

(h) the preservation of the natural environment;

(i) the storage of flammable and other harmful substances;

(j) the making of levies and collection of contributions from members;

(k) the imposition of fines and other penalties that may be payable and enforced against members;

(l) the resolution of disputes generally; and

INITIAL

(m) generally such other matters as may be necessary for harmonious living and working in the management area and beneficial use and enjoyment of the common areas.

14.6 Without in any way limiting the powers granted, the powers and duties of the committee shall further specifically include the determination for what constitutes appropriate standards for residential living, business/commercial and educational activities, maintenance, repairs, additions to and improvements of all dwellings/buildings in the management area in accordance with the provisions of the master estate design guidelines.

14.7 All rules made by the committee in terms of this constitution shall be reasonable and shall apply equally to all owners.

14.8 The committee shall be entitled to cancel, vary or modify any of its decisions, resolutions and the rules from time to time, provided that such power is subject to all restrictions and compliance with all procedural requirements as may in law exist.

15. REMUNERATION OF TRUSTEES

15.1 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as trustees and/or chairperson, , as the case may be, but save as aforesaid, shall not be entitled to any other remuneration fees or salary in respect of the performance of such duties.

15.2 A proper record shall be kept of all payments made in terms of clause 15.1 and shall be tabled at the annual general meeting of the master association.

16. REMOVAL AND RETIREMENT OF TRUSTEES

16.1 A trustee shall be deemed to have vacated his office as such upon:

(a) him ceasing to be the trustee and/or representative of the relevant owners association, body corporate, life right scheme or other association;

INITIAL

(b) his estate being sequestrated, whether provisionally or finally, his surrendering his estate, or his making any compromise with his creditors;

(c) his conviction for any offence involving dishonesty;

(d) his becoming of unsound mind or being found lunatic;

(e) his resigning from such office in writing delivered to the managing agent;

(f) his death;

(g) his removal from office by a special resolution of the members; or

(i) him failing to attend three consecutive meetings of the committee.

16.2 A representative trustee shall serve for a three (3) year term, unless he vacates or is removed from office earlier as provided for herein.

16.3 In the event a representative trustee is removed or vacates from the office as contemplated in clause 16.2 a replacement trustee shall be elected provided thereto that all owners association and body corporate and life right scheme other association which are not a member of an owner association within the management area must at all times be represented on the committee in accordance with the provisions of clause 12.4.

16.3.1 The trustee to fill a casual vacancy shall be subject to retirement at the same time as if he had become a representative trustee on the day on which the representative trustee in whose stead he was appointed, was nominated as a representative trustee.

16.4 If any casual vacancies occur in the committee, the remaining trustees may continue to act in terms hereof, provided that if and for so long as their number is reduced below the required quorum, the remaining trustees may only act:

INITIAL

(a) to increase the number of representative trustees to the required minimum in terms of clause 12; or

(b) summon a general meeting for that purpose;

provided that if no representative trustee is able or willing to act in this fashion, then any member may convene a general meeting for that purpose.

16.5 Anything done by a trustee in good faith, by a person who ceases to be a trustee, shall be valid until the fact that he is no longer a trustee has been recorded in the minute book of the committee.

PART 4: THE MEMBERS

17. MEMBERSHIP COMPULSORY

17.1 Membership of the master association shall be compulsory for every person or entity as described in clause 6 and shall commence simultaneously with registration of transfer of ownership of a unit/erf into the name of the transferee.

17.2 The committee shall cause a register to be kept of all members, reflecting their respective addresses nominated in terms of clause 18.2.

17.3 The committee may by resolution provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the committee.

18. RIGHTS AND OBLIGATIONS OF MEMBERS

18.1 The constitution is binding on members and every member is obliged, to further the objects and interests of the master association by incorporating the provisions of this constitution and where applicable any other provisions in its own constitution and:

(a) to observe and comply with:

(a.1) the provisions of this constitution, the rules, all security procedures and any agreement concluded by the master

INITIAL

association insofar as such agreement may directly or indirectly impose obligations on a member;

(a.2) any reasonable written notice, warning and directive given from time to time by the compliance agent in enforcing the provisions of this constitution and the rules;

18.2 Each member shall forthwith nominate by written notice delivered to the managing agent:

(a) a physical address within the Republic of South Africa at which legal process and notices intended for the member may be served; and

(b) a postal address, a facsimile number and/ or an email address at which he will receive notices and other communications from the association;

and may similarly withdraw an earlier nomination made by him and make a fresh nomination in terms hereof.

18.3 A member shall not allow the alienation or transfer an erf/unit/ life right unless:

(a) it is a condition of the alienation and transfer that the transferee becomes a member of the owners association upon the registration of transfer of that erf into the name of that transferee.

(b) the transferor first obtains a clearance certificate from the Master Association signed by the managing agent (to be given provided the member has complied with all his or her obligations in terms of its constitution);

(c) the alienee of such erf agrees in writing to abide by the terms of the constitution of the owners association; and

(d) the proposed alienation takes place on terms and conditions (not relating to price) as prescribed by the owners association and the managing agent.

INITIAL

18.4 A member shall not allow the alienation or transfer of a sectional title unit unless the alienee of such sectional title unit agrees in writing to abide by the terms of the constitution of its owners association and the rules.

19. CESSATION OF MEMBERSHIP

19.1 No member as contemplated in clause 6 may resign as a member of the master association, provided that a member shall *ipso facto* cease to be a member when it is terminated. to be the registered owner of an erf and/or unit and/or life right.

19.2 A member ceasing to be a member of the master association for any reason its trustee or liquidator shall not have any claim upon or interest in the funds or other assets of the master association. This clause shall be without prejudice to the rights of the master association to claim from such member any arrears of subscriptions or other sums due by him to the master association at the time of his so ceasing to be a member.

PART 5: MEETINGS

20. GENERAL MEETINGS OF ASSOCIATION

20.1 The master association shall within 4 (four) months from the financial year end in each calendar year, hold a general meeting (AGM) as its annual general meeting, in addition to any other general meetings, during that year, the first meeting (Inaugural meeting) to be scheduled in accordance with the developer's determination made in terms of clause 42.4, and shall specify the meeting as such in the notice as contemplated in clause 24.

20.2 Such AGM shall, subject to the provisions of this constitution, be held at such time and place as the committee shall decide from time to time.

20.3 In addition to any other matters required in terms of this constitution to be dealt with at an annual general meeting, the following matters shall be dealt with at every AGM meeting:

INITIAL

(a) the confirmation of the minutes of the preceding annual general meeting (AGM) and special general meetings (if any);

(b) consideration of the chairperson's annual report to the master association;

(c) the election of the members as trustees to serve on the committee and announcement of the developer's trustees;

(d) consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;

(e) consideration of the financial statements of the association for the last financial year of the master association preceding the date of such meeting;

(f) consideration of the appointment or re-appointment of auditors;

(g) submission, for information, of a schedule of insurance values/covers;

(h) a budget prepared by the managing agent of the total monthly levies to be payable during the ensuing financial year, as well as the proposed expenditure thereof; and

consideration of the total basic levy (which may include a contribution to the reserve fund) proposed by the committee or managing agent for the ensuing financial year for the purpose of meeting all the expenses which the master association has incurred, or which the committee and/ or managing agent reasonably anticipates the association will incur.

21. SPECIAL MEETINGS OF ASSOCIATION

21.1 All meetings other than annual general meetings (AGM) and Inaugural meetings shall be called special general meetings.

INITIAL

21.2 The committee may, whenever deemed fit, convene a special general meeting.

21.3 A special general meeting shall be called by the managing agent within 30 (thirty) days of receipt of a request by the members of the master association representing not less than) **30% (percentage) of the votes** of the master association. Such requisition shall state the business to be considered, the detailed reasons for the resolution sought and the wording of any such resolution to be voted upon.

22. MEETINGS OF THE TRUSTEE COMMITTEE

22.1 The trustees may meet for the dispatch of business, adjourn and otherwise regulate the committee meetings as they deem fit, subject to the provisions of this constitution.

22.2 Meetings of the committee shall be held at least every quarter, provided that if all the trustees shall in writing have waived the above requirement in respect of a particular quarter, then no meeting of the committee need be held for that quarter.

22.3 The chairperson of the committee always has the right to convene meetings thereof in a manner as may be decided by the committee from time to time; and a trustee may, provided he has the support in writing of a majority of the other trustees in weighting, at any time convene a meeting of the committee.

22.4 Save as otherwise provided for herein, the proceedings at any committee meeting shall be conducted in such reasonable manner and form as the chairperson of the meeting shall decide.

22.5 A written resolution signed by all the trustees shall be as valid and effectual in all respects as if it had been duly passed at a meeting of the committee duly called and constituted. Such a resolution may consist of one or more documents signed by a trustee or trustees. The trustees shall deliver such written resolution to the managing agent without delay to be recorded in the master association's minute book and shall be deemed to have been

INITIAL

adopted on the day that it was signed by the last trustee who is entitled to sign.

23. VENUE AND TIME OF MEETINGS

23.1 The annual general meeting and all special general meetings shall be held at such place and time as the committee shall decide from time to time; provided that it shall be held in or within a radius of 30 kilometres from the management area.

23.2 The meetings of the committee shall be held at such place and time as the convenor of the meeting shall decide from time to time.

23.3 If circumstances require it any of the aforesaid meetings can be held via any electronic platform the committee may decide upon.

24. NOTICE OF MEETINGS

24.1 An **annual general** meeting and a special general meeting, shall be called by at least 21 (twenty one) days' written notice to all trustees and all members entitled to receive notice of such meeting; provided that a general meeting of the master association shall, notwithstanding that it is called by shorter notice than that specified in these presents, be deemed to have been duly called if it is so agreed by the members entitled to attend and vote at the meeting concerned and being a majority together holding not less than 80% (eighty percent) of the total voting rights of all members.

24.2 In each case, the notice required in terms of clause 24.1 shall:

(a) be exclusive of the day on which it is given; specify the place, the day and the hour of the meeting; and call for nominations for trustees (where applicable);

(b) invite written representations regarding any business pertinent to such meeting, including any resolution proposed for adoption by such meeting, to be submitted to the managing agent not less than 7

INITIAL

(seven) days before the date scheduled for the annual general meeting;

(c) in the case of special business, in addition to any other requirements contained herein, specify the general nature of that business and the reason for it;

(d) in the case of a special resolution, specify the terms and effect of the resolution and the reasons for it; and

(e) shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the committee to such persons as are in terms of the constitution entitled to receive such notices from the master association.

24.3 A **meeting of the committee** shall be called by at least 14 (fourteen) days' notice in writing, exclusive of the day on which such notice is given, 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.

24.4 A notice of a meeting shall be in writing and shall be given or served by the master association upon each member or the trustees (as the case may be), either personally, by email, facsimile or by post properly addressed to the member's address nominated in terms of clause 18.2; provided that if a member fails to promptly make such a nomination when being requested to do so by the managing agent, such failure shall be regarded as a waiver by the member of his right to receive notice in terms of this constitution.

24.5 No member or trustee shall be entitled to have a notice served on him or her at any address not within the Republic of South Africa.

24.6 Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted to the member's nominated address, and in proving the giving of the notice by post, shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

INITIAL

24.7 Any notice transmitted by email or facsimile to a member's nominated number or address, shall be deemed to have been served at the time of transmission of the email or facsimile.

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

25. QUORUM FOR MEETINGS

25.1 No business shall be transacted at any general meeting or committee meeting unless a quorum is present when the meeting proceeds to business.

25.2 At **general meetings** every owner association, body corporate, life right scheme and other association shall be represented by its representative trustee present in person or by proxy, who will be appointed by their respective owner associations, body corporate, life right scheme or other association. In the event there are no representatives appointed for any portion then the developer shall be deemed to represent that portion.

25.3 The quorum necessary for the holding of any general meeting shall, subject to the provisions of clause 25.6, be the number of representatives holding at least eighty percent (80%)of the total number of votes of all members of the master association entitled to vote.

25.4 In the event of the subdivision of a portion the subdivided portion shall be represented by one additional representative nominated by its owner association on the committee and at the general meetings who shall be entitled to vote provided the weight of that vote shall be regarded as if incorporated in the weight of the vote allocated to the portion in accordance with Appendix A4.

INITIAL

25.5 The quorum necessary for the holding of any **meeting of the committee** shall be 80% of the trustees.

25.6 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall be deemed that the members present shall be a quorum.

26. PROCEDURE AT MEETINGS

26.1 Voting on the election of a chairperson of a **general meeting** (if necessary) shall be decided by poll and shall be conducted by the chairman of the committee.

26.2 Save as otherwise provided herein, the chairperson shall preside at all general meetings of the association and the committee, and:

(a) shall perform all duties incidental to the office of chairperson and such other duties as may be prescribed by a general meeting;

(b) may allow or refuse to permit invitees to speak at any such meetings, provided however, that any such invitees shall not be entitled to vote at any such meetings;

(c) may give reasonable directives to maintain order at meetings and, if a member fails to comply with any such directive, such member shall be compelled to leave the venue where the meeting is held if so required by the chairperson;

(d) may, with the consent of any general meeting at which a quorum is present (and if so directed by the meeting), adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

26.3 Except as otherwise set forth in this constitution:

INITIAL

(a) all general meetings shall be conducted in accordance with generally accepted practice;

(b) the proceedings at any meetings shall be conducted in such reasonable manner and form as the chairperson of the meeting shall decide.

26.4 Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in writing. Save as aforesaid, the members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.

27. VOTING AT MEETINGS

27.1 It is recorded that votes of members and trustees will carry different weighting which shall be proportionate to the levies payable for a specific land use. The allocation of the weight to a vote will be in accordance with Appendix A4, provided that the votes of the members shall be exercised by their representatives present in person or by proxy and each representative shall have the number of votes allocated in terms of Appendix A4.

27.2 A trustee shall be disqualified from voting in respect of any contract, litigation or dispute (whether actual or proposed) with the master association, by virtue of any interest that he may have therein and shall recuse himself from the room in which the committee meeting is held when the item dealing with such contract, litigation or dispute comes up for discussion.

27.3 At every **general meeting** a resolution put to the vote at the meeting shall be decided on an ordinary majority of votes in accordance with the weighting of votes recorded in Appendix A4, provided that the Developer shall have a veto right in terms of clause 43 for the duration of the Development Period.

27.4 Unless any representative trustee or his proxy shall, before closure of the meeting, have objected to any declaration made by the Chairperson as to the result of any voting at the meeting, or as to the propriety or validity of the procedure at such meeting, such declaration by the Chairperson shall be

INITIAL

deemed to be a true and correct statement of the voting and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted. An entry in the minutes of the Master Association to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the Resolution so recorded, if such entry conforms to the declaration made by the Chairperson as to the result of any voting at the meeting.

27.5 A representative trustee shall not be entitled to exercise the vote of a Member who is in arrears with his levies or any other amounts due to the Master Association for more than two (2) months.

27.6 At any **committee meeting**, a resolution put to the vote of the meeting shall be decided on a show of hands provided that the weighting of each vote needs to be taken in account.

27.7 The members in **general meeting** and the **committee** shall respectively have the right to vary, cancel or modify any of their earlier decisions and resolutions; provided that such power is subject to all restrictions and compliance with all procedural requirements as may in law exist.

28. ORDINARY AND SPECIAL RESOLUTION

28.1 Save as otherwise provided herein, an ordinary resolution (that is a resolution other than a special resolution) and the amendment of an ordinary resolution of the master association in general meeting and of the committee and all questions arising at any meeting, shall be carried on a simple majority of members present in person or by proxy, and entitled to vote, together holding not less than 51% (fifty one percent) of the total voting rights of members; and:

(a) an abstention shall not be counted as a vote for or against the resolution in question; and

(b) in the event that co-owners have been unable to agree amongst themselves as to whom shall cast the vote on their behalf, such failure to agree shall be regarded as an abstention for purposes hereof.

INITIAL

28.2 If deadlock is reached on any matter being voted upon, the chairperson shall have a casting vote in addition to his deliberative vote.

28.3 A special resolution shall be required for:

(a) any amendment to this constitution;

material changes to the area of, intended use of any improvements on the common area / property; and

(b) the sole, letting, alienation, or other disposal of, subdivision, transfer, mortgage or other encumbrance or substantial alteration of the common area / property

29. MINUTES OF MEETINGS

29.1 The trustees shall cause minutes to be kept of every general meeting of the master association and of every committee meeting, although not necessarily *verbatim*, which minutes shall be reduced to writing within 30 (thirty) days after the meeting has closed and shall then be certified correct by the chairperson of the meeting.

29.2 All minutes of meetings shall after certification as aforesaid be placed in a minute book to be kept by the managing agent substantially in accordance with the provisions of the law relating to the meetings of directors of companies.

29.3 The minute book shall be open for inspection at the office of the managing agent at all reasonable times by the trustee, the auditors and the members.

29.4 All competent resolutions recorded in the minutes of a 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 resolution of the general meeting or committee meeting shall be of any force or effect, or shall be binding upon the members or any of the

INITIAL

trustees unless such resolution is competent within the powers of the general meeting or of the committee.

PART 6: FINANCIAL AFFAIRS

30. FINANCIAL YEAR AND AUDIT

30.1 The financial year end of the master association is the last day of the month in which the first registration in terms of clause 3.3 occurred of each year.

30.2 The committee shall cause such accounting records:

(a) to be kept at the office of the managing agent or at such other place as the trustees deem fit, and such records shall at all reasonable times during normal business hours be open to inspection by the trustees; and

(b) to be retained for a period of 6 (six) years after completion of the transaction, act or operation to which they relate.

30.3 At least once in every financial year, the accounts of the master association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by the auditors.

30.4 The duties of the auditors shall be regulated in accordance with generally accepted accounting practices and applicable professional standards.

31. ACCOUNTING RECORDS

31.1 The trustees shall cause accounting records of the master association to be kept at the office of the managing agent or at such other place as the trustees deem fit, and such records shall at all reasonable times during normal business hours be open to inspection by the trustees.

31.2 The master association in general meeting or the committee, may from time to time make reasonable conditions and rules as to the time and manner of the inspection by the members of the accounts and books of the master association, or any of them, and subject to such conditions and rules, the

INITIAL

accounts and books of the master association shall be open to the inspection of members at all reasonable times during normal business hours.

31.3 At each annual general meeting the committee shall lay before the master association a proper income and expenditure account for the immediately preceding year of the master association, or in the case of the first account, for the period since the incorporation of the master association, together with a proper balance sheet made up as at the last financial year end of the master association.

31.4 Every such balance sheet shall be accompanied by proper and extensive reports of the committee and the auditors, and there shall be attached to the notice sent to members convening each annual general meeting copies of such accounts, balance sheet and reports and of any other documents required by law to accompany the same.

32. LEVIES PAYABLE BY MEMBERS

32.1 The calculation of levies payable by members is determined per phase on the basis of the % (percentage) of the area of the portion in relation to the total management area, excluding private open spaces, public roads and other utilities as shown on Appendix A4. A phase will come into existence when the first transfer of a portion within that phase is registered

32.2 This constitution provides for three types of levies payable by members, namely:

(a) **basic levies** for the purpose of meeting all the expenses which the master association has incurred, or which the trustees reasonably anticipate the master association will incur, including but not limited to expenses relating to maintenance, repairs, cleaning, upkeep, renewal, upgrading or improvement of services or common property, landscaping, provision of irrigation water and irrigation distribution network, provision of security and proper control, insurance, statutory rates, taxes and charges, legal and consultants costs and administrative expenses, the furtherance of the objectives of the master association generally, to provide reserves for future expenditure and to comply with the master association's obligations in terms hereof;

INITIAL

(b) **special levies** to cover any expense or additional expense of the master association which, in the sole discretion of the committee, is directly attributable to or increased by the specific use to which any erf, facility or service within the management area is put, to such an extent as to reasonably justify in the opinion of the committee a greater contribution to the relevant expenses than a basic levy; and/ or to fund expenses incurred or to be incurred by the master association in furtherance of its main business; and

(c) **stabilisation levies** derived from each resale of on erf, sectional title unit or life right unit in the management area and based on the current open market valuation the erf, sectional title unit or life right unit being sold, for purposes of accumulating a capital reserve which will only be used to meet the capital expenditure requirements (including the necessary expenditure in relotion to the maintenance and capital infrastructure) and not operating expenses of the master association; provided that, at budget time, the annual general meeting may by special resolution make stipulations that a specified percentage of the basic levy increase be subsidised from the stabilisation levy .

BASIC LEVIES

32.3 The developer shall fix an initial basic levy that shall be due and payable by all members as from date that the master association comes into existence until such time as the committee has determined and allocated basic levies as provided for below.

32.4 The committee shall, for purposes of determining basic levies, not less than 30 (thirty) days prior to the end of each financial year, prepare and serve upon every member in accordance with clause 24.4, a budget of the master association's estimated income from proposed basic levies, the projected expenditure in meeting the master association's objects for the next financial year and any amounts proposed to be held in reserve in respect of provisions for future maintenance, repairs and capital expenditure. If the committee fails to comply with the time period specified for serving such budget upon

INITIAL

members, the master association may condone the failure of the committee to comply with such time period.

32.5 All inputs received from members in respect of the budget before the date of the meeting at which the budget will serve, must be taken into consideration by the committee before approving such budget (with or without amendment).

32.6 The committee must apportion the budget to the members as basic annual levies in accordance with the applicable participation quotas; provided that:

(a) in apportioning the budget in respect of:

(i) an undeveloped erf, the development potential of that erf (i.e. the number of opportunities approved in respect thereof) shall be disregarded;

(ii) an erf on which a sectional title development scheme or life right scheme is or has been established, such apportionment must be based on the number of opportunities allocated to such erf in terms of the bulk register; provided that, if the owner of such erf obtains municipal approval to erect more units on such erf, the apportionment must be based on the increased number of approved opportunities.

(b) The committee's allocation of basic annual levies shall be final and binding on all the members, unless the allocation thereof can be shown to be manifestly incorrect; and

(c) The basic levy approved by the committee shall remain applicable until such time as the committee introduces a new basic levy.

32.7 The developer will not be required to pay any basic or special levies during the development period.

32.8 Liability for payment of basic levies to the master association shall vest in the member concerned.

INITIAL

(a) Where the member concerned is the body corporate of a sectional title scheme which is not a member of an owners association, that body corporate shall be responsible to pay the collective amount of basic levies due in respect of that scheme to the master association and to re-apportion it amongst the sectional title owners concerned on the basis of the participation quotas that apply in that scheme.

(b) Where the basic levies are payable in respect of an erf on which a life right scheme is conducted or any other development, which is not a member of an owners association, the owner of such scheme or development shall be responsible to pay the collective amount of basic levies due in respect of that scheme or development to the master association and to recover it from the life right holders or beneficiary on a fair and reasonable basis.

(c) Basic levies are payable monthly although a member may elect to pay the basic levy for a longer period in advance. Upon taking transfer of an erf the new owner becomes liable for payment of the basic levies in respect of the unpaid portion of basic levies for the financial year concerned, excluding arrears. Upon taking transfer of a sectional title unit the body, corporate concerned, shall be responsible for recovering from the new owner the unpaid portion of basic levies for the remainder of the year. Likewise the owner of a life right scheme or any other development shall be responsible for recovering from a new life right or beneficiary owner the unpaid portion of basic levies for the remainder of a year.

32.9 A member who is the owner of more than one unit shall be liable to make payment of the share of the total levies allocated by the committee in respect of each unit owned by such member. Where a unit is owned by more than 1 (one) person, all the registered owners of that unit shall be jointly and severally be liable for the due performance of any obligation to the association.

32.10 The basic levies shall be payable by members in equal monthly instalments in advance by bank debit order on or before the 5th day of each and every

INITIAL

month into the bank account of the master association or by any other means as determined by the committee from time to time.

SPECIAL LEVIES

32.11 Any special levy as contemplated in clause 32.1(b) made and collectable from a member disproportionally, will be levied separately for the account of the member concerned and will be a debt due and payable to the master association.

(a) Such special levies shall be apportioned between the members concerned by the committee in an apportionment which the trustees may regard as reasonable, regard being had of the direct benefits which the member(s) may derive from the use of the erf, or service or the expense or additional expense contemplated in clause 32.1(b) for which the special levies are imposed and shall be due and payable on the date fixed by the committee.

(b) In the absence of any specific apportionment by the committee special levies (other than to cover emergency expenses) shall be paid by the members concerned equally.

32.12 The committee may from time to time impose special levies upon the members or call upon them to make special contributions (in one sum or by such instalments and at such times as the committee shall deem fit) in respect of any expenses or projected expenses reasonably incurred or to be incurred by the master association in the furtherance of its main business, not covered by basic levies.

32.13 Special levies made in terms of clause 32.11 shall become due and payable on the date that the committee resolves to impose the special levy and shall be payable by members in one sum or such instalments as the trustees may deem fit.

STABILISATION LEVIES

INITIAL

32.14 Every owner of an erf or sectional title unit and a life right scheme owner within the management area shall, subject to the further provisions of this clause, be liable to pay the master association a stabilisation levy equal to 0.5% (Zero comma five percent) of the full open market value of his erf or sectional title unit and/or a life right scheme upon the happening of any of the following events:

(a) registration of transfer of ownership of an erf or sectional title unit in favour of a purchaser;

(b) sale of a life right;

(c) 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 erf or sectional title unit and/or a life right scheme ;

provided that such a levy will not be payable in respect of:

(i) the first transfer of an erf by the developer, the first transfer of a sectional title unit by the person undertaking the sectional title development or the first sale of a life right by the owner of the life right scheme;

(ii) the transfer of an erf or sectional title unit (or interest therein) from a deceased estate to the surviving spouse or with regard to the bona fide restructuring of the family assets;

provided further that in the event of a stabilisation levy having to be paid from a deceased estate, the executor of such deceased estate may make written application to the master association for consent to delay the payment of such levy until such time as the deceased's estate has been wound-up, which consent may not be unreasonably withheld; provided further that the trustees will have the discretion to waive the payment of such a levy where circumstances in their sole discretion justifies such a waiver.

32.15 For purpose hereof:

INITIAL

(a) any form of disposal or transfer of a shareholder's or members total interest in a company or close corporation and a life right scheme (whether in part of in full) shall be subject to the stabilisation levy;

(b) "*full open market value*" means the price at which the erf or sectional title unit and a life right scheme, 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 committee 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;

(c) the auditors shall make the determination as contemplated in clause 32.15(b) on due consideration of the then prevailing property market conditions and the prices at which erven, sectional title units or life rights were sold during the period of 12 (twelve) months prior to the transfer to the transferee or sale of the life right; and

(d) the obligation to pay the stabilisation levy shall be deemed to have accrued upon transfer of ownership of an erf or sectional title unit and a life right and accordingly transfer/cession shall be without prejudice to the master association's right to recover such special levy, and interest thereon, after transfer from the transferor.

32.16 The auditors shall, in the circumstances described in clause 32.14(b) determine the increase in the open market value of an erf or sectional title unit and a life right scheme and calculate the stabilisation levy payable in respect of each transaction giving rise to liability to pay same to the association, as follows:

(a) determining the greater of:

- the full payment consideration for the Erf or life right payable by the transferee or purchaser; or

- the full open market valuation thereof at the time of disposal thereof to the transferee, as determined by the auditors;

INITIAL

(b) and deducting from the figure determined in terms of sub-clause (a) the greater of :

- the full payment consideration for the erf or sectionol title unit ond a life right scheme or interest paid by the transferor at the time of toking transfer of the Erf or ocquiring the interest; or

- the full open market valuation thereof at the time of its disposal to the transferee or sole of o life right, as determined by the auditors.

32.17 The levy stabilisation fund shall be used exclusively to meet the capital expenditure requirements (including the necessary expenditure in relation to maintenance, upgrade of the communal facilities and capital infrastructure) and thus to contain escalation in the basic levies payable by members, but not for operating expenses of the master association, unless a speciol resolution adopted in a general meeting of the master association so directs.

32.18 The committee shall be entitled to charge interest on arrear amounts ot such rate as it may decide from time to time.

32.19 The owner of a life right scheme shall forthwith notify the managing agent in writing when a life right is sold.

32.20 The collection of the stabilisation levy and the management of the compliance thereto shall be the function of the member who shall account to the master association

33. INCOME TAX

33.1 A primary object of the master association is to manage the collective interest common to all its members, which includes expenditure applicable to the common property, security measures, development control and the collection of levies for which such members are liable.

INITIAL

33.2 The income and property of the master association, whence-so-ever derived from shall, be applied solely towards the promotion of its main objects and, subject to clause 15, no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever, to a member or trustee.

33.3 The master association may not knowingly be a party to or knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole purpose is 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 legislation administered by the Commissioner for the South African Revenue Services.

33.4 The master association shall submit annual returns of income tax together with financial statements to the Tax Exemption Unit of the South African Revenue Services.

33.5 The master association is, subject to clause 33.7, not permitted to distribute its funds to any person other than to a similar association of persons and may not make loans or advances to members or trustees. The distributing of funds to a similar association or person may only take place upon authority of a special resolution.

33.6 Any amendments to the constitution must forthwith be submitted to the Commissioner for the South African Revenue Services.

33.7 The committee must cause all funds of the master association not immediately required for monthly disbursements and available for investment to be deposited to the credit of an account with a registered financial institution as defined in section 1 of the Financial Sector Regulations Act of 2017 in the name of the master association and, subject to any directive given or restriction imposed at a general meeting of the master association, such monies shall only be withdrawn for the purpose of payment of the expenses of the master association or re-investment. Interest on moneys invested shall be used by the master association for any lawful purpose in the interest of the master association.

INITIAL

33.8 On dissolution the remaining assets of the Master Association must be distributed to a similar association or persons which is also exempt form Income Tax in terms of Section 10(1)(e)(i)(cc) of the Income Tax Act.

PART 7: DEVELOPMENT MANAGEMENT

34. RESTRICTIONS ON DEVELOPMENT

34.1 No owner of a portion within the management area may;

(a) build on his portion, effect any improvement to existing buildings or erect any structure thereon without having obtained the prior written approval of the master design review committee of a site development plan and design guidelines.;

(b) develop, construct, alter and/ or renovate buildings or structures other than strictly in accordance with the master estate design guidelines; or

(c) consolidate, subdivide or rezone an erf without the prior written approval of the master design review committee.

34.2 All buildings and structures shall be built in a good and proper and workmanlike manner and all erven and improvements thereon shall be kept and maintained in a neat and tidy condition to the satisfaction of the managing agent.

34.3 Each owner of an erf or sectional title unit within the management area shall be bound by and comply with the conditions for services servitudes or any other servitude required to accommodate essential infrastructure which the City may impose.

34.4 It is recorded that the underpass constructed underneath a public road which links Portion 1 and Portion 2 with each other shall be maintained by the registered owners and/or its successors-in-title of Portions 1 and Portion 2 or any subdivision thereof, at their costs.

INITIAL

35. OWNERS ASSOCIATIONS, BODY CORPORATES OTHER ASSOCIATIONS AND MASTER ESTATE DESIGN GUIDELINES

35.1 It is recorded that the owner of a portion shall establish an owners association and/or a body corporate/ life right scheme for that portion in terms of its own constitution and design guidelines which must be to be approved by the master design review committee. The constitution of an owners association and any amendment thereto must be lodged with City of Cape Town and must contain a certificate in terms of Section 62 (2) or 62 (4) that the constitution complies with Section 62 (1)(a) of the By-Law

35.2 Each member of an owners association or body corporate, life right scheme or other association established in terms of its own constitution in respect of a development within the management area shall be bound to the provisions of this constitution of the masters association.

35.3 The master association shall be entitled to:

(a) frame, implement and enforce master estate design guidelines on members in order to harmonise the styles and design criteria of and the materials and colours to be used in all improvements erected within the management area including any refurbishment, alterations or additions thereto;

(b) perform such acts as are necessary to accomplish the purposes expressed or implied herein which acts shall include, *inter alia*, the preparation of master estate design guidelines which will form part of the rules, the examination and endorsement of the relevant building plans as necessary for any construction, renovation and/ or alterations within any development in the management area;

(c) appoint such advisors and a design review committee as are necessary to scrutinise and consider the plans referred to herein; and

(d) charge a reasonable scrutiny fee which will have to be paid by every member lodging a plan for approval.

INITIAL

35.4 The amount of the scrutiny fee charged in terms of clause 35.3 (d) must be commensurate with the extent of the construction to be undertaken in accordance with the plans.

35.5 The master estate design guidelines have been prepared by the developer and are attached to this constitution as Appendix 'A3';

36. SUBMISSION OF DEVELOPMENT / SITE DEVELOPMENT PLANS

36.1 An owner who intends to undertake work as described in clause 34 shall apply to the master design review committee for the necessary approval and simultaneously submit detailed development plans or site development plans and design guidelines of the proposed works to the master design review committee or any person nominated by the committee.

36.2 If the said master design review committee or its nominees is satisfied that:

(a) the proposed works is appropriate and in conformity with the master estate design guidelines and general appearance of the other existing and approved structures erected or to be erected within the management area; and

(b) the owner has made payment of any costs which may be incurred in obtaining this approval, including the costs of the committee or its nominee (as determined by the review committee which shall be based on the recommended tariff for work of a similar nature) ;and

(c) the owner has paid to the said committee a builders' deposit as required in terms hereof, it shall grant the required written approval of the plans concerned.

36.3 The sub-paragraphs above shall not be interpreted as detracting from the sole and final responsibility of the City to approve or refuse approval of the building plans concerned.

INITIAL

37. BUILDERS' DEPOSIT / LEVY

37.1 A builder's deposit and levy as determined by the master design review committee based on the construction costs of the proposed building shall be payable before an owner other than the developer may commence with any building work within the management area.

37.2 The master design review committee shall hold such builder's deposit until the owner has completed the approved building works or improvements to the committee's satisfaction and shall keep such deposit in a bank account pending completion of such works. The builders levy as determined by the review committee shall be paid monthly for the duration of the construction period.

37.3 The deposit may be retained by the review committee as "rouwkoop" or as a genuine pre-estimate of liquidated damages in the event that the owner or builder breaches any of the provisions of the constitution or rules, damages any infrastructure within the management area and may be applied by the managing agent to ensure compliance by the owner and his contractor of their obligations in terms of the constitution and the rules.

37.4 The review committee shall be entitled to charge a reasonable fee as may be approved by it from time to time, for the removal of building rubble and for supervision of building operations being undertaken within the management area.

37.5 Upon completion of the building works concerned, the review committee shall, after deduction of all such costs, charges, fees and other amounts that the association may claim or recover in terms of this constitution, release the building deposit to the member concerned if satisfied that:

(a) no damage has been effected by the owner or his contractor to the common property or any of the landscaped areas within the management area; and

(b) that the building works have been constructed in accordance with duly approved plans.

INITIAL

37.6 The provisions of clauses 34 to 37 inclusive are not applicable to the developer

38. COMMON AREAS

38.1 For the duration of the development period, the developer may, and subsequent to the development period, the committee may, designate areas, erven, part of erven and facilities as common areas of the master association.

38.2 The developer shall transfer the parts of the common areas which are registerable to the master association.

38.3 The committee shall control all services, common landscaping, irrigation and amenities in respect of the common areas and shall properly maintain the common areas in a state of good and serviceable repair.

38.4 Except as stipulated above, neither the whole nor any portion of the common areas shall be sold, let on long term lease for a period of ten (10) years or longer, alienated or 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, and save for such rights as are enjoyed by the developer in terms hereof, without the sanction of a resolution passed at a general meeting by at least eighty (80) percent of the total number of votes.

38.5 The committee may subject to the directions given or restrictions imposed on the committee at a general meeting of the master association:

38.5.1 let parts of the common areas for periods of less than ten (10) years;

38.5.2 construct improvements on the common areas, or remove improvements;

38.5.3 repair, maintain, upgrade and provide services in respect of the common areas;

38.5.4 enter into agreements with the developer; and

INITIAL

38.5.5 enter into agreements with service providers or other persons in respect of the common areas.

38.6 The committee shall control the access to and use of the common areas and facilities of the master association. The members, owners, tenants and occupiers shall comply with the conduct rules and the reasonable conditions imposed from time to time by the committee relating to the use of the common areas and the facilities and services of the master association.

38.7 The master association shall ensure that each owners association, body corporate, life right scheme or other association exercises its rights and obligations in respect of its own common areas in accordance with the above provisions and ensure that each owners association, body corporate or other association repairs and maintain its common areas in a state of good and serviceable repair.

PART 8: ENFORCEMENT AND DISPUTE RESOLUTION

39. ENFORCEMENT

39.1 Each owner is vicariously liable for acts or omissions on the part of his members or his or their family members, tenants, occupants, invitees, visitors, agents, employees, contractors or the like within the management area, whether or not such conduct was prohibited by any understanding, undertaking or contract between the owner and such person; provided that nothing herein contained shall prejudice the right of the compliance agent to take or cause to be taken such steps as provided for below against the person actually committing the breach, as the compliance agent may in its sole discretion deem fit.

39.2 Any person within the management area who:

(a) contravenes or fails to comply with any provision of this constitution, the master estate design guidelines or the rules or any written warning, notice or directive made, given, imposed or issued in terms hereof;

INITIAL

(b) threatens, resists, hinders or obstructs, or uses foul, abusive or insulting longuage towards or at the compliance agent, a trustee or an employee or contractor of the master association in the exercise of his powers or performonce of his duties or functions;

shall be guilty of a punishable offence; and any person who continues to commit an offence after notice has been served on him to cease committing such offence or after he has been penalised for such offence, shall be guilty of a continuing offence.

39.3 The committee may (should it so decide) and the compliance agent shall (on its own accord or if so instructed by the committee) investigate any suspected or alleged breach by any offender of this constitution, the master estate design guidelines or the rules made in terms thereof, in such reasonable manner as it shall decide from time to time, and take appropriate steps to remedy such breach.

39.4 This constitution provides for different types of action that the compliance agent may in his sole discretion take in the event of an offender committing an offence, having regard to the seriousness of the offence and the prevailing circumstances at the time of committing the offence. The compliance agent may, if he is of the opinion thot the conduct of the owner or any other person for whose acts or omissions, he is vicariously liable constitutes an offence:

(a) issue a written notice and warning to an offender calling upon the latter to refrain from specified action or ensuring that those for whose actions he is held vicariously liable, forthwith discontinue such conduct, failing which a fine may be imposed on him; and/or

(b) issue a written directive to the offender, calling upon the offender to take specified remedial action; and/or

(c) impose a penalty and/ or implement procedures to impose penalties in terms of this constitution (e.g. require the offender to appear before the committee); and/or

(d) give effect to the terms of such written notices and directives at the affender's cost; and/or

INITIAL

(e) institute legal proceedings against the offender and/or any other person which the compliance agent believes may be held answerable by a court of law for such person's conduct within the management area; and/or

(f) recover all costs reasonably incurred in the above regard from the owner and/ or such other persons contemplated above and recover damages; and/or

(g) refuse a contractor and/or other offenders access to the management area.

39.5 Any written warning, notice or directive issued or given in terms of clause 39.4 shall:

(a) adequately describe the particular conduct which allegedly constitutes an offence;

(b) clearly state the clause number of the constitution, the paragraph number of the master estate design guideline or the rule number that has allegedly been contravened; and

(c) stipulate the steps which must be taken to remedy the situation, when such steps should commence and a reasonable period for it to be completed.

39.6 The committee shall annually determine as a guideline the amount of the initial and subsequent penalties to be imposed in respect of various offences (including continuous offences, in respect of which a stipulated fine for each day on which such offence continues, shall be payable); provided that the compliance agent may, if in his opinion special circumstances warrant it, impose a penalty for a lower or higher figure.

39.7 If the compliance agent by written notice requires the offender (and in the event that the offender is not an owner, the owner concerned) to appear before the committee:

INITIAL

(a) the notice requiring the offender's appearance before the committee must be delivered or transmitted to the owner concerned at least 7 (seven) days before the meeting is to be held, must inform him that a meeting will be held at a date, time and venue specified in such notice ond for the purpose of conducting a hearing into an alleged offence (the particulars of which must be specified); ond inviting him to attend such meeting;

(b) the committee may conduct a hearing into the matter, must give the offender (if he is in attendance) a reasonable opportunity to present his case, orally or by way of submission in writing, but except insofar as he may be permitted by the chairperson, he may not participate in the affairs and/or voting at the meeting;

(c) the committee may make findings of fact as to whether or not an offence has been committed, decide *inter alia* whether the offender should be penalised for the offence and, if so, whether special circumstances warrant a deviation from the guideline referred to in clause 40.6.

39.8 In the event that a penalty is imposed on an owner in respect of building work undertaken by him or on his behalf, such penalty shall be deducted from the builders deposit (if available) and in the event that there is no builder's deposit or that it is insufficient, building work may not be proceeded with until such time as the penalty imposed has been paid in full and the builder's deposit has been restored to the required level.

39.9 If the owner concerned fails to fully comply with the requirements stipulated in a directive as contemplated above, then and in such event the compliance agent shall be entitled, without prejudice to any other rights or remedies which the master association may have in law or in terms of this constitution to take such action as may reasonably be required to remedy such breach, in which event it shall be deemed that the owner concerned has consented to the master association's appointed contractor to enter upon that owner's property and to undertake the necessary work and such owner shall be liable

INITIAL

to the master association for all costs so incurred, which costs shall be due and payable upon demand.

39.10 If any building or structure is erected in contravention of the constitution or the master estate design guidelines, the master association shall be entitled to demolish such building or structure and claim all costs associated therewith from the owner of the erf on which the building or structure was erected. Such owner shall be liable for all costs and other expenses that the master association may incur in this regard (including but not limited to legal costs incurred to obtain an appropriate court order and the cost of demolition).

39.11 In the event of any landscaped areas having been damaged due to an owner's building activities, the owner concerned shall, within 14 (fourteen) days of having been requested to do so in writing by the managing agent, have the damage repaired to the satisfaction of the managing agent, failing which the managing agent shall be entitled to appoint an independent contractor to repair the damage and the amount paid to the committee as o building deposit shall then be utilised to defray the expenses of the independent contractor. Should the damage caused by the owner or his contractor be such that the deposit is not sufficient to cover the costs of the repairs thereof, the claim of the committee against the owner shall not be limited to the amount of the said deposit.

39.12 The committee or, if authorised thereto by the committee, the compliance agent may institute legal proceedings in a court of competent jurisdiction against an offender for performance of his obligations in terms of this constitution or to obtain compliance with any rules and guidelines made hereunder, or against an owner and/or member who fails to pay on due date any amount due by him in terms of this constitution or any rules made hereunder and remain in default for more than 7 (seven) days after being notified in writing to do so by the managing agent.

(a) Such action shall be instituted in the name of the master association and the compliance agent may for this purpose appoint such attorneys and counsel as it may deem fit.

INITIAL

(b) A letter signed by the chairperson of the committee confirming the authority of the compliance agent to institute legal proceedings shall be sufficient proof of such authority to institute the legal proceedings concerned.

(c) Should the compliance agent institute any legal proceedings against any owner pursuant to a breach by the latter of this constitution or any rules made hereunder or for failure to pay levies or any other amounts due in terms hereof, then without prejudice to any other rights which the association might have in law, the compliance agent shall be entitled on behalf of the master association to recover from such owner all legal costs (i.e. on an attorney-client scale), collection commission, expenses and other charges (administrative or otherwise) incurred by the master association relating to the recovery or arrear levies or other arrear amounts due to it, or in enforcing compliance with this constitution of the rules and with interest at the prime rate of interest.

39.13 Each owner and member is deemed, by virtue of his ownership and/or membership, to have consented to the jurisdiction of the Magistrate's Court in the event of any dispute or matter arising out of or relating to any aspect of such ownership or membership or any offence which he has committed or for which he is vicariously liable, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of such Court. Such consent shall not derogate from the right of any person to approach the appropriate Division of the High Court of South Africa for the necessary relief.

39.14 In the event that anyone employed by an owner repeatedly fails to comply with a written directive issued by the managing agent requiring compliance with the constitution or the rules, the managing agent shall be entitled to refuse the person concerned access to the management area and may take such other steps as may be authorised in terms hereof or in terms of the rules.

39.15 No extension of time or indulgence which the master association may grant anyone shall be deemed in any way to affect, prejudice or derogate from the rights of the master association in any respect under this clause 40, nor shall it in any way be regarded as a waiver of any rights hereunder.

INITIAL

40. DISPUTE RESOLUTION

40.1 For the purposes of this constitution, the term "dispute" will be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the existence of the master association or the constitution, the carrying into effect of this constitution, the interpretation or application of the provisions of this constitution, the respective rights and obligations of the developer and members in terms of and arising out of this constitution, including also (but not limited in any manner whatsoever) to claim payment of any amounts payable in accordance with the provisions of this constitution, the determination of any amounts payable, and to claim payment of recoveries.

40.2 On a dispute arising, the party wishing to have the dispute determined must notify the other party thereof in writing. Unless the dispute is resolved amongst the parties to that dispute and within 14 (fourteen) days of such notice, then either of the parties may refer the dispute for determination in accordance with the further provisions of this clause.

40.3 Subject to the provisions of clause 40.2 any dispute, question or difference arising at any time between an owner or member (on the one side) and the trustees (on the other side) out of or in regard to:

(a) any matters arising out of this constitution or a breach thereof;

(b) the rights and duties of any of the parties mentioned in this constitution;

(c) the manner in which the trustees calculate or allocate the levy amongst members;

(d) the valuation procured by the committee for purposes of clause 32.14;

(e) the accuracy of any vote count at a meeting of the master association;

(f) the interpretation of this constitution: or

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(g) an alleged breach of the constitution or rules (*save for non-payment of levies or any other amount due by members in terms of the constitution*);

shall be submitted to and decided by arbitration on notice given by any party to the other parties who are interested in the matter in question; provided, however:

- that in respect of any claim arising from non-payment of levies or any other amount due by an owner or member to the master association in terms of this constitution, the master association and committee shall continue to enjoy common law rights and shall not be precluded from instituting proceedings in any court of competent jurisdiction;

- notwithstanding anything to the contrary hereinbefore contained, the committee shall be entitled to institute legal proceedings on behalf of the master association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of the provisions of this constitution, the rules or master estate design guidelines, or for an order of an urgent nature;

- that disputes relating to fines and penalties imposed shall not be subject to arbitration.

40.4 Arbitration shall be held in Cape Town area informally and otherwise upon the provisions of the Arbitration Act No 42 of 1965 it being intended that if possible it shall be held and concluded within 30 (thirty) days after it has been demanded.

40.5 Save as otherwise specifically provided herein, the Arbitrator shall be, if the question in dispute is:

(a) primarily an accounting matter – an independent auditor;

(b) primarily a legal matter – a practising counsel or attorney of not less than 10 (ten) years standing;

INITIAL

(c) any other matter – an independent and suitably qualified person appointed by the Auditors;

as may be agreed upon between the parties to the dispute.

40.6 If agreement cannot be reached on whether the question in dispute falls under sub-clauses 40.5 (a), (b) or (c) or upon a particular arbitrator in terms of clause 40.5, within 3 (three) days after the arbitration has been demanded, then:

(a) the President for the time being of the Law Society of the Cape shall determine under which sub-clause the question in dispute falls; or

(b) the President for the time being of the Law Society of the Cape shall nominate the arbitrator in terms of this clause within 7 (seven) business days after the parties have failed to agree so that the arbitration can be held and concluded as soon as possible within the 30 (thirty) days referred to above.

40.7 The arbitrator shall make his award within 7 (seven) days after completion of the arbitration and shall in giving his award, have regard to the principles laid down in terms of this constitution.

40.8 The arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties or by the association as he in his sole discretion may deem fit.

40.9 The decision of the arbitrator shall be final and binding and may be made an Order of the Western Cape High Court upon the application of any party to the arbitration.

PART 9: DEVELOPER'S POWERS, DUTIES AND EXEMPTIONS

41. ENTRENCHED PROVISIONS

INITIAL

41. The development requires a substantial financial investment on the part of the developer and the developer shall during the development period be exposed to all the risks involved in ventures of this nature. The developer therefore has a continuing and permanent interest in ensuring that certain provisions are entrenched for purposes of ensuring the success of the development. Accordingly, notwithstanding anything to the contrary herein contained, none of the following provisions may be deleted, amended or varied in any way during the development period without the prior written consent of the developer:

(a) No member shall be entitled to object to the subdivision and/or development of any part of the development during the development period; provided that such subdivision and/ or development proposal is not inconsistent with the subdivision plan approved by the City for the development.

(b) No unit shall be subdivided or rezoned, and no erven shall be consolidated, during the development period without the prior written consent of the developer and, after termination of the development period, without the prior written consent of the master association.

(c) No member shall be allowed to drill a borehole or make a well to extract groundwater or to extract water from any watercourse whether natural or artificial, without the written consent of the Developer and/or trustees.

(d) No basic levies may be imposed during the development period without the prior written approval of the developer.

(e) The Developer may during the development period assign parts of the common areas for the purposes of parking of vehicles.

42. DEVELOPER'S POWERS & DUTIES

INITIAL

42.1 The developer shall, during the development period be empowered to perform and have all the powers, functions and duties of the master association and committee in terms of this constitution.

42.2 The developer is hereby authorised to open a banking account with a registered financial institution of the developer's choice in the name of the master association.

42.3 The developer is empowered to make rules as contemplated in clause 14.4, which rules shall remain in place until repealed, replaced or amended by the master association or committee in terms hereof.

42.4 The master association shall within the time period stipulated in the conditions of approval and at the date, venue and time determined by the developer hold its first annual general meeting, provided that such date of first annual general meeting shall not be later than 60 (sixty) days from the transfer of 60% of the units/erven arising from this subdivision or within two (2) years of the transfer of the first unit/erf whichever is the earlier. The Master Association shall within 60 days of the first meeting notify the City that the aforesaid meeting has taken place and provide the City with a copy of the minutes of the said meeting.

42.5 The developer shall for the duration of the development period enjoy unrestricted rights with regord to the marketing of the development and, in particular, the right to erect signage within the management area and to perform all activities normally associated with development and building operations in a reasonable manner.

42.6 The developer shall, where applicable and free of consideration, handover the common areas to the master association or owners associations. Upon handover the risk in and of the common area shall pass to the master association and the master association shall become responsible for the maintenance and upkeep thereof as well as for the rates and taxes and all charges attaching thereto.

42.7 The Developer shall also appoint the developer's trustees without delay. The developer may also appoint the master association's first managing agent for a

INITIAL

period of five years, subject to incorporating conditions in the contract of employment as contemplated in clause 10.3 and provided that the one year restriction shall not apply in respect of an appointment made by the developer. The developer shall notify the managing agent in writing of all appointments made in terms hereof.

42.8 The developer's trustees shall preside at the first annual general meeting of the master association until such time as a chairperson has been elected to perform such function and represent the developer's interests during the development period in the committee. No decision of the committee shall be of any force or effect unless such trustees vote in favour thereof.

42.9 During the period that the developer performs the powers, functions and duties of the committee as aforesaid, the developer's decision as to the levies payable and the allocation thereof to members shall be final and binding on all the members, unless the calculation or allocation thereof can be shown to be manifestly unjust or incorrect.

42.10 During the development period:

(a) the developer may register servitudes within the management area in favour of any statutory authority, the developer and/or the master association, whether across land comprised in a sectional title scheme, common property or erf held under full title, in order to comply with conditions of approval or where required for purposes of the development;

(b) all proposed levies and expenditure of the master association must be approved in writing by the developer;

(c) all amendments to existing rules and all new rules need to be approved by the developer.

(d) at every general meeting of the master association, the developer shall be entitled to the number of votes equal to the number of erven and units in the development from time to time plus one (1) vote;

INITIAL

(e) at every trustees` meeting, the developer trustees shall be entitled to the number of votes equal to the number of trustees from time to time plus one (1) vote;

(f) the developer shall not be obliged to pay levies in respect of any unimproved or vacant erf or unit owned by the developer until expiry of the development period.

(g) neither the trustees nor any member of the master association shall prevent or hinder in any way the developer from:

(i) gaining access to and egress from the development;

(ii) continuing any building operations on the land;

(iii) marketing and selling any erf or unit, including the advertisement of the sale of such erf or unit or the common areas; and

(iv) gaining access to and from a property, with prior written notice to a member;

(h) upon the expiry of the development period, the rights of the developer in terms of this clause 41 shall immediately terminate ipso facto and no longer be of any force and effect.

42.11 The developer or its nominee shall have the right to conduct an estate agency business in the development.

42.12 In the event that the developer's representative votes against any proposed decision at a general meeting during the development period, the proposed decision may not be validly passed.

INITIAL

43. PHASED DEVELOPMENT AND THE ESTABLISHMENT OF OWNERS ASSOCIATIONS

43.1 The developer intends to develop and market Groot Phesantekraal Estate in phases as the developer deems fit and, for the duration of the development period, the developer shall enjoy unrestricted rights with regard to the marketing of the development and, in particular, the right to erect signage within the development, and to perform all activities normally associated with development and building operations.

43.2 The developer shall develop the Erf 20582 in accordance with the use it is zoned for from time to time. It is recorded that the management area is divided into portions which may be further subdivided for which subdivided portions owners associations shall be established subject to approval by the committee

43.3 The developer shall, in its absolute discretion, be entitled to include further land in the development and to apply for, and subject to, approval by the relevant authority, amend the subdivision plan and subdivide the portions in the development, establish a owners associations in respect of every future development, vary the layout and/or zoning and/or size and/or boundaries of erven and/or the extent and position of the roads comprising Groot Phesantekraal Estate, and subdivide or consolidate erven or sections, and the members shall be bound thereby and shall have no claim of whatever nature against the developer arising therefrom. Insofar as the consent of a member is required for any of the aforegoing, the developer is irrevocably granted a power of attorney to grant any/all such consents on behalf of the members, as may be required.

43.4 The developer may procure the registration of servitudes on behalf of the master association, the owners associations, the City and/or other authorities in respect of the development, as may be necessary.

44. TRANSITION FROM DEVELOPER TO ASSOCIATION

The responsibility for the day-to-day management of the master association's affairs shall, subject to such restrictions as may be contained in this constitution, automatically be transferred from the developer to the master association on the

INITIAL

date that the first trustees are elected to serve on the committee; provided that if the facilities on the common area transferred are incomplete at the date of transfer, the developer shall retain responsibility for the completion thereof, which it shall undertake as soon as practically possible.

45. EXEMPTIONS

45.1 Notwithstanding anything to the contrary herein contained the developer shall not:

(a) be liable to contribute towards or pay any basic or special levies payable by members in terms of this constitution in respect of unsold units, provided however that during the development period the developer shall pay the shortfall between the income derived from levies paid by other owners in terms of this constitution and all income from other sources and the actual expenditure of the master association in accordance with the master association's approved budget;

(b) be required to submit building plans for scrutiny, obtain building plan approval or approval to commence with any form of building work within the management area as otherwise required in terms of this constitution; provided, however, that the developer shall be obliged to ensure that the plans of all developments within the management area proposed by the developer complies with the master estate design guidelines;

(c) be required to pay any scrutiny fee or builder's deposit as contemplated in clause 37 and 38.

45.2 Notwithstanding anything to the contrary herein contained, the developer shall until the first trustees have been appointed to the committee be empowered to:

(a) sell, let, alienate, transfer or dispose of and subdivide, mortgage or otherwise encumber the common areas;

INITIAL

(b) amend the approved township layout of the development; and

(c) amend the rules and master estate design guidelines.

45.3 In the event of a conflict between the provisions contained in Part 9 of this constitution and any other provisions therein contained, the provisions of this Part shall prevail.

46. AMENDMENT OF THE CONSTITUTION

46.1 Subject to clause 4.3 (a) and (b) this Constitution may be added to, amended, substituted, or repealed from time to time. The notice of such meeting or the annexure to such notice shall specify the proposed addition, amendment, or substitution of a provision of the Constitution, or the provision of the Constitution to be repealed.

46.2 The developer may for the duration of the development period from time to time add to, amend, substitute or repeal any provisions of this constitution, provided that the developer shall notify the members in writing of the proposed addition, amendment, or substitution of a provision of the constitution or the provision of the constitution to be repealed. The members shall be granted a period of thirty (30) days from the date of the written notice to provide their comments to the developer. After the said thirty (30) day-period has expired, the developer shall be entitled to proceed with the proposed addition, amendment, substitution or repeal of a provision of the constitution in its original form or in an amended form, provided that the developer shall notify the members of their decision.

PART 10: WINDING-UP

47. LIMITATION ON DISTRIBUTION OF PROFITS

Notwithstanding anything to the contrary contained in this constitution, the master association shall not be permitted to distribute any of its profits or gains to any person and shall utilise its funds solely for the advancement of the objects for which it has been established.

INITIAL

48. DISSOLUTION OR FAILURE TO COMPLY OR CEASES TO FUNCTION EFFECTIVELY

48.1 Subject to section 63 of the By-Law, on dissolution of the master association the remaining assets of the association must be distributed to a similar associations of persons, which is also exempt from income tax in terms of section 10(1)(e)(i)(cc) of the Income Tax Act, 1962.

48.2 If the Master Association fails to meet any of its obligations in this Constitution and the City believes that the community is adversely affected by the failure, the city may take appropriate action to rectify the failure.

48.3 The City may recover any expenditure in respect of the action contemplated above from the Master Owners Association or its members, who are jointly liable.

48.4 The amount of any expenditure so recovered is considered to be expenditure incurred in connection with the Master Association for the purposes of recovering expenditure incurred with the Association from its Members.

48.5 If the Master Association ceases to function effectively or to carry out its obligations, the City may give the Master Association a binding instruction to:

48.5.1 hold a meeting and to reconstitute itself; or

48.5.2 dissolve itself, subject to the amendment of the conditions of approval relating to an obligation to establish an owners' association and the removal of relevant provisions in the title deed.

48.5.3 In determining whether to act in terms of the above, the City must have regard to:

(a) the purpose of the association;

(b) who will take over the maintenance of internal engineering services and other obligations which the Association is responsible for, if at all;

(c) the costs of upgrading the internal engineering services and other infrastructure if the City is to take over infrastructure;

(d) the impact of the dissolution of the Association on its members and the community;

(e) ant written representations from the Association and its members.

48.5.4 If the Association is dissolved, the members must jointly pay the costs of:

(a) the transfer to the City of the Master Association's property which contains the internal engineering services and private open spaces;

(b) the upgrading of the internal engineering services to the standards of the City.

48.5.5 In the event that the Master Association has ceased to function and an owner wishes to transfer a land unit in that event, the owner must obtain the consent of at least 60% (Sixty Percent) of the members of the Master Association, which consent is deemed to be the consent of the Master Association.

INITIAL

PART 11: APPENDICES

A1 Groot Phesantekraal Phase 4 Subdivision Plan

A2 Precinct and Phase Plan

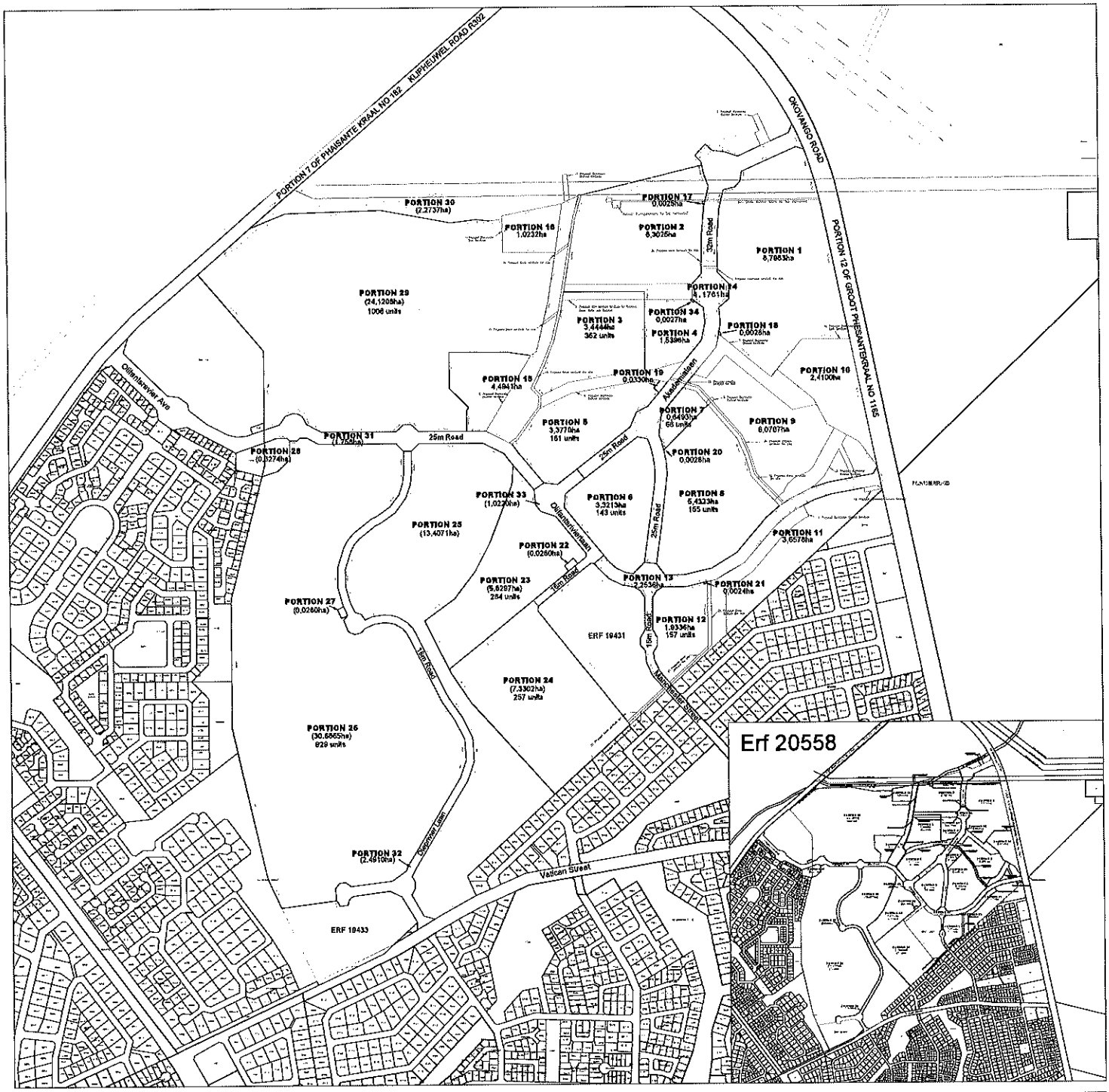
A3 Master Estate Design Guidelines

A4 Representation and Voting summary

A5 **Master Landscape Plan**

INITIAL

Appendix A1

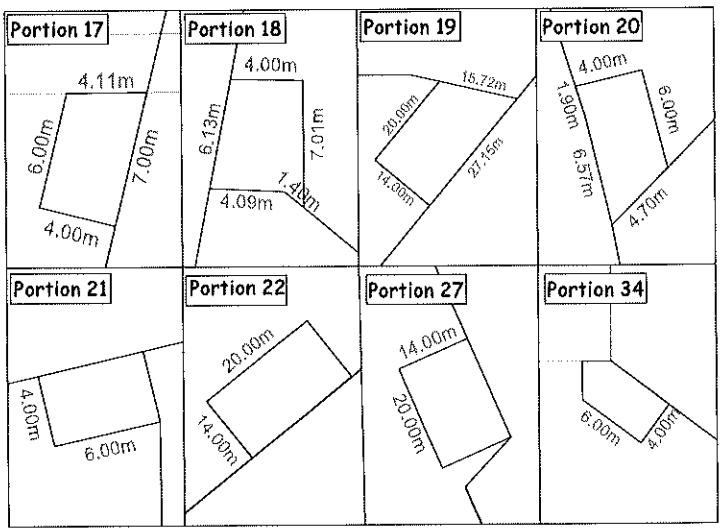


NOTES:

1. All data is approximate and subject to the final survey.
2. All cadastral data as per Deeds Office and Council records. True extent to be determined with final survey.

Portions	Area	Zoning	Use	Density du/ha	No. of Units	GLA (m²)	%
1	8.7883ha	Community Zone 2	Place of Instruction	-	-	-	6.84%
2	6.5025ha	Community Zone 2	Place of Instruction	-	-	-	4.25%
3	3.4444ha	General Residential 2	Residential	105	362	-	2.32%
4	1.5396ha	Community Zone 2	Place of Instruction	-	-	-	1.04%
5	3.3770ha	Mixed Use Zone	Mixed use	48	161	8000	2.26%
6	3.3213ha	Mixed Use Zone	Mixed use	43	143	8000	2.24%
7	0.6493ha	Mixed Use Zone	Mixed use	102	66	2000	0.44%
8	6.4333ha	General Residential 1	Group Housing	29	155	-	3.66%
9	0.0707ha	Open Space zone 3	Pr.O.S	-	-	-	4.10%
10	2.4100ha	Open Space zone 3	Pr.O.S	-	-	-	1.63%
11	3.6578ha	Open Space zone 3	Pr.O.S	-	-	-	2.47%
12	1.9336ha	General Residential 2	Residential	81	157	-	1.30%
13	2.2536ha	Transport Zoning 2	Public Road	-	-	-	1.52%
14	4.1761ha	Transport Zoning 2	Public Road	-	-	-	2.82%
15	4.4941ha	Open Space zone 3	Pr.O.S	-	-	-	3.02%
16	1.0232ha	Open Space zone 3	Pr.O.S	-	-	-	0.69%
17	0.0028ha	Utility Zoning	Utility	-	-	-	0.00%
18	0.0028ha	Utility Zoning	Utility	-	-	-	0.00%
19	0.0330ha	Utility Zoning	Utility	-	-	-	0.02%
20	0.0028ha	Utility Zoning	Utility	-	-	-	0.00%
21	0.0024ha	Utility Zoning	Utility	-	-	-	0.00%
22	0.0260ha	Utility Zoning	Utility	-	-	-	0.02%
23	5.6297ha	Mixed Use Zone	Mix Use	45	284	5000	3.85%
24	7.3302ha	General Residential 1	Residential	35	257	-	4.94%
25	13.4071ha*	Open Space zone 3	P.R.O.S	-	-	-	9.04%
26	30.6565ha	Subdivisional Area	-	30	929	-	20.70%
27	0.0260ha	Utility Zoning	Utility	-	-	-	0.02%
28	0.3274ha	Community Zone 1	Place of Worship	-	-	-	0.22%
29	24.1208ha	Subdivisional Area	-	42	1006	-	16.27%
30	2.2737ha	Open Space zone 3	P.R.O.S	-	-	-	1.53%
31	1.7550ha	Transport Zoning 2	Public Road	-	-	-	1.18%
32	2.4910ha	Transport Zoning 2	Public Road	-	-	-	1.68%
33	1.0220ha	Transport Zoning 2	Public Road	-	-	-	0.69%
34	0.0027ha	Utility Zoning	Utility	-	-	-	0.00%
Total	148.24ha				3500	25 000 m²	100%

*Note: Portion 25 includes previous consolidated Erf 21679 of 3795.3m²



DRAWING

GROOT PHESANTEKRAAL ESTATE (PHASE 4)
SUBDIVISION PLAN
ERVEN 20558 DURBANVILLE AND 21679 KRAAIFONTEIN

CLIENT: MULTIDIRECT INVESTMENTS 41 (PTY) LTD

SCALE: 1 : 20 000 on A4

PLAN NO: 863-2

COMPILED: James Hards
CHECKED: Tinus Scott
DATE: 27/07/2020

APPLICANT

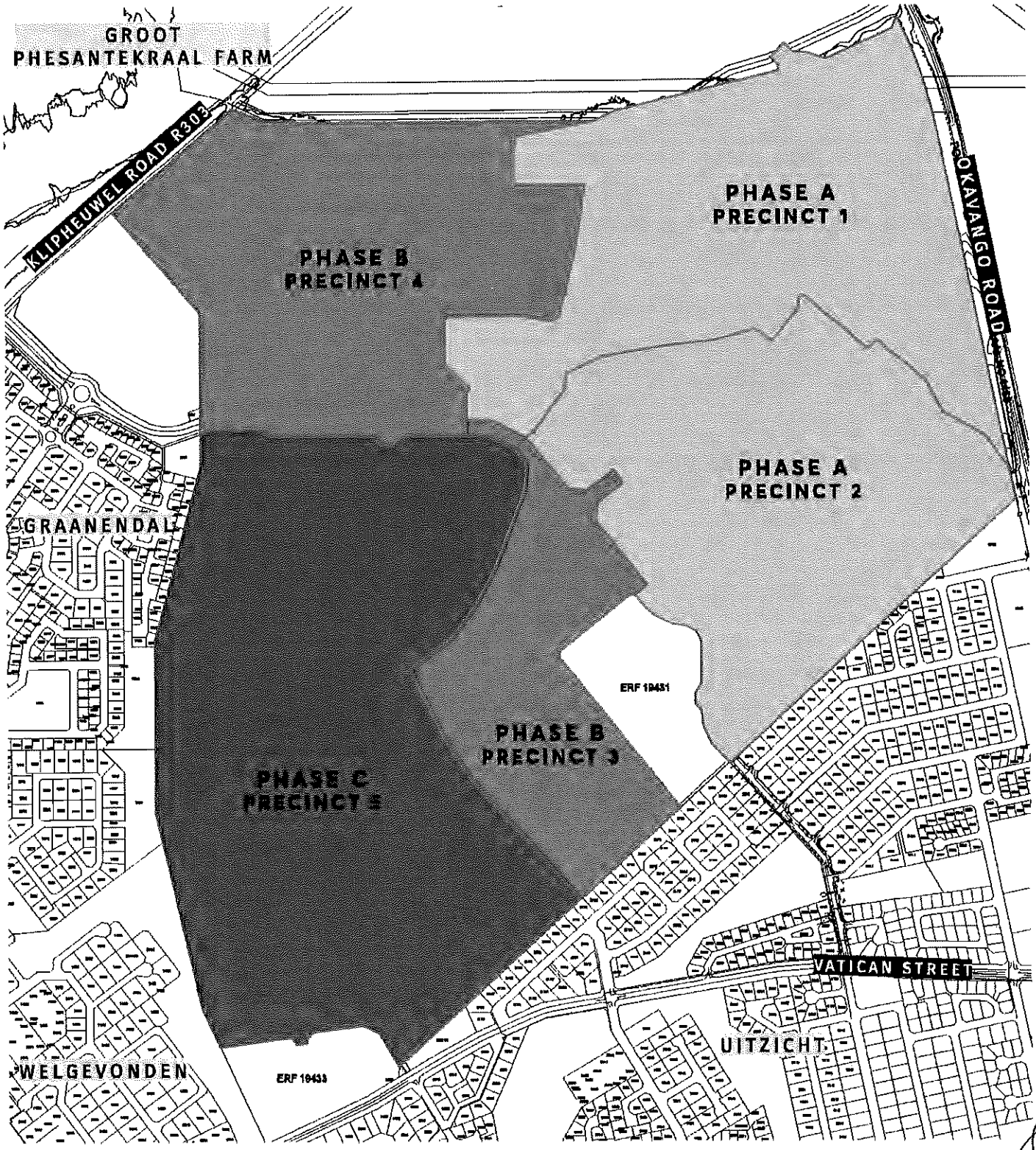
terraplan
Quantico House 7B
Loerie Park
Paul Kruger Street 19,
Durbanville
7551
Tel (021) 975-1300/1
Fax (021) 975-1379
Email: tinus@terraplan.co.za

Appendix A2

PRECINCT & PHASING PLAN

PHASE A_PRECINCT 1 - EDUCATIONAL
PHASE A_PRECINCT 2 - MIXED-USE
PHASE B_PRECINCT 3 - MIXED-USE
PHASE B_PRECINCT 4 - RESIDENTIAL
PHASE C_PRECINCT 5 - RESIDENTIAL

EST 1698
GROOT PHESANTEKRAAL
ESTATE



Appendix A3

EST 1698

GROOT PHESANTEKRAAL

ESTATE

MASTER ESTATE DESIGN GUIDELINE

Draft - September 2020

STAD KAAPSTAD

1 2 MAR 2021

CITY OF CAPE TOWN

CONTEXT

PROJECT VISION 05

SITE LOCALITY 06

MASTER PLAN 08

SITE CONTROLS 04

DESIGN CONTROLS 05

PRECINCT BRANDING 06

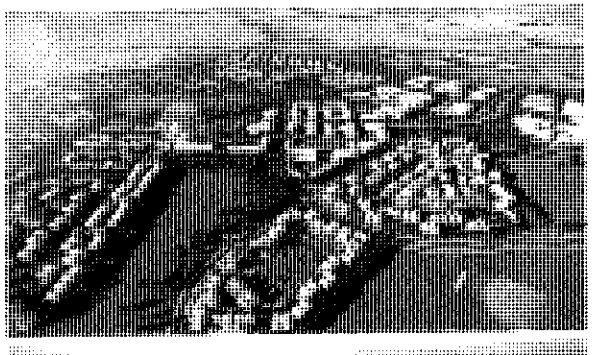
DESIGN SUBMISSIONS 07

CONSTRUCTION GUIDELINES 08

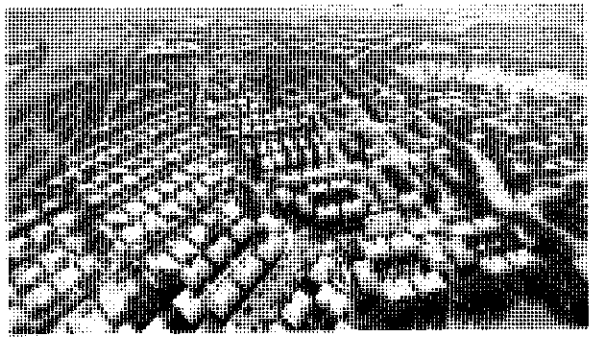
Groot Phesantekraal Estate (GPE) is a mixed-use development situated within the Northern Planning District of City of Cape Town. The ±150 ha development is located approximately 7km from the Durbonville central business node and east of the N7, including the area north of the N1, and east of the R300.

The development encourages a quality built-environment with the focus on sustainable, sense of place, all-inclusive living and a vibrant, rich experience for visitors and residents. The development will also aim to achieve enhanced real estate and investment potential by following an integrated development strategy and enforcing quality developments within Groot Phesantekraal Estate. The development will consist of a private school, tertiary institution with student housing, residential estates and a mixed-use centre consisting of retail, offices and apartments. A mixture of residential typologies will be developed ranging from free standing homes to apartments to cater for a variety of residents and investors.





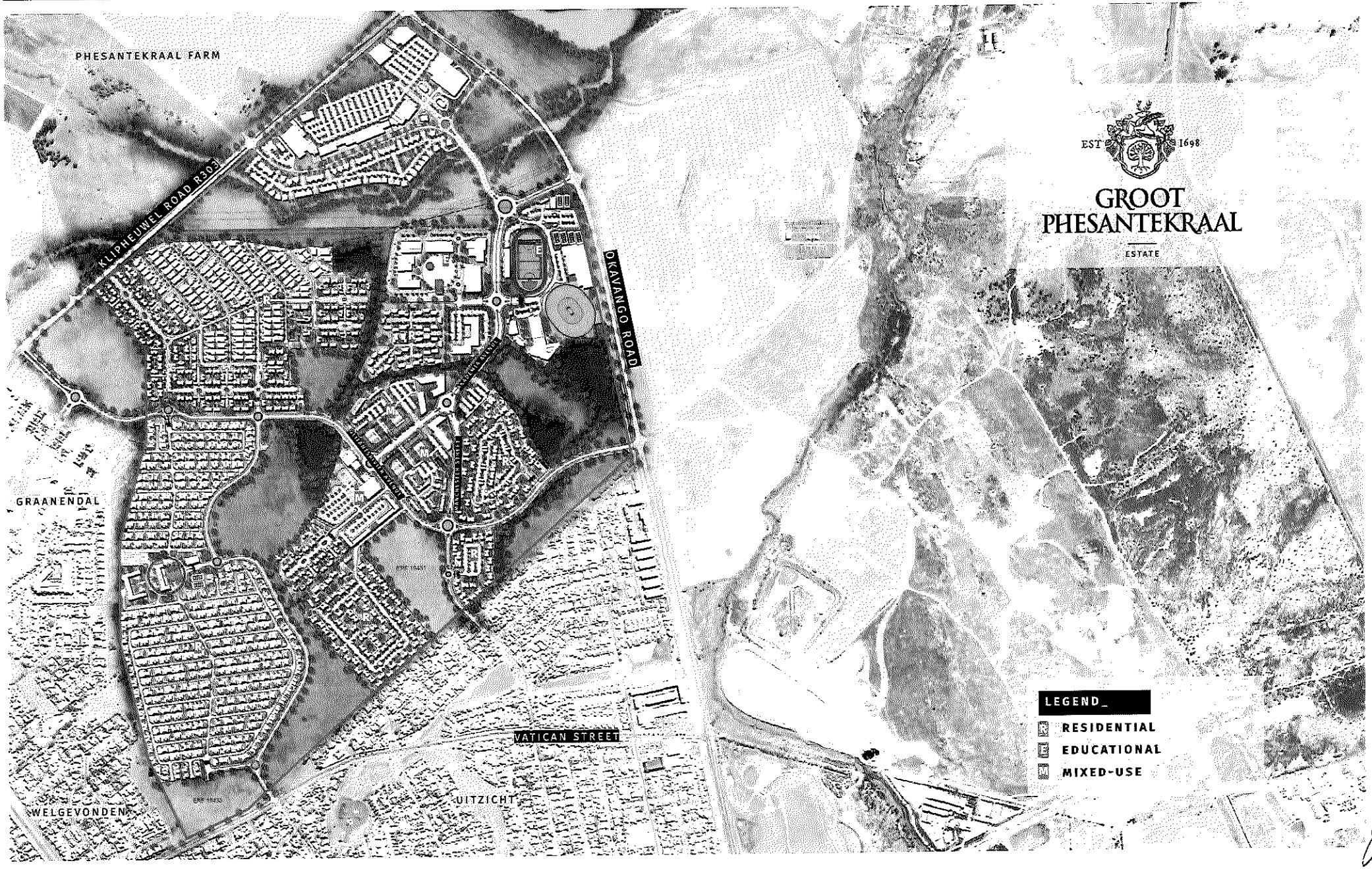


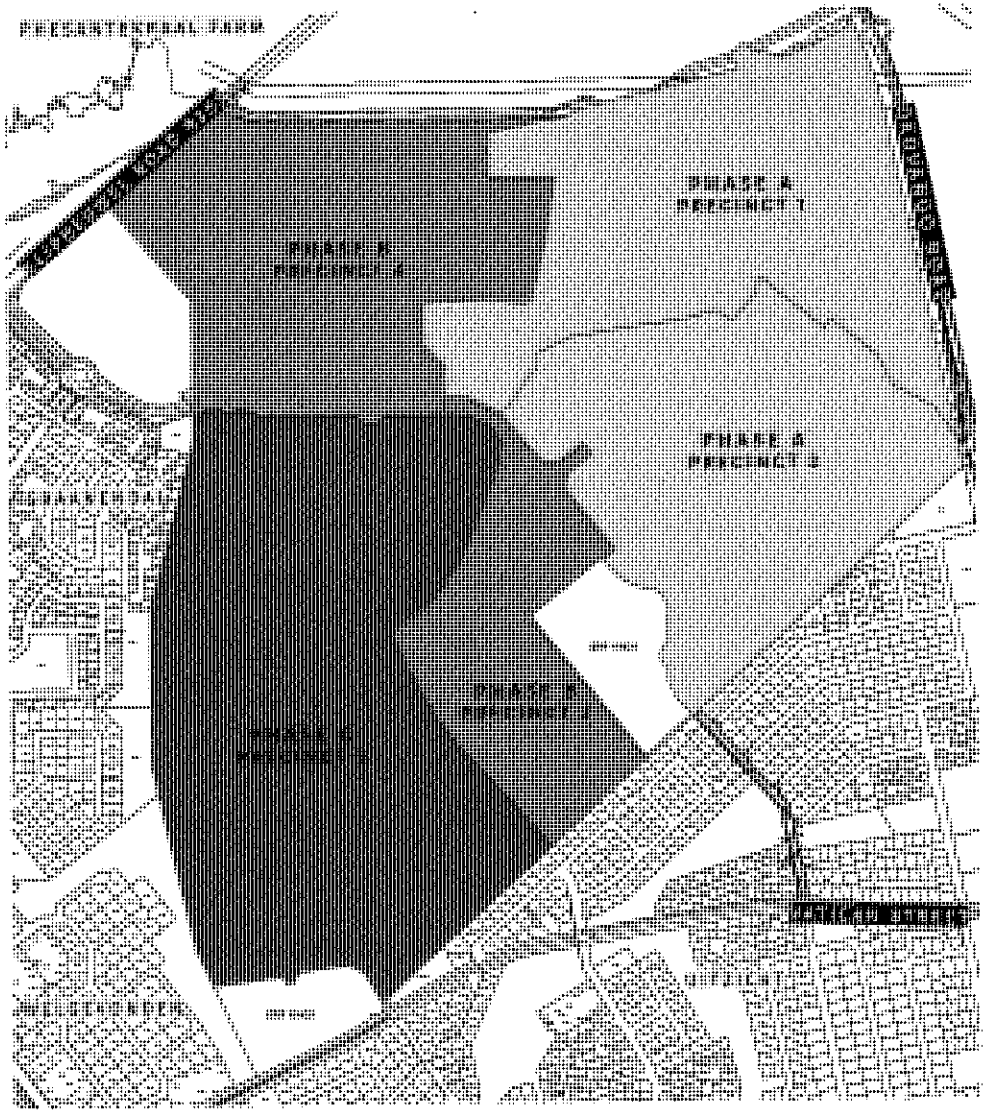


MACRO LOCALITY



MASTER PLAN


PHESANTEKRAAL FARM
KLIPHEUWEL ROAD R303
OKAVANGO ROAD
GRAANENDAL
VATICAN STREET
UITZICHT
WELGEVONDEN
EST 1698
GROOT
PHESANTEKRAAL
ESTATE
LEGEND_
RESIDENTIAL
EDUCATIONAL
MIXED-USE



LEGEND_

PHASE A_PRECINCT 1 - EDUCATIONAL

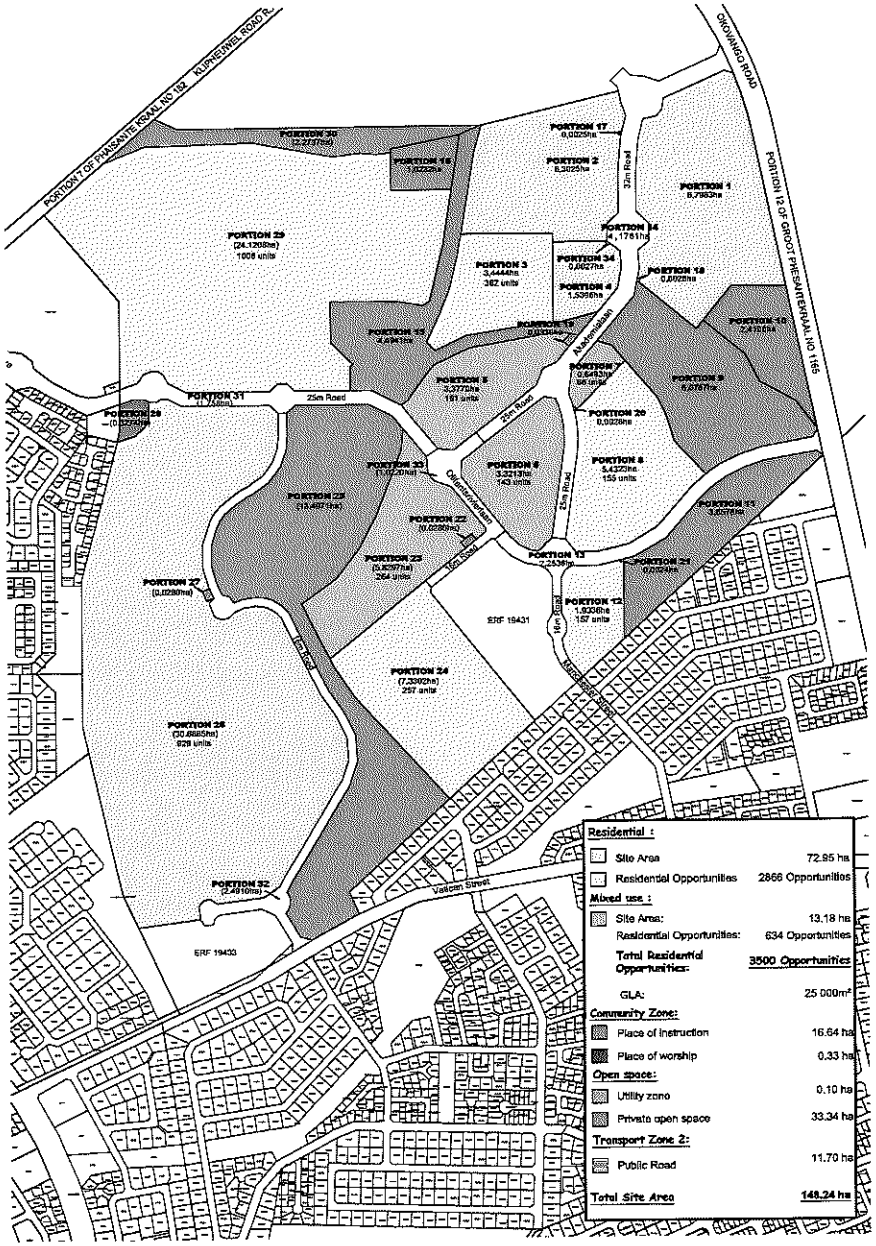
PHASE A_PRECINCT 2 - MIXED-USE

PHASE B_PRECINCT 3 - MIXED-USE

PHASE B_PRECINCT 4 - RESIDENTIAL

PHASE C_PRECINCT 5 - RESIDENTIAL

DEVELOPMENT FRAMEWORK PLAN



	AREA	ZONE	USE	GLA	UNITS	DENSITIES	MAX. HEIGHT
PRECINCT 1							
Portion 1	8.7983 ha	Community Zone 2	Place of Instruction				Ground +3 (4 levels)
Portion 2	6.3024 ha	Community Zone 2	Place of Instruction				Ground +3 (4 levels)
Portion 3	3.4444 ha	General Residential 2	Residential		362	105 units/ha	Ground +3 (4 levels)
Portion 4	1.5423 ha	Community Zone 2	Place of Instruction				Ground +3 (4 levels)
Portion 10	2.4100 ha	Open Space Zone 3	Private Open Space				-
Portion 14 A	2.4751 ha	Transport Zoning 2	Public Road				-
Portion 15	4.4910 ha	Open Space Zone 3	Private Open Space				-
Portion 16	1.0220 ha	Open Space Zone 3	Private Open Space				-
Portion 17	0.0025 ha	Utility Zoning	Utility				-
Portion 18	0.0028 ha	Utility Zoning	Utility				-
Portion 34	0.0028 ha	Utility Zoning	Utility				-
PRECINCT 2							
Portion 5	3.3770 ha	Mixed Use Zone	Mixed Use	9,000 m²	161	48 units/ha	Ground +3 (4 levels)
Portion 6	3.3213 ha	Mixed Use Zone	Mixed Use	9,000 m²	143	43 units/ha	Ground +3 (4 levels)
Portion 7	0.6493 ha	Mixed Use Zone	Mixed Use	2,000 m²	66	102 units/ha	Ground +3 (4 levels)
Portion 8	5.4323 ha	General Residential 1	Group Housing		155	29 units/ha	Ground +2 (3 levels)
Portion 9	6.0767 ha	Open Space Zone 3	Private Open Space				-
Portion 11	3.6578 ha	Open Space Zone 3	Private Open Space				-
Portion 12	1.9336 ha	General Residential 2	Residential		157	81 units/ha	Ground +2 (3 levels)
Portion 13	2.2573 ha	Transport Zoning 2	Public Road				-
Portion 14 B	1.7010 ha	Transport Zoning 2	Public Road				-
Portion 19	0.0330 ha	Utility Zoning	Utility				-
Portion 20	0.0028 ha	Utility Zoning	Utility				-
Portion 21	0.0024 ha	Utility Zoning	Utility				-
PRECINCT 3							
Portion 22	0.0280 ha	Utility Zoning	Utility				-
Portion 23	5.8297 ha	Mixed Use Zone	Mixed Use	5,000 m²	264	45 units/ha	Ground +3 (4 levels)
Portion 24	7.3302 ha	General Residential 1	Residential		257	35 units/ha	Ground +2 (3 levels)
Portion 33	1.0220 ha	Transport Zoning 2	Public Road				-
PRECINCT 4							
Portion 29	24.1208 ha	Subdivisional Area Overlay Zone	-		1006	42 units/ha	Ground +2 (3 levels)
Portion 30	2.2737 ha	Open Space Zone 3	Private Open Space				-
Portion 31	1.7580 ha	Transport Zoning 2	Public Road				-
PRECINCT 5							
Portion 25	13.4071 ha	Open Space Zone 3	Private Open Space				-
Portion 26	30.5865 ha	Subdivisional Area Overlay Zone	-		929	30 units/ha	Ground +1 (2 levels)
Portion 27	0.0280 ha	Utility Zoning	Utility				-
Portion 28	0.3274 ha	Community Zone 1	Place of Worship				-
Portion 32	2.4910 ha	Transport Zoning 2	Public Road				-

The guidelines contained herein introduce land owners to Groot Phesantekraal Estate (GPE) with a view to outlining the manner in which design standards for the development are to be maintained and developments to be carried out.

This document aims to assist with the preparation of development documentation by setting specific guidelines and requirements. The purpose of this guideline is to provide assurance that the overall development tone will be maintained to the ultimate benefit of all land owners, occupants and investors. It is considered fundamental that conformity with this development control manual will lead to improved property investments within GPE that promote and establish environmental sustainability are addressed herein.

DESIGN CONTROL PROCESS

The design control process is through co-operation and collaboration without changing the design concept of a development. Owners should comply with all council regulations and bylaws, and this process does not release any land owner with complying with it. All the necessary statutory approvals and certificates still to be obtained from council and other government departments.

GPE have the right at any time to amend the guidelines and or to enforce it at their own discretion. Construction can only start with the written approval from the Moster Design Review Committee (MDRC) on behalf of GPE and with the permission from council to start construction.

A land owner may only submit development documentation to the council once the MDRC has approved the relevant documents. Earthworks, leveling and site clearing can only start with the written approval from the MDRC on behalf of GPE and with the permission from council. The MDRC will be properly authorized and appointed to review and act on behalf of GPE in accordance with the procedures set out in the constitution and design guidelines.

GROOT PHESANTEKRAAL DESIGN CONCEPT

Groot Phesantekraal Estate to be developed with new-urbanism design principles as core to any new development within the estate. The aim is to create a walkable, well connected and safe development that adopts principles of sustainability. The following section of this guideline document highlights key parameters and limitations to achieve the above described development.

GENERAL

The MDRC reserves the right to amend this document and design control guidelines from time to time, as they may deem necessary. Any amendments will be subject to City of Cape Town approval. The Master Owner Association (MOA) may refuse any land lease, access or occupation to any land owner that does not comply with any of the above provisions.

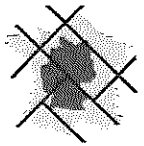
A builder's deposit and levy as determined by the Master Design Review Commitee (MDRC) based on the construction costs of the proposed building shall be payable before a developer of an individual land portion other than the developer may commence with any building work within the management area. The MDRC shall hold such builder's deposit until the member hos completed the approved building works or improvements to the committee's satisfaction and shall keep such deposit in a bank account pending completion of such works. The builders levy as determined by the MDRC shall be paid monthly for the duration of the construction period. Construction vehicle access will not be allowed to the development if the above deposits and levy are not paid in full. The MOA may from time to time expand its objectives and functions as necessary.

DESIGN PRINCIPLES



QUALITY BUILT ENVIRONMENT

- Emphasis on beauty, aesthetics, human comfort, and creating a sense of place.
- Special placement of uses and sites within community.
- Human scale architecture & beautiful surroundings nourish the human spirit.



LEGIBLE NEIGHBOURHOOD STRUCTURE

- Interconnected street network disperses traffic and eases walking.
- A hierarchy of primary, secondary and tertiary routes.
- High quality pedestrian network and public realm makes walking pleasurable.



MIXED-USE & DIVERSITY

- A mix of shops, offices, apartments, and homes on site.
- Mixed-use within neighbourhoods, within blocks, and within buildings.
- Diversity of people – of all ages, income levels, cultures, and race.



SMART TRANSPORTATION

- A network of high-quality of public transport connecting cities, towns, and neighbourhoods together.
- Pedestrian-friendly design that encourages a greater use of bicycles, motorcycles, and walking as daily transportation.



CONNECTIVITY

- Well connected street network disperses traffic and eases walking. A hierarchy of primary, secondary and tertiary routes.
- High quality pedestrian network and public realm makes walking pleasurable.



SUSTAINABILITY

- Minimal environmental impact of development and its operations.
- Environmental technologies, respect for ecology and value of natural systems.
- Energy efficiency and economic inclusion.
- Local production and biodiversity.
- More walking, less driving.
- Heritage and increased life cycle cost.



WALKABILITY

- Connectivity and amenities within a 10-minute walk of home and work.
- Pedestrian friendly street design (buildings close to street; patio's, windows and doors street facing; tree-lined streets; on-street parking; slow speed streets)



QUALITY OF LIFE

- Taken together these add up to a high quality of life well worth living, and create places that enrich, uplift, and inspire the human spirit.

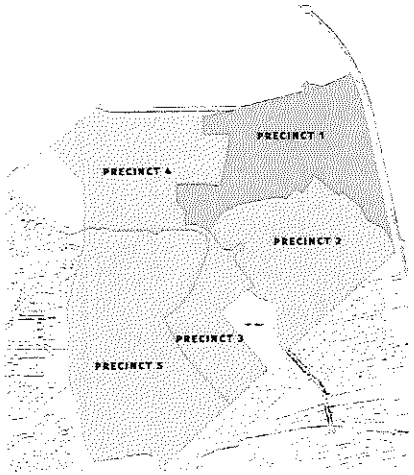


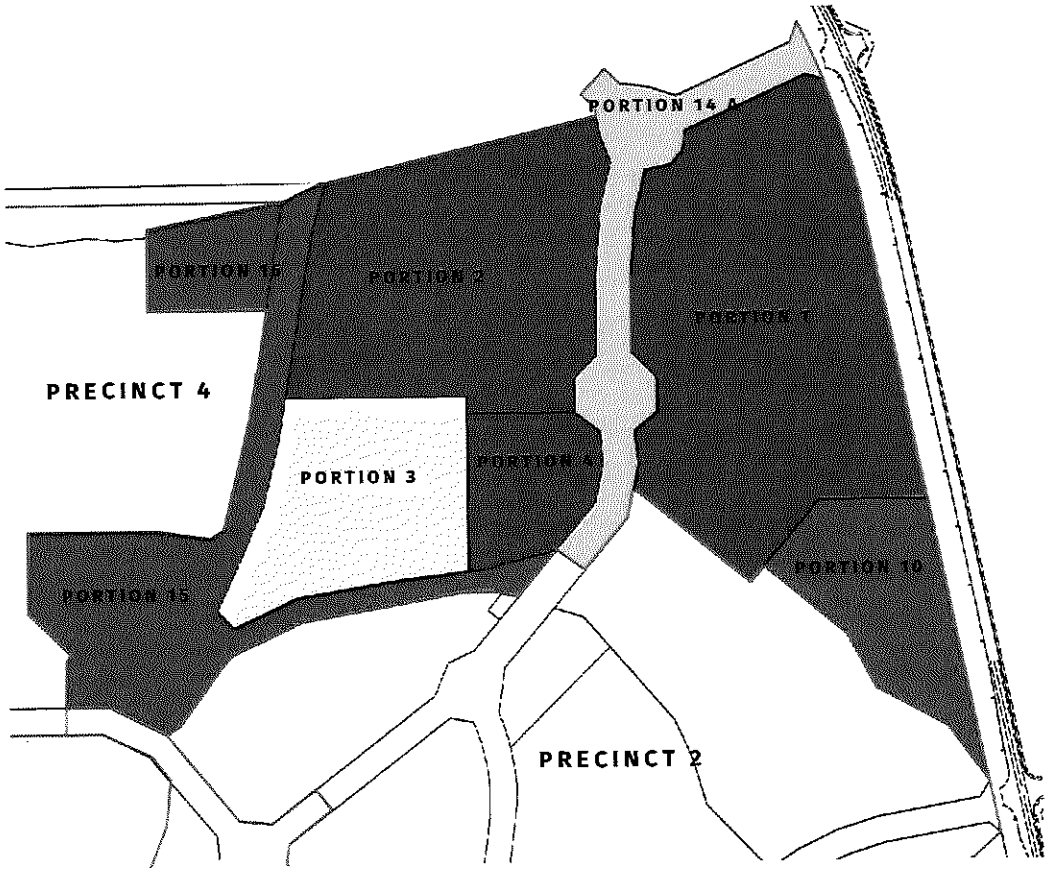
INCREASED DENSITY

- Interconnected street grid network disperses traffic and eases walking.
- A hierarchy of primary, secondary and tertiary routes.
- High quality pedestrian network and public realm makes walking pleasurable.

PRECINCT 1 - ZONING & DEVELOPMENT DATA

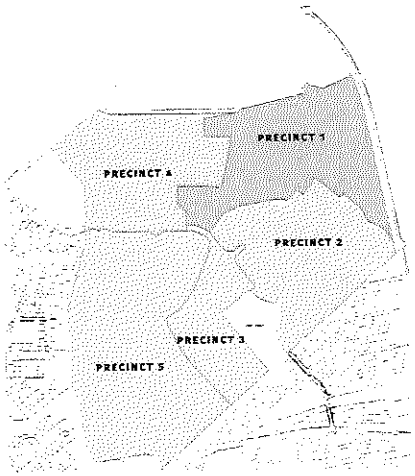
PRECINCT 1						
Portion 1	8.7983 ha	Community Zone 2	Place of Instruction			Ground +3 (4 levels)
Portion 2	6.3024 ha	Community Zone 2	Place of Instruction			Ground +3 (4 levels)
Portion 3	3.4444 ha	General Residential 2	Residential	362	105 units/ha	Ground +3 (4 levels)
Portion 4	1.5423 ha	Community Zone 2	Place of Instruction			Ground +3 (4 levels)
Portion 10	2.4100 ha	Open Space Zone 3	Private Open Space			-
Portion 14 A	2.4751 ha	Transport Zoning 2	Public Road			-
Portion 15	4.4910 ha	Open Space Zone 3	Private Open Space			-
Portion 16	1.0220 ha	Open Space Zone 3	Private Open Space			-
Portion 17	0.0025 ha	Utility Zoning	Utility			-
Portion 18	0.0028 ha	Utility Zoning	Utility			-
Portion 34	0.0028 ha	Utility Zoning	Utility			-

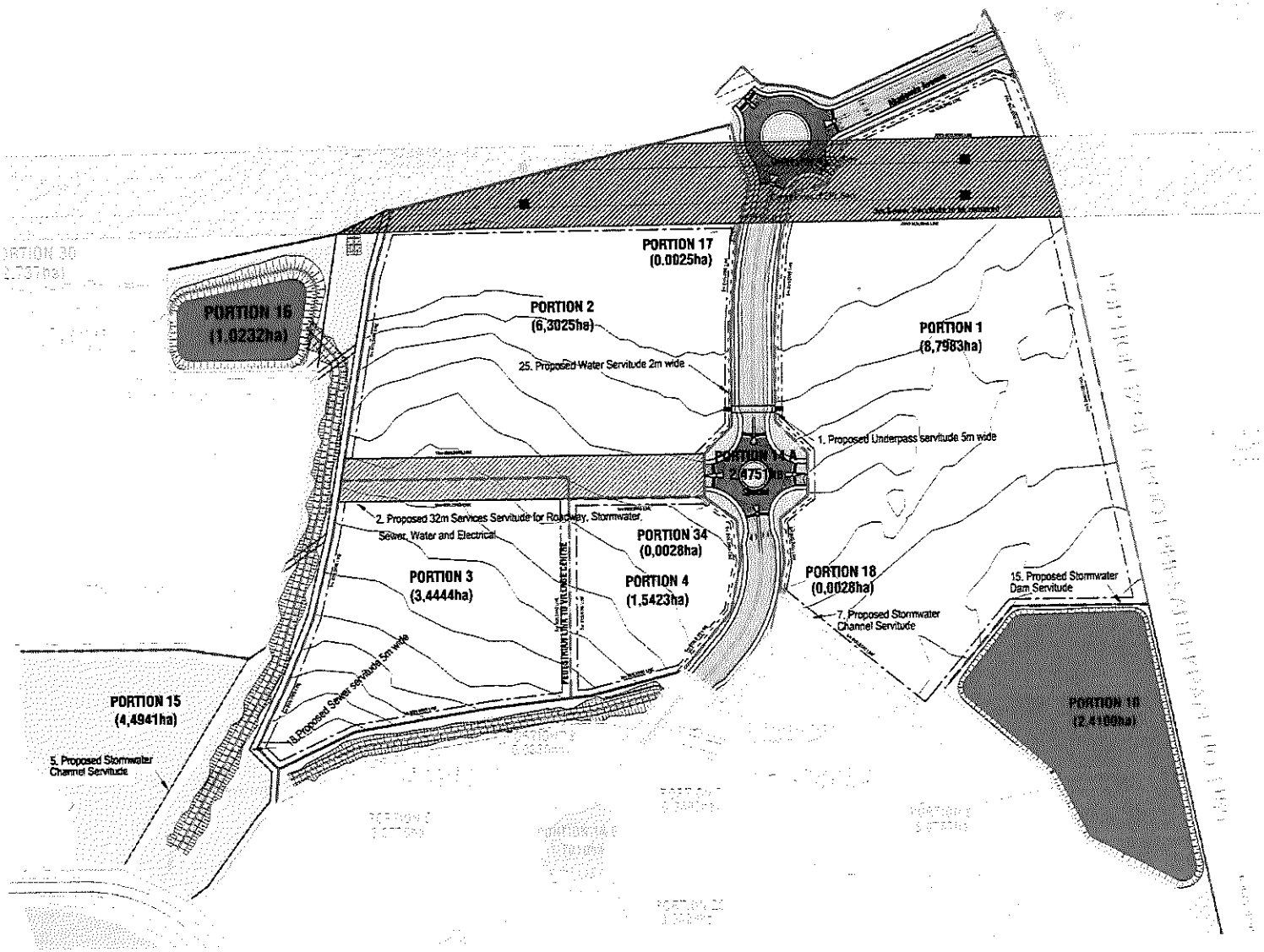




PRECINCT 1 - DEVELOPMENT CONTROLS

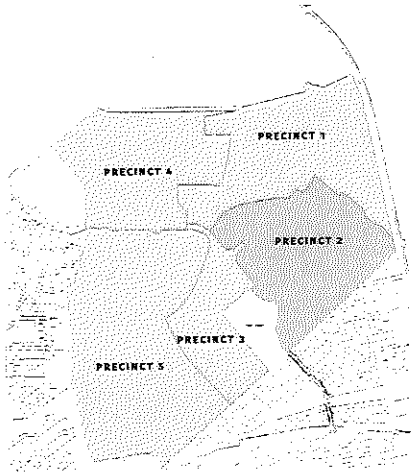
Property lines	
Line of No-Access	
Building line	
Build-to Line	
Electrical Servitude	
Private Open Space	

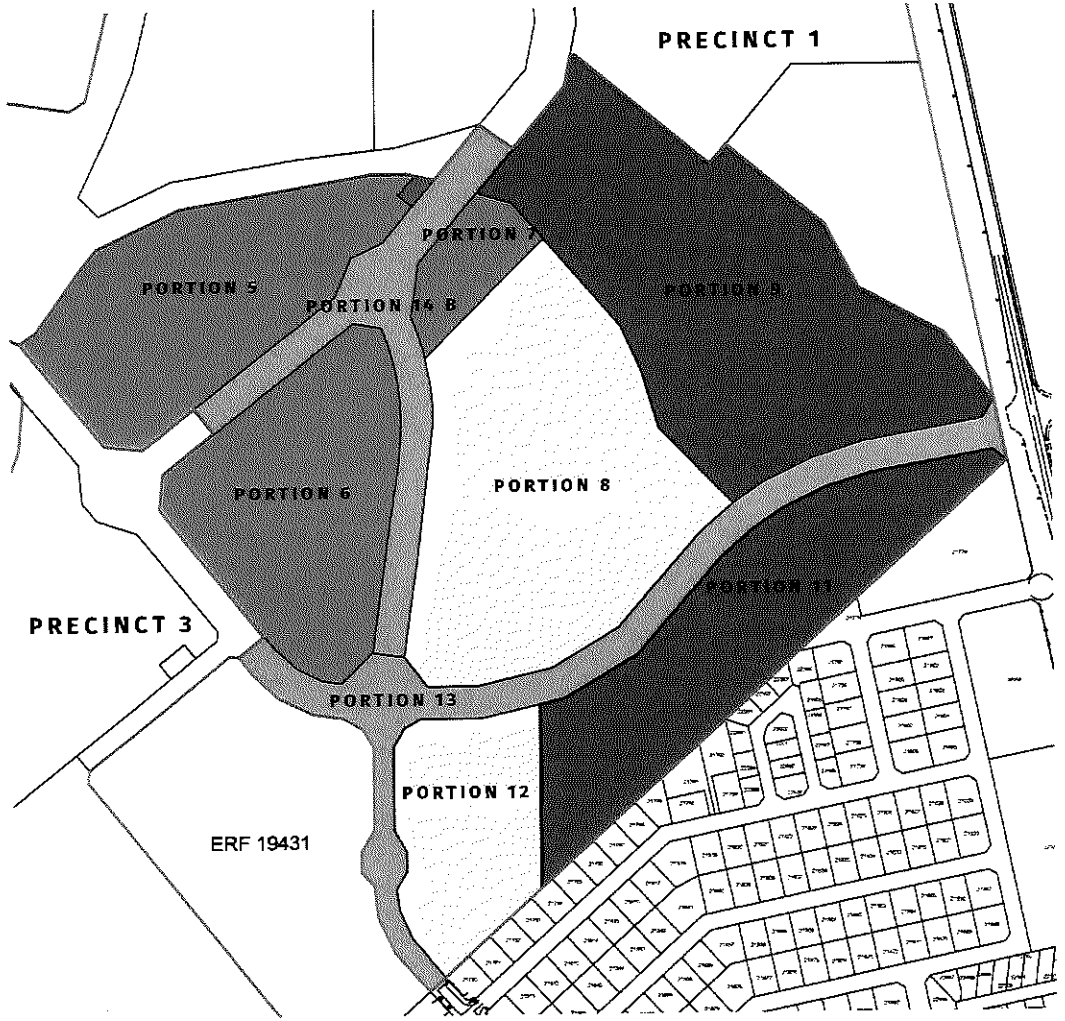




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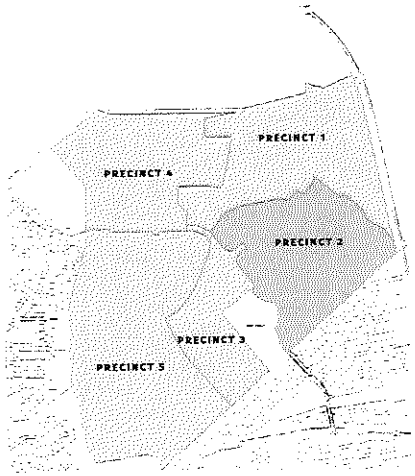
PRECINCT 2							
Portion 5	3.3770 ha	Mixed Use Zone	Mixed Use	9 000 m²	161	48 units/ha	Ground +3 (4 levels)
Portion 6	3.3213 ha	Mixed Use Zone	Mixed Use	9 000 m²	143	43 units/ha	Ground +3 (4 levels)
Portion 7	0.6493 ha	Mixed Use Zone	Mixed Use	2 000 m²	66	102 units/ha	Ground +3 (4 levels)
Portion 8	5.4323 ha	General Residential 1	Group Housing		155	29 units/ha	Ground +2 (3 levels)
Portion 9	6.0767 ha	Open Space Zone 3	Private Open Space				-
Portion 11	3.6578 ha	Open Space Zone 3	Private Open Space				-
Portion 12	1.9336 ha	General Residential 2	Residential		157	81 units/ha	Ground +2 (3 levels)
Portion 13	2.2573 ha	Transport Zoning 2	Public Road				-
Portion 19	0.0330 ha	Utility Zoning	Utility				-
Portion 20	0.0028 ha	Utility Zoning	Utility				-
Portion 21	0.0024 ha	Utility Zoning	Utility				-

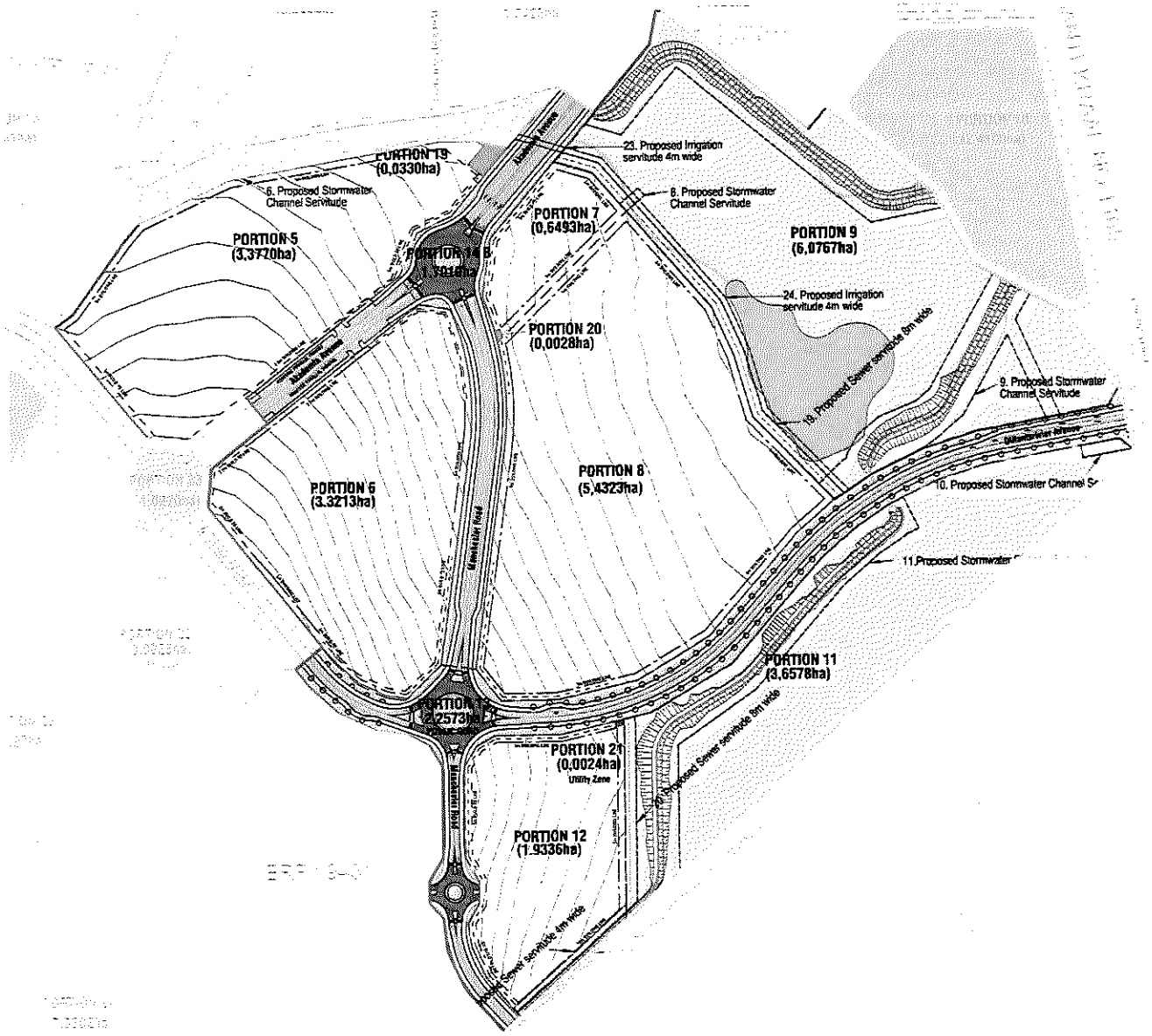




PRECINCT 2 - DEVELOPMENT CONTROLS

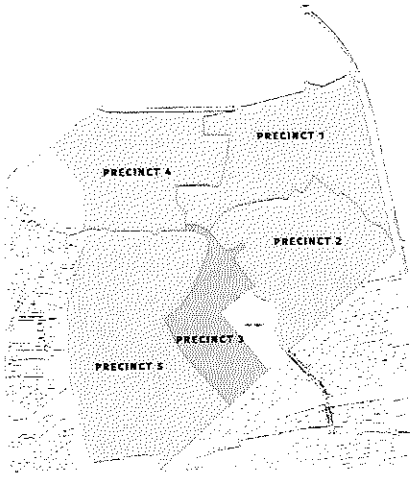
Property lines	
Line of No-Access	
Building line	
Build-to Line	
Electrical Servitude	
Private Open Space	

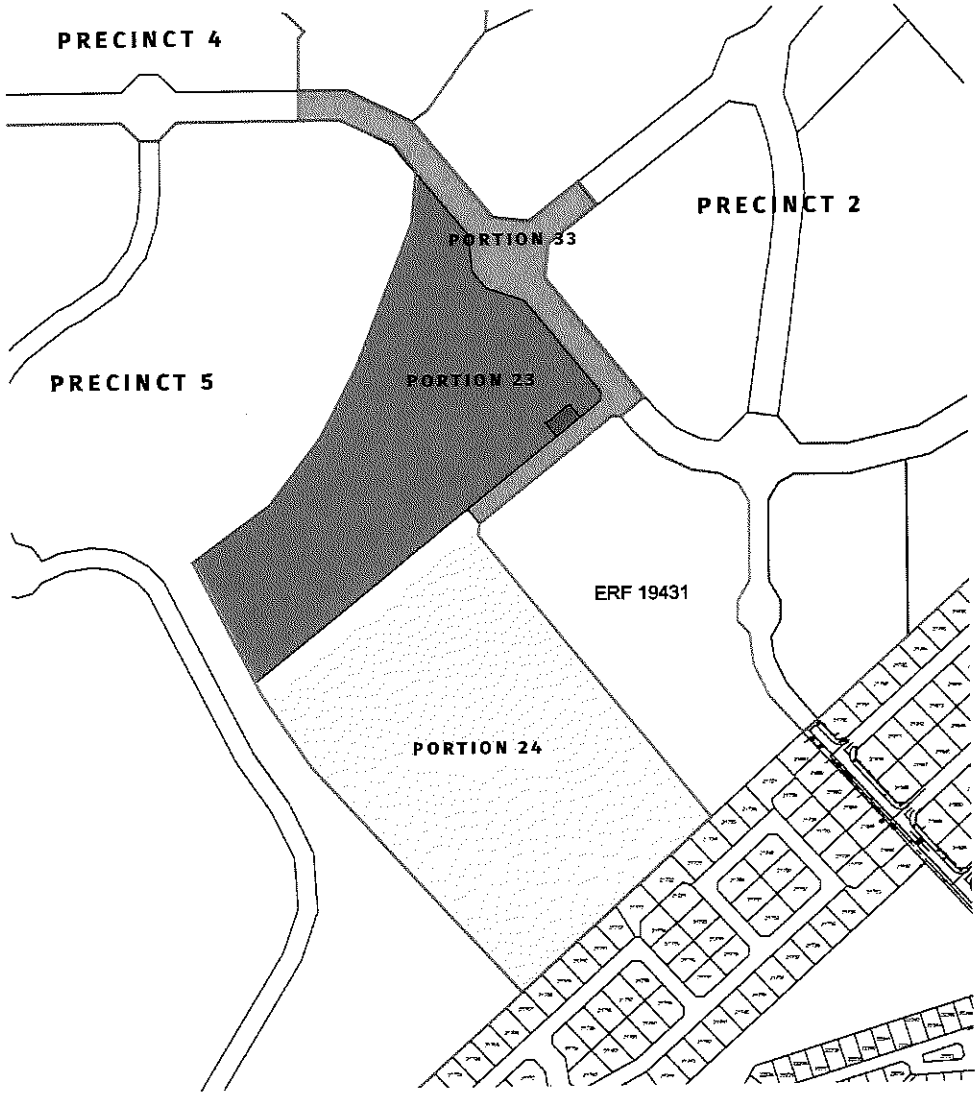




PRECINCT 3 - ZONING & DEVELOPMENT DATA

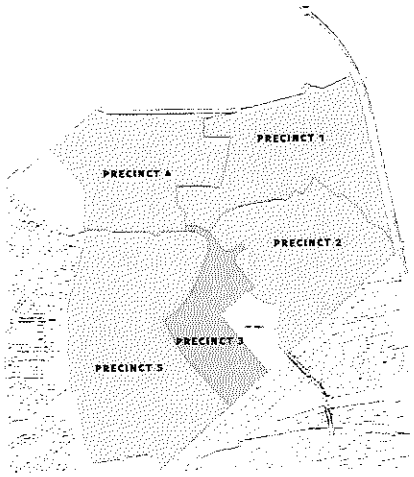
PRECINCT 3							
Portion 22	0.0280 ha	Utility Zoning	Utility				-
Portion 23	5.8297 ha	Mixed Use Zone	Mixed Use	5 000 m²	264	45 units/ha	Ground +3 (4 levels)
Portion 24	7.3302 ha	General Residential 1	Residential		257	35 units/ha	Ground +2 (3 levels)
Portion 33	1.0220 ha	Transport Zoning 2	Public Road				-

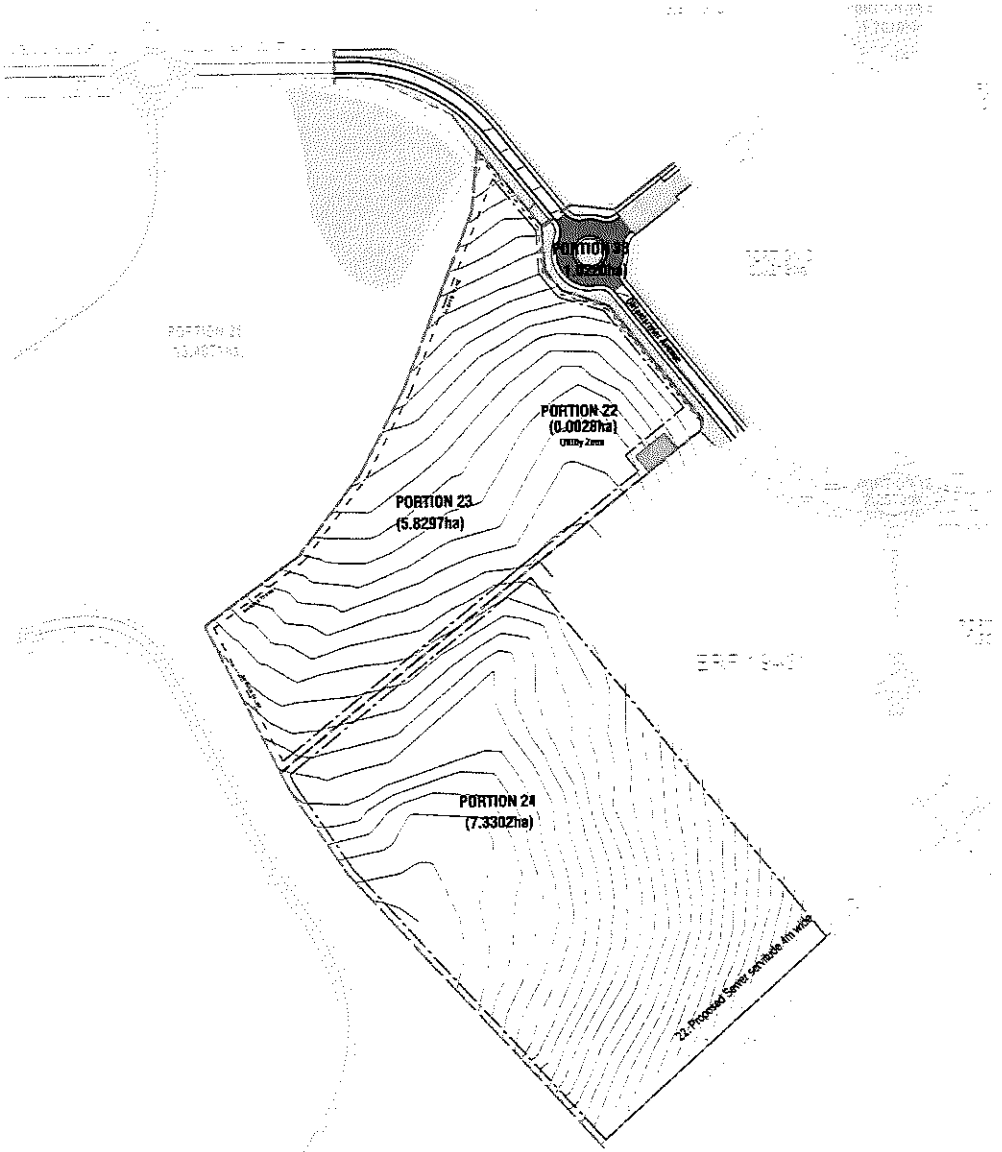




PRECINCT 3 - DEVELOPMENT CONTROLS

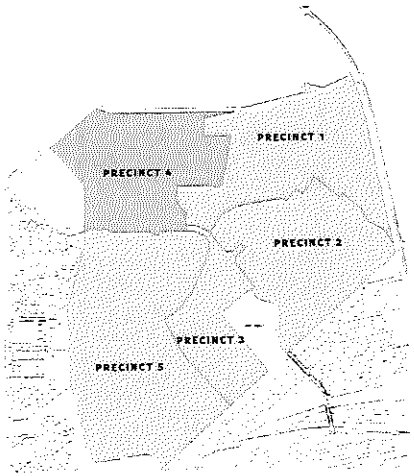
Property lines	
Line of No-Access	
Building line	
Build-to Line	
Electrical Servitude	
Private Open Space	

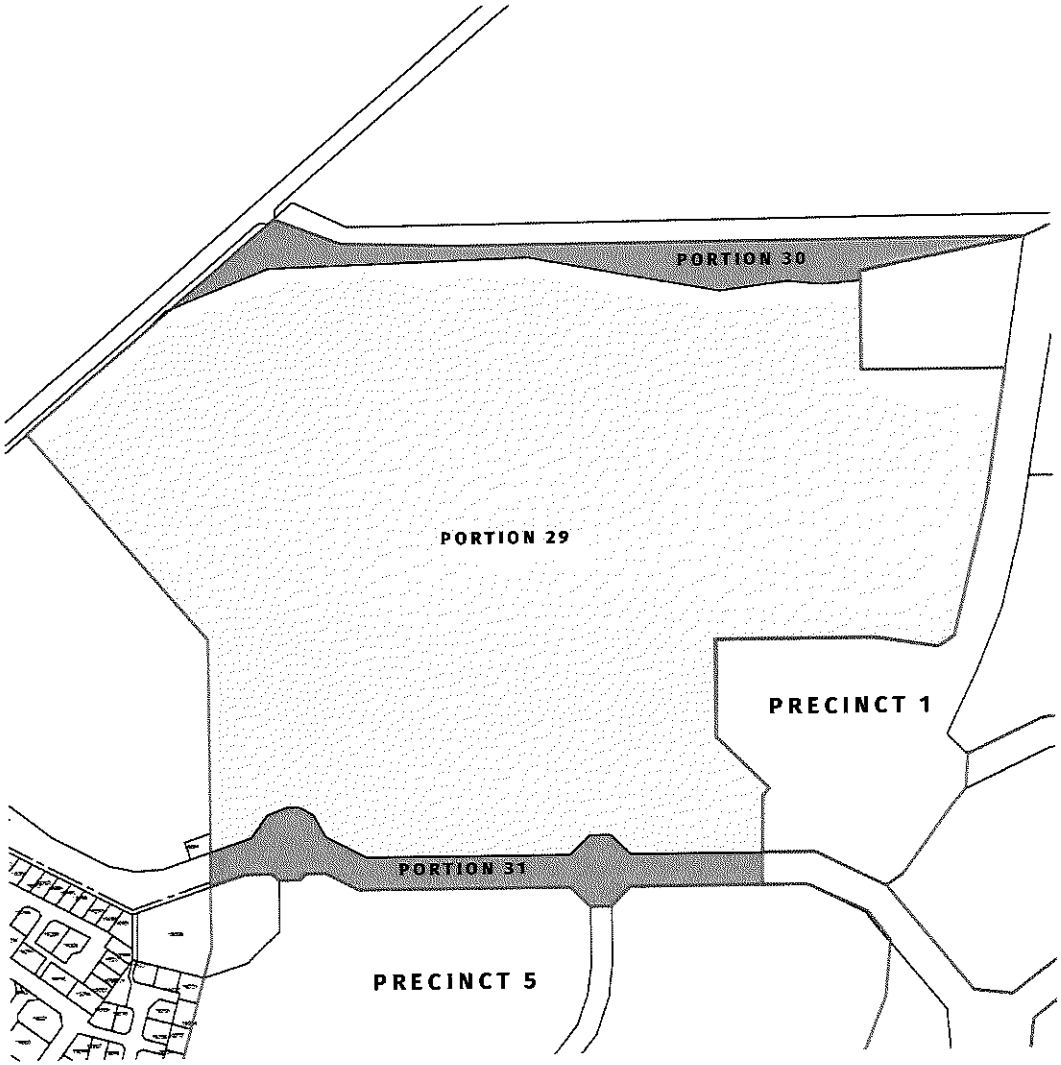




PRECINCT 4 - ZONING & DEVELOPMENT DATA

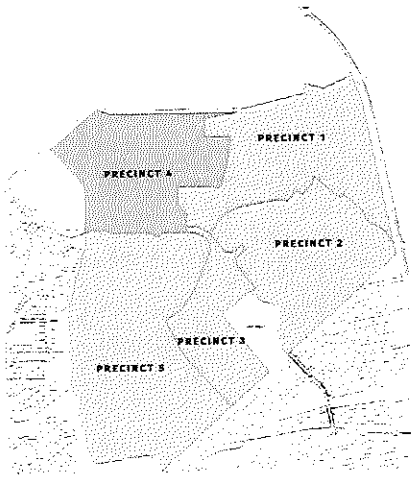
PRECINCT 4						
Portion 29	24.1208 ha	Subdivisional Area Overlay Zone	-	1006	42 units/ha	Ground +2 (3 levels)
Portion 30	2.2737 ha	Open Space Zone 3	Private Open Space			-
Portion 31	1.7580 ha	Transport Zoning 2	Public Road			-

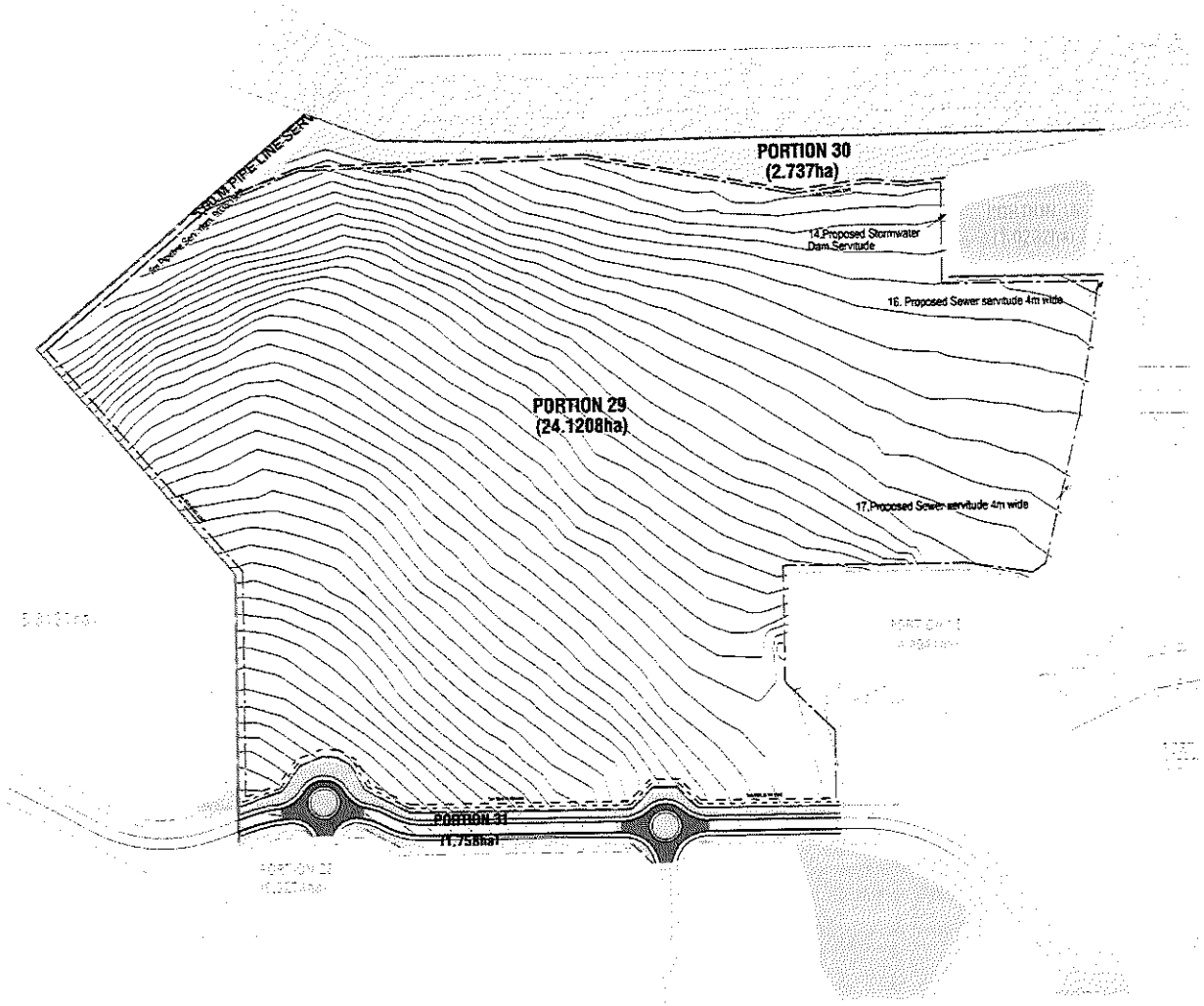




PRECINCT 4 - DEVELOPMENT CONTROLS

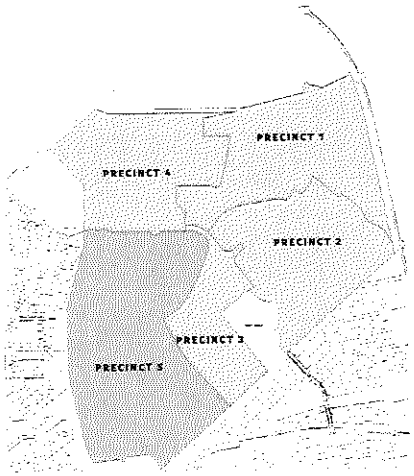
Property lines	
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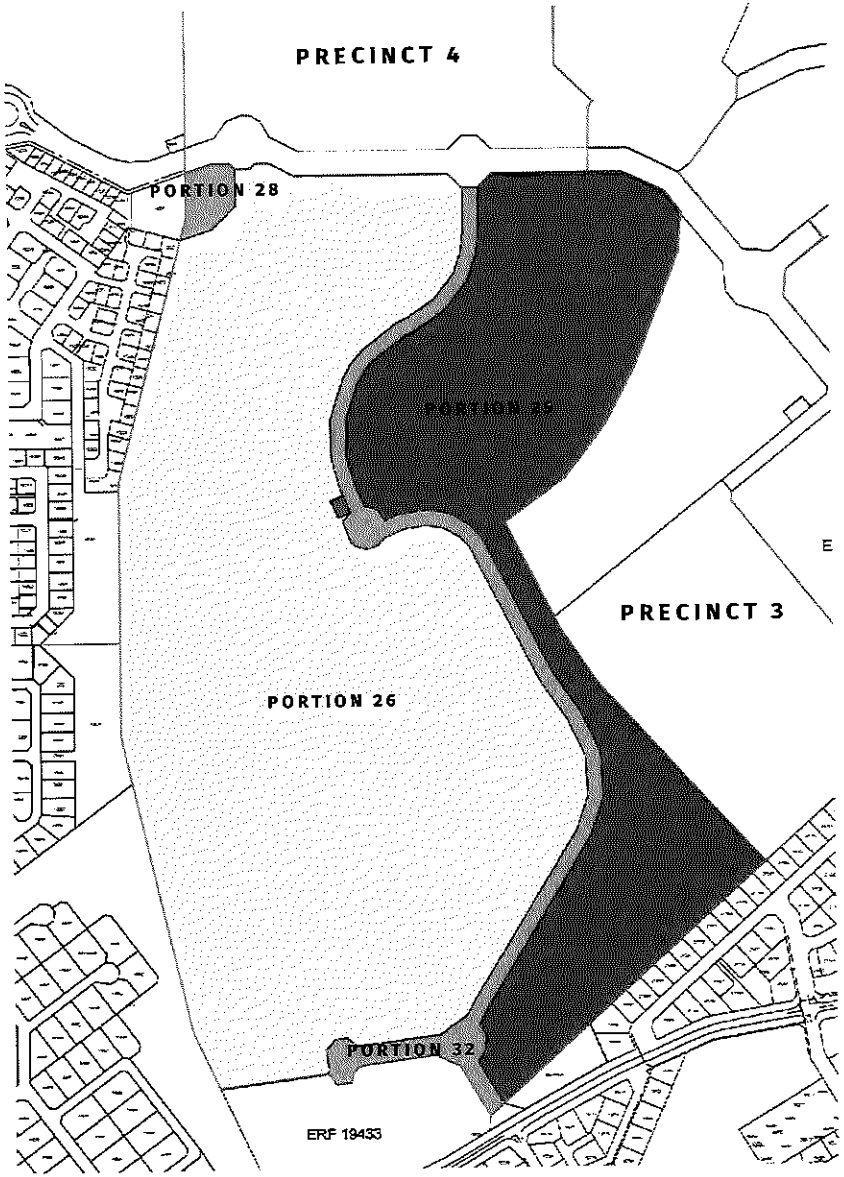




PRECINCT 5 - ZONING & DEVELOPMENT DATA

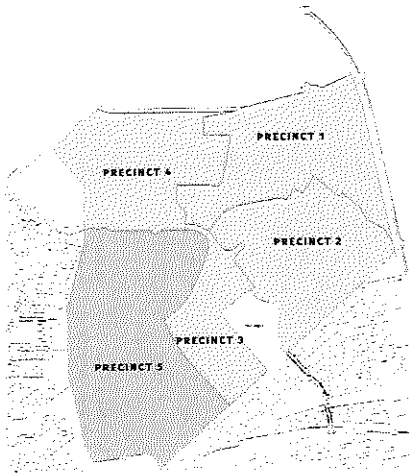
PRECINCT 5						
Portion 25	13.4071 ha	Open Space Zone 3	Private Open Space			-
Portion 26	30.6865 ha	Subdivisional Area Overlay Zone	-	929	30 units/ha	Ground +1 (2 levels)
Portion 27	0.0280 ha	Utility Zoning	Utility			-
Portion 28	0.3274 ha	Community Zone 1	Place of Worship			-
Portion 32	2.4910 ha	Transport Zoning 2	Public Road			-

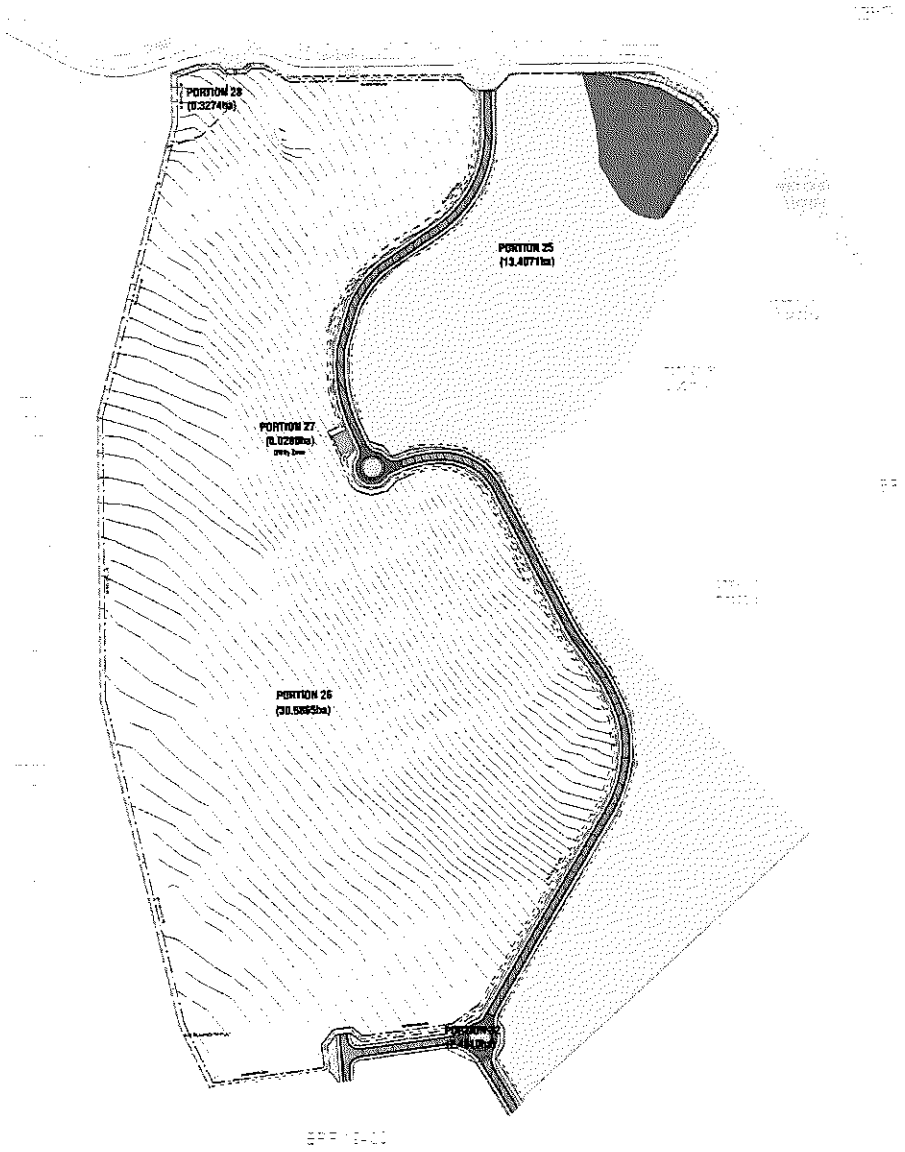




PRECINCT 5 - DEVELOPMENT CONTROLS

Property lines	
Line of No-Access	
Building line	
Build-to Line	
Electrical Servitude	
Private Open Space	





A. DESIGN CONTROL AND DEVELOPMENT GUIDELINES

The guidelines contained herein introduce developers to GPE to provide principals of design standards and related information.

This document aims to assist with the preparation of development documentation by setting specific guidelines and requirements. The purpose of this guideline is to provide assurance that the overall development tone will be maintained to the ultimate benefit of all land owners and investors. It is considered fundamental that conformity with this development control manual will lead to improved property investments within the GPE.

The GPE development has been created with the focus of a unique development within a maintained, safe and secure environment. All land owners within the GPE development will automatically become members of the MOA.

The following design and development framework is set for the Estate's services and related installations:

SECURITY

Security will be provided to the GPE at an appropriate level as determined from time to time and implemented by the MOA. A phased approach will be followed based on the rate of development of the various portions and precincts. Securing the boundary of each property or land portion remains an option to the relevant property developer of each portion. All measures to comply with the standards as set out in this guideline document.

ACCESS CONTROL

Vehicular and pedestrian access to GPE will not be controlled as the estate is serviced via a public road network. The access point/s to each portion must be submitted and approved by the MDRC. All modifications to the roads, sidewalks and landscaping within the road reserve must be approved by the City of Cape Town and the MDRC.

CIVIL ENGINEERING DESIGN CONTROLS AND DEVELOPMENT GUIDELINES

- The developer/ land owner of each portion will be responsible for the payment of the development contributions for the bulk civil engineers services, as determined annually by Council (City of Cape Town Municipality).
- The developer/ land owner of each portion at his own cost will provide all internal Civil Engineering services required to the satisfaction of Council and comply with all conditions stated or required by Council.
- All services shall comply with the minimum standards set out by council.
- Applications for "wayleaves" and any service connections for construction must be submitted to the relevant Council departments prior to commencement with construction.
- It is the responsibility of the developer/ land owner of each portion and his consultants to ensure that, if any of the actions or infrastructure provision requires further approvals or authorisation from any other organ of state, such authorisation must be obtained by the relevant developer and the MPOA must be notified.
- It is the responsibility of the developer/ land owner of each portion and his civil engineers to verify as-built information provided in good faith by the council and/or any third party.

Roads

- The maintenance of all infrastructure within the Public Road Reserves is the responsibility of the City of Cape Town.
- The landscaping within the public road reserves will be provided and maintained by the MOA.

Stormwater

- The MOA will be responsible for the maintenance of all stormwater infrastructure within the private open spaces as detailed in precinct plans. The City of Cape Town will be responsible for the integrity and replacement of the culverts within the road reserve, but the cleaning thereof is the responsibility of the MOA.

ELECTRICITY

Electrical capacity has been provided in accordance with the land use and rezoning approval by CoCT. Each developer of an individual portion as shown on the subdivision plan is responsible to submit an application to the City of Cape Town Municipality for an electrical connection. The land owner or developer of each portion will be responsible for the deposit and connection fee as well as the cost of the meter.

Portions developed as private and/or gated communities:

- Land owners of portions with private/gated residential developments (with private services) must provide for a separate erf (size 6m x 4m) in the layout/ SDP, to be adjacent to a public road reserve, to be transferred and registered in the name of the City of Cape Town without any form of compensation for land to the developer.
- Enclosing of the 6m x 4m bulk metering sites is compulsory and should be done to the satisfaction and approval of the MDRC and City of Cape Town Municipality (CoCT).
- Where the cost of the Outdoor Bulk Metering Unit (OBMU) has been pre-paid to the CoCT by Multidirect Investments 41 (Pty) Ltd (Multidirect); the relevant developer will refund Multidirect.
- The internal network will be privately maintained and managed by the land owner.

Portions developed with public roads and services:
Portions developed with public roads and services (handed over to CoCT) must obtain design approval from the City of Cape Town municipality and upon construction completion is to be handed over to the municipality as Council's infrastructure.

Site Lighting Installations:
Any site lighting or related (eg. Illuminated signage) will be subject to scrutiny and approval by the master design review committee (MDRC).

Alternative energies:
Alternative energy recourses must be compliant with all statutory regulations as amended from time to time. Aesthetics to be submitted for approval to the MDRC.

TELECOMMUNICATIONS

Sleeves for telecommunication cables will be provided throughout the township. Each land owner is responsible to submit an application to the relevant service provider for access to telecommunication services. No provision has been made for internal communications between erven. All telephone and electrical supply and reticulation are to be underground. No overhead or external surface wiring or cabling is allowed. Antennae, satellite dishes and other radio wave transmitting/receiving equipment must not protrude above the roofline and must be screened in a manner visually compatible with the building's design and materials.

SIGNAGE

The entrances to the GPE will be identifiable by appropriate signage located at the main access points and corner splays. Traffic signs are provided where required by the traffic authorities or the developer. Each land owner will provide his own property or building signage and will be subject to the MDRC approval. No land owner may place any sign, notice, billboard or advertisement of any kind whatsoever on any part of any property without the approval of the MDRC. The erection of any signage, signs and/or boards (i.e.: estate agents boards, advertising signs, pylons, contractor's boards etc.) is prohibited and subject to the MDRC approval.

Colour, texture and size must also be of a harmonious quality to blend and conform to the aesthetics of the Precinct. Signage indicating the identity of the occupants is encouraged. All such signage is subject to the approval by the MDRC. All directional signage is to be contained within each erf's boundaries.

BUILDING LINE

Building line restrictions for each erf must be adhered to in terms of the by-laws laid down by the local authority and described in further detail for each precinct in the guidelines, precinct plans and control document. Any relaxation of building lines need to be approved by the MDRC prior to obtaining approval from local authorities.

SERVICES

All services connections, including all electrical and telephone connections and installations of wires to buildings are to be underground from the nearest available source, but subject to the restriction that no road cutting/crossing is permitted. Transformers, electric, gas or other meters of any type or any other apparatus will be placed at ground level or within the building being served.

When placed at ground level, the equipment must be adequately screened. The design of storm water drainage for each development must be clearly indicated on the site plan for approval by the MDRC.

Connections to be into the piped drainage system in the road reserve. Refuse facilities are to be placed and screened with minimum 2.1m high walls and solid gates so as not to be visible from any street or to impact on adjoining developments.

B. ENERGY EFFICIENCY & GREEN BUILDING DESIGN

While this document is not an exhaustive list of best energy efficiency practices, a land owner and their professional energy advisors will be expected to enhance levels of energy efficiency and electricity conservation where ever it is practical and prudent to do so. Detail proposals to be submitted to the MDRC as part of each user's application.

Being a general set of requirements, not all the criteria will be applicable to every consumer – consumers must therefore select and comply only with those criteria that are reasonably applicable to their specific installation. Each building contractor must comply with the approved Environmental Management Programme (EMP) and must appoint an independent Environmental Control Officer (ECO) to monitor construction activities. Site visits by the ECO must be conducted on a bi-weekly basis for the duration of construction.

Buildings are to consider and include all possive solar design strategies such as: correct solar orientation, narrow building depths so as to promote natural cross ventilation, thermal mass and insulation. The application of suitable shading strategies, such as roof overhangs, louvers and temporary/operable shading-materials are encouraged. This is especially applicable to west-facing facades and is subject to approval by MDRC.

Energy supply methods such as solar power generation or fuel power generation through generators are to be considered in the design. These on site power plants are to be strategically hidden from view.

LIGHTING

- No incandescent or other inefficient lighting technologies may be used.
- Automatic lighting control systems with relevant occupancy sensors to be deployed in low traffic building areas such as stairwells, store areas and underground parking areas.
- Non occupied spaces lighting to be switched off.
- Use daylight whenever possible in lieu of artificial light.
- External lighting for pathways, pedestrian areas etc. to deploy renewable solar lighting.
- Electrical appliances to be SABS approved and energy efficient.

HVAC

- Employ only high efficiency heating, ventilation and air conditioning (HVAC) systems like centralized chilled water or variable refrigerant volume.
- The installation of a Building Management System is recommended in all buildings bigger than 5 000m^2.
- Ensure new HVAC plant has regular maintenance and service contracts in place with professional service companies.
- All HVAC refrigerants to comply with the Montreal protocol, no R22 systems are allowed.
- Zero Ozone Depleting refrigerant should be used.
- The natural stack ventilation should be encouraged to accumulate in a non-habitable space and to be purged.

WATER-HEATING

- Employ solar water heating and heat pump technologies where possible.
- Insulate hot water pipes and hot water storage tanks.
- Properly functioning thermostatic controls are a core feature of all hot water systems and must be properly maintained.
- Thermostats must be set at the most efficient level.

HIGH PERFORMANCE GLASS

- High performance glass to all east and west facing windows is recommended. The use of sunscreens are discouraged.

INFRASTRUCTURE

- Use appropriate electrical conductor size on new installations to reduce distribution losses.
- Off peak electricity control technology & power factor correction equipment to be utilised on buildings bigger than 5 000 m^2.
- Employ a load management system to interrupt non-essential load when possible.
- Design the electrical installation to ensure that non-essential loads are grouped on the same circuits.
- Avoid the use of electricity in any thermal process application, unless only possible with an electrical technologies.
- Optimize process to ensure maximum efficiency, benchmark against best practices.
- Renewable energy may be used alone or in combination with electricity top up for various end user applications.

ENVIRONMENTAL PROTECTION

- No chlorofluorocarbon (CFC) refrigerants are to be used.
- Refrigerant leak detection and recovery systems to be implemented on all refrigeration plant.
- Insulates are not to make use of any Ozone Depleting substances in either manufacturing or composition
- Blackwater treatment plan to be submitted to the MDRC
- Asbestos cement products, radioactive building materials or any other building material, which could pose a potential health hazard, are not to be used in the construction of buildings.
- All water/waste treatment systems should be submerged or hidden from view. Chemicals treating waste should be non-toxic and non-invasive to the environment.

WASTE

- Every portion should participate in the separation, recycling and re-use of all other waste items to minimize the impact of the development on the natural environment.
- Refuse areas should be kept in hygienic and dry conditions. For the purpose of having the refuse collected, the receptacle will be placed within the agreed refuse yard and when the refuse has been collected, the receptacle is to be promptly returned to the area referred to above.
- Each contractor must implement a comprehensive project specific Waste Management Plan (WMP). The reuse or recycling of construction waste is encouraged.
- Building occupants and land owners are responsible for providing a suitable refuse area and must be responsible for arranging the removal of refuse.

C. ARCHITECTURAL DESIGN

- All new developments are to be of a high quality, contemporary architectural design, that responds to the context of the development and the established character and quality of Groot Phesantekrool Estate.
- Architectural design and building detail are to be used to provide strong articulation of buildings and reduction in building bulk. This is to include variation in building façade / massing and the use of architectural features to punctuate buildings. Variety in materials, colours, textures and other detailing should also be used to create fine grain detail and create visual interest.
- All buildings must address adjacent streets, utilising major windows, shop fronts, balconies, pedestrian entrances, canopies and other similar elements to enrich and activate the streetscape.
- All buildings are to be designed in a manner that maximises solar access and passive ventilation and minimises overshadowing of adjacent buildings.

MATERIALS AND FINISHES

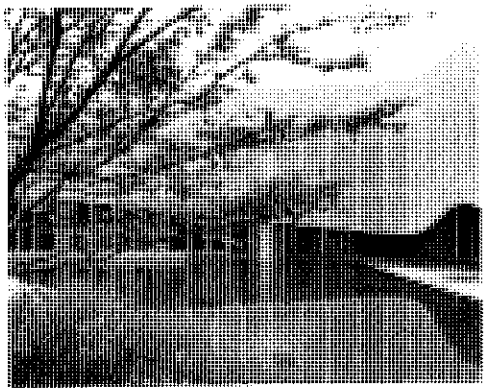
- All developments are to include a variety of high quality, durable materials and finishes, that produces a quality building finish with detail and visual interest. Durable materials or finishes are to be used on all building exteriors.
- Blank external walls are not permitted; all external walls are to include articulation, visual detailing and quality finishes.
- Buildings are to incorporate a mix of external materials; where a large area of single material is proposed, it is to be broken down into smaller elements.
- A schedule of proposed colours and materials is to be provided to the MDRC as part of any development application.

The following architectural precedents and material palate introduce the tone, style or language of the built form envisaged for GPE. These are in no means the only allowed aesthetics, but a suggestion of a contemporary design using a rich mixture of durable materials.

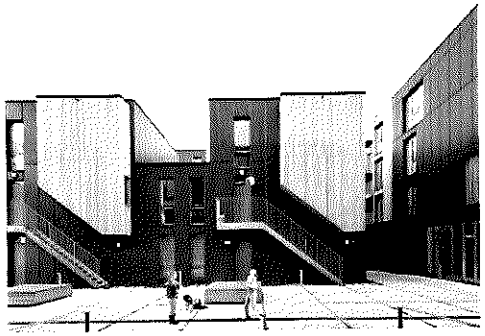
Temporary shade clothed diamond mesh fencing must be erected during construction with access control to each individual site that is under construction. All temporary shade cloth to be black.







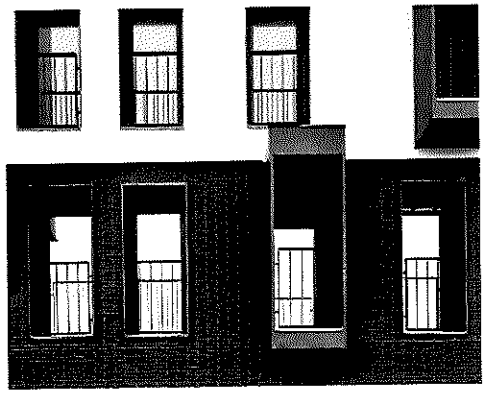






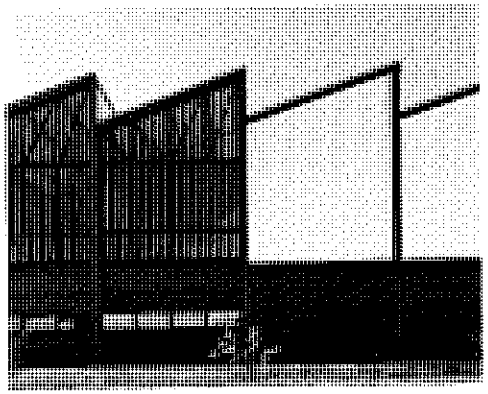


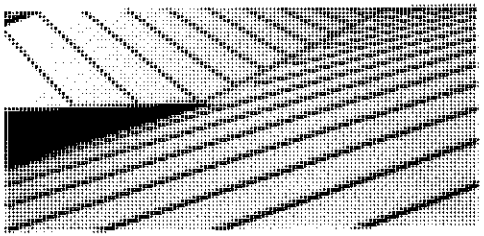


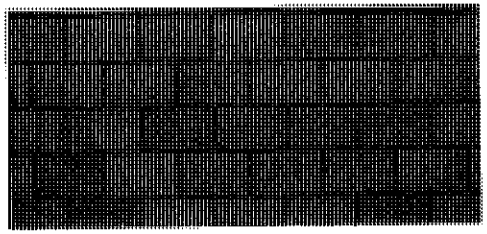


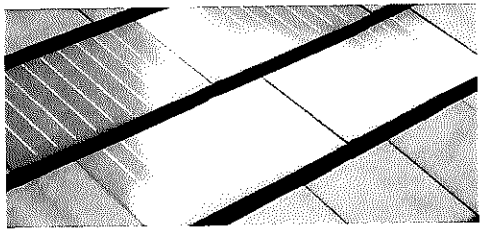


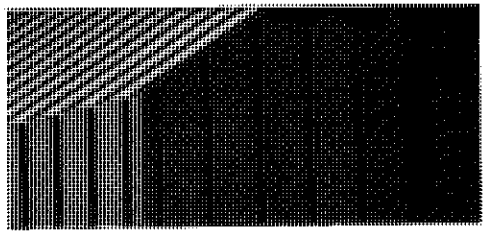


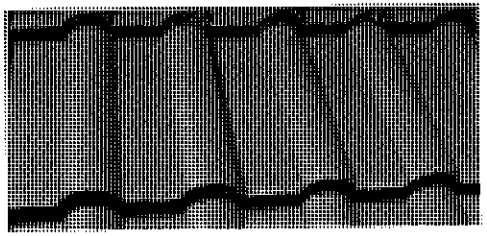


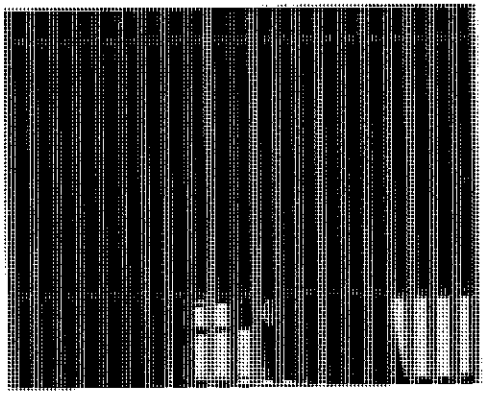


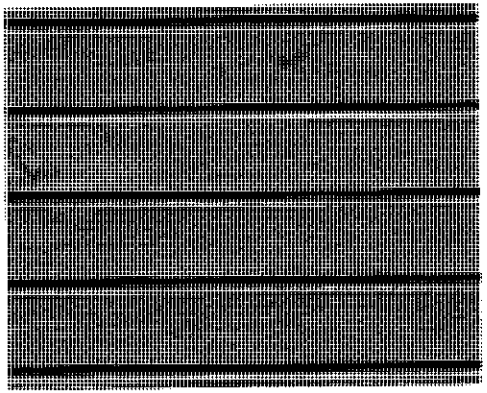


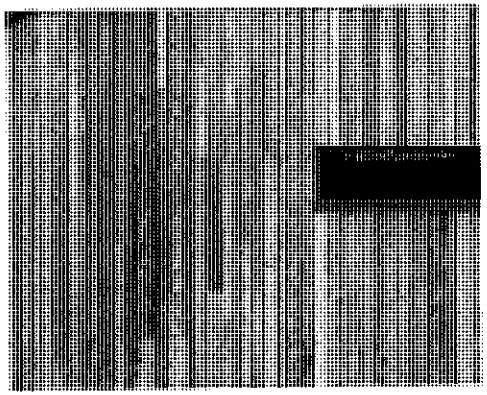


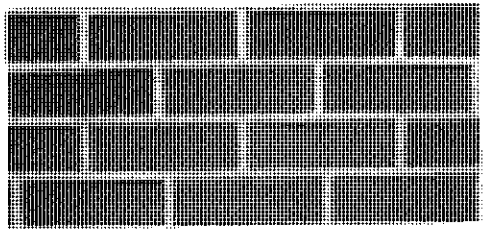


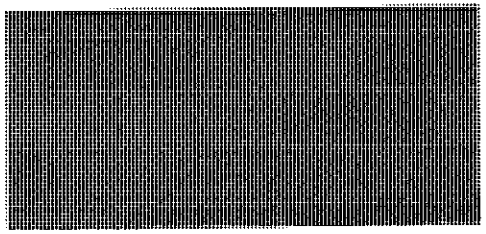


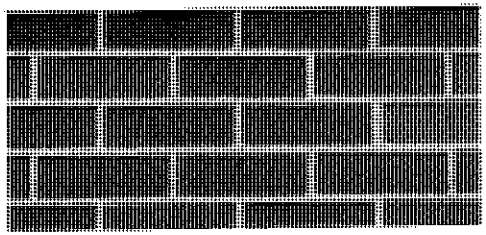


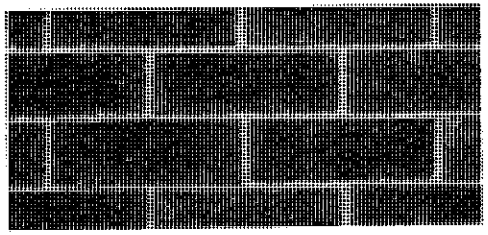


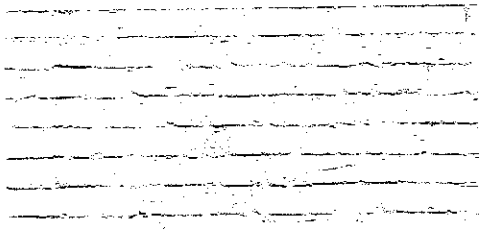


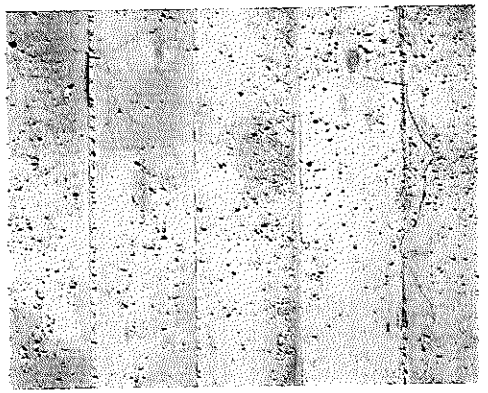


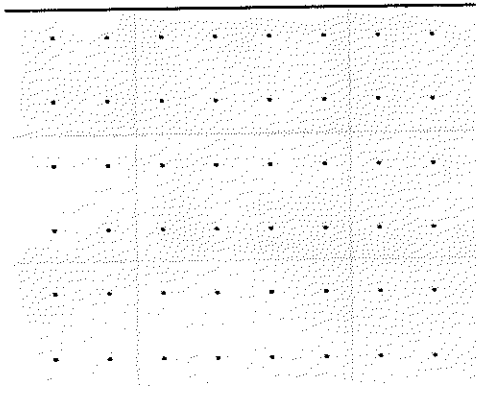


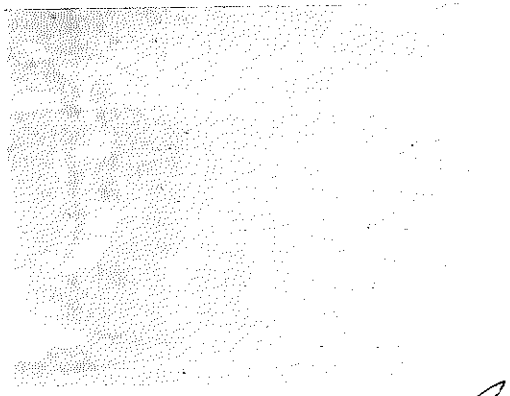


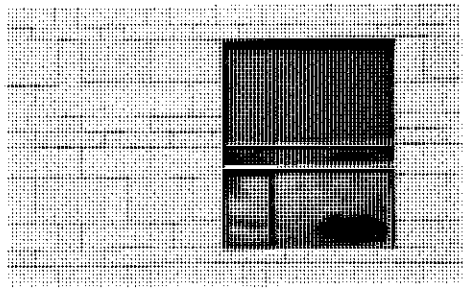


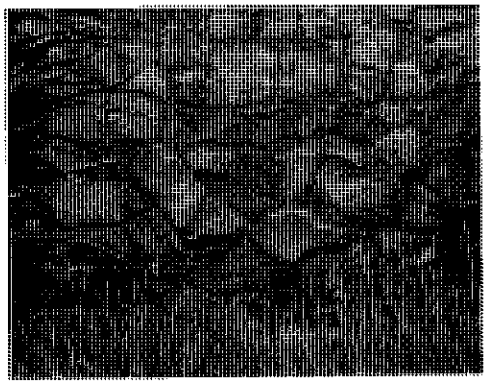


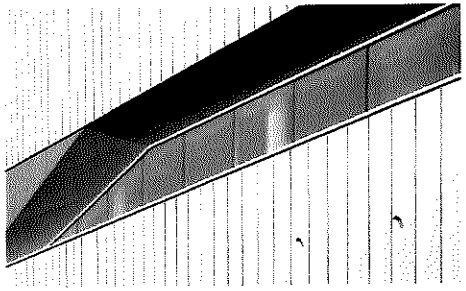


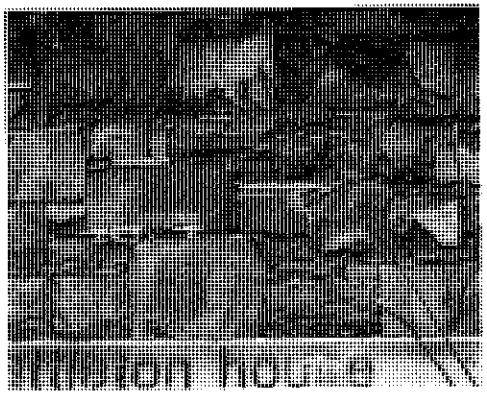


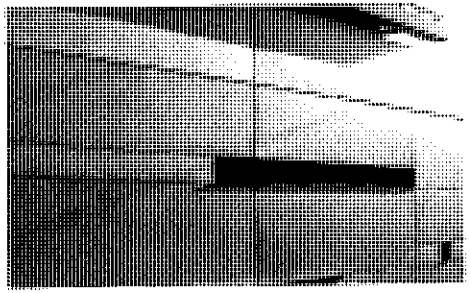


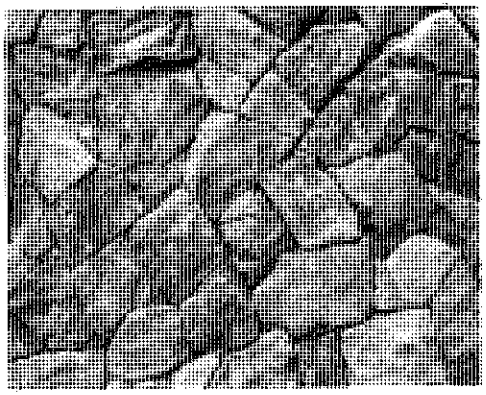


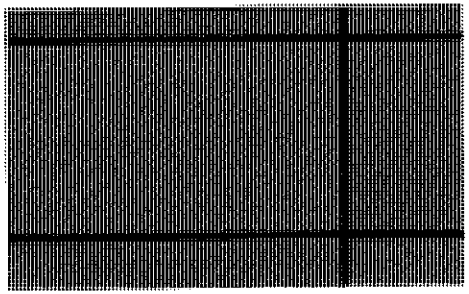


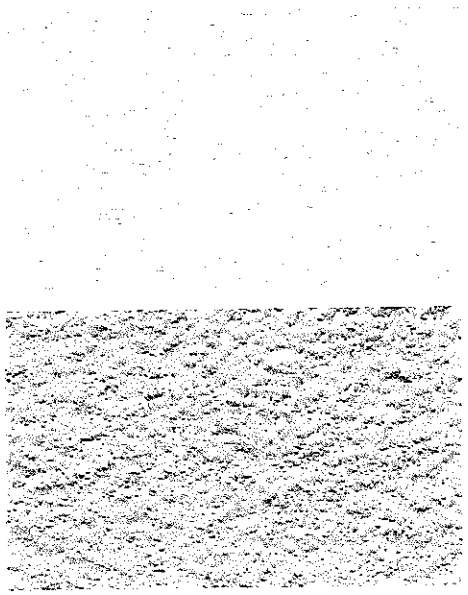


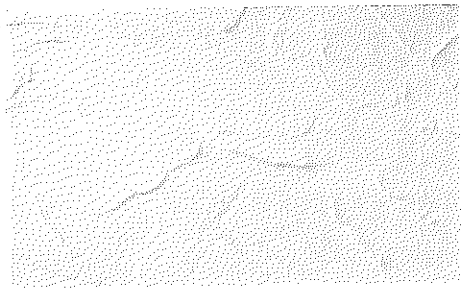


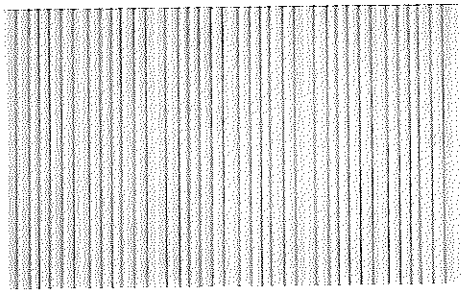


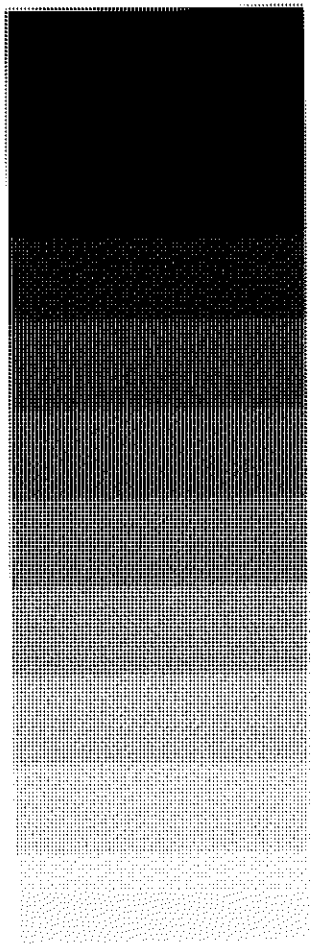












D. LANDSCAPE DESIGN CONTROL AND DEVELOPMENT GUIDELINES

All land owners of Groot Phesantekraal Estate will be required to adhere to the general landscape guidelines as stipulated in this clause and elsewhere in this Guideline. The Landscape Design Guidelines must be seen as one, and items referred to in one section/clause are not necessarily repeated in other sections/clauses. A provision of any section or part of this guideline shall be binding even though it may not be repeated in other parts of the sections/clauses.
The integrity of the spaces can only be achieved through the successful integration of the landscape and the architectural components.

Landscape Guidelines are of essential importance as it guides the developer and land owners regarding the required aesthetic and environmental character of this eco-friendly development. In the some respect these guidelines act as a regulatory document for the MOA and the MDRC to ensure that the desired landscape quality and character are maintained. The development's landscaping code is defined as a design with nature approach with specific attention to rehabilitation and conservation, as well as
design, which is responsive to the natural environment therefore conserving as much of the natural landscape. The primary goal of the landscape design of each property shall be to blend with its overall setting.

Landscape proposals shall incorporate, rehabilitate and enhance existing vegetation. Consideration should be given in the design to aesthetic and functional aspects of planting (screening, space definition, erosion control, glare reduction, dust control, continuity, shading, and aesthetics).

The objective of these guidelines is to describe a method whereby the design and rehabilitation of private and public open spaces will enhance the development of the outdoor environment. The landscape design guidelines establish minimum landscape standards that are applicable to all owners within the development and are required for the preservation, conservation, rehabilitation and enhancement of the natural and historic character of the site in order to unify the area in terms of vegetation, materials, and design features The specific landscape character of the development site is a combination of fynbos rehabilitation and riverine areas. The proposed landscape character will flow through the development, incorporating a distinctive selection of indigenous planting material into the personalized signature of the development.

In order to ensure that the natural landscape is taken into account, it is recommended that all land owners, developers and occupants apply the following guidelines;

- Simplicity of design to evoke a personalized theme which unifies the aesthetic character of the development;
- To follow the design language, namely design lines and elements, similar plant material, hard landscaping and sculptural elements, to achieve unity;
- To recognize the functional qualities of planting, namely ornamental, screening, shading, rehabilitation, space definition.
- To incorporate ecologically sound principles in the design i.e.:
  - » The plant palette will incorporate structural plants which can be used in feature vegetation pockets created along the edges of the parks.
  - » These vegetation choice should predominantly be indigenous species but should not be limited to indigenous species as some exotics may serve some micro climate environments better.
  - » Vegetation choice from planting palette should also celebrate the seasonal change encouraging colour, texture and vibrancy year round.
- Utilisation of natural and locally sourced materials
- Hard landscaping and site elements to have unity through the use of materials
- To minimise maintenance.
- Harmonious interaction between the built and natural environment is essential
- Terrace block retaining structures are to be planted using indigenous creeping groundcovers to minimise hard vertical surfaces. Drainage behind the retaining walls are to be included to maintain stable retaining.
- The street reserve may have bioswales or biofilters, which comprise swaled drainage courses with wetland vegetation to slow down water flow and to treat the surface runoff water, by removing silt and pollution before releasing it into a watershed or storm sewer. The occupier of each erf must maintain the road reserve area as prescribed above at his own cost.
- Erven alongside riverine, dams and wetland areas:
  - » All riverine areas are to be protected, rehabilitated and enhanced – with selected indigenous plants being introduced and extended into the development;
  - » These areas are to be planted only with indigenous and preferably endemic species;
  - » Veldgrass will contribute to the conservation and rehabilitation of natural habitats and will enhance the natural feel of the site, while decreasing the maintenance of an area;
  - » All low-lying areas and surrounding banks shall be protected against erosion and left to establish with minimal interference;
  - » Trees must be planted on riverine and dam edges
- All work shall be monitored, to ensure enhancement of natural areas, and achievement of Environmental Management Plan (EMP) requirements.
- All threatened species must be protected during construction where applicable.
- Topsoil must be separated and protected during construction, Stored topsoil will be free of deleterious matter such as large roots, stones, refuse, stiff or heavy clay and noxious weeds which would adversely affect its suitability for planting; and
- Topsoil stockpiles are not to exceed 2 (two) meters in height. Topsoil, which is to be stockpiled for periods exceeding 28 days, must be treated with mulch, roughened and seeded with an approved grass mixture or ground cover specified by the specialist. The mulch cover must be kept free of alien vegetation/seeds.
- Topsoil to be spread over the impacted area to a minimum depth of 100mm after construction to reinstate the soil for landscape works.
- All proposed site furniture / elements are to integrate within the overall landscape design theme and character of the development. Vegetation of erven directly adjacent to the ridges and riverines, as well as other open spaces must be indigenous, and specifically endemic to the area.
- The selection criteria should include the following:
  - » Indigenous, in order to ensure biodiversity and a sustainable design
  - » Plants are to be hardy to the onsite soil and climatic conditions and be disease-resistant.
  - » They should require limited maintenance.
  - » To provide shade and general climate control and screening where necessary
  - » Create seasonal interest, i.e.
  - » Autumn colours, flowers
  - » Attract birds and insects
- The size and scale of materials should not conflict with the area into which they are planted. For example – trees should not be used where space is limited & Planting should be used to reduce problems caused by excessive glare from offices and cars
- Predominantly deciduous trees are to be used on the northern faces of buildings to provide shading in summer and to allow warming solar radiation in winter
- Good visual interest is to be maintained throughout the year, this can be achieved by introducing a limited proportion of deciduous material, which reflects the seasons. Plant material should however be dominated by evergreen materials to ensure a good all year round appearance.
- Planting is to be positioned in a manner that avoids interference with sight lines, signage and does in no way interfere with pedestrian or vehicular circulation
- Low maintenance and water wise planting should be taken into account when making plant selections
- Succulents and aloes are water-wise and hardy and flourish in dry regions, with little encouragement they will produce a spectacular show of colour
- Adapting planting to local climatic conditions promotes exuberant growth and continuous flowering
- Existing trees must be preserved as far as possible and may not be removed without the approval of the appointed landscape architect.
- An indigenous tree selection with different textures and bark colours is advised to unify the natural theme throughout the township development, but still creating a defined character for each building. Establishment of exotic species will not be permitted.
- Shrubs are mainly used for low-level screening and to create interest of form, texture, foliage, flowers, and fruits. Groundcovers are used in the landscape for erosion control, soil retention, maintenance reduction, and to naturalise foregrounds.
- No Kikuyu to be planted in close proximity to the ridge or riverine, dam or wetland areas.
- Alien invader vegetation species that are banned by law shouldn't be planted in the garden.

PEST CONTROL

Do not use chemicals indiscriminately. Biological control should be relied upon as much as possible. Fully indigenous gardens should never require the use of chemicals to control insect populations.

In general, the use of pesticides and herbicides are strictly forbidden on the GPE and will be subject to use by prior arrangement and written approval by the MOA. In such instances compliance is to be in accordance with the National Health and Safety
Act which encompasses, amongst others, storage and application, recordal of activities etc. The MOA, however reserves all rights unto itself and the land owner/s shall have no recourse for possible damages suffered as a result of refusal by the MOA not to grant permission to use pesticides and herbicides.

ALIEN INVASIVE SPECIES

Alien invasive species should be continuously monitored and eradicated post-construction in order to promote biodiversity in the area and limit the distribution of alien invasive species.

IRRIGATION

Each portion will conditionally at a ratio determined by the MOA receive irrigation water from the MOA total extraction rights. The water extraction rights will remain with MOA. The MOA reserves unto itself all rights to re-allocate irrigation water in times of drought and for any other reason whatsoever to prioritize the distribution of irrigation water as it deems fit. Portion owners shall have no recourse for possible damages suffered in the event of irrigation water cut backs for any reason whatsoever. The allocated irrigation water to each portion (which may change from time to time) will be managed by the MOA by way of an Irrigation Water Management Plan. The allocated irrigation water will be delivered to each individual portion by means of a Back Bone Pipe System from where a connection point as determined by the MOA will be given at each portion complete with water meter. The owner will not be permitted to irrigate the landscape installation directly from the Estate Irrigate Back Bone Pipe System.

The pressure of irrigation water as delivered, will vary from time to time and there are thus no guarantees as to the quantum, quality and delivery thereof.

The allocated irrigation water to each portion will be pumped from the Back Bone Pipe System into a purpose built irrigation storage reservoir, constructed by the Portion owner on the building platform at his own expense to aesthetically match architectural structure and materials in all aspects (no corrugated iron structures or JoJo tanks will be permitted). The maximum height of the reservoir will be no higher than 1200 mm above the surrounding finol soil/paving levels. The storage reservoir may be left open on top but all safety precautions as per the requirements of National and Regional building Regulations are to be adhered to and maintained. The capacity of the storage reservoir will be as per the requirements as determined by the portion owner.

Irrigation water storage reservoirs may not be used for leisure activities. Portion owners must when designing their landscape installation take into consideration all eventualities insofar as the conditional allocation of irrigation water is concerned. The MOA takes no responsivity whatsoever in the event of damages suffered by portion owners due to the lack of or re-allocation of irrigation water.

DUMPING

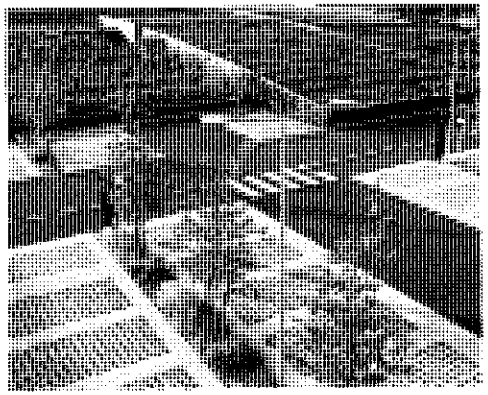
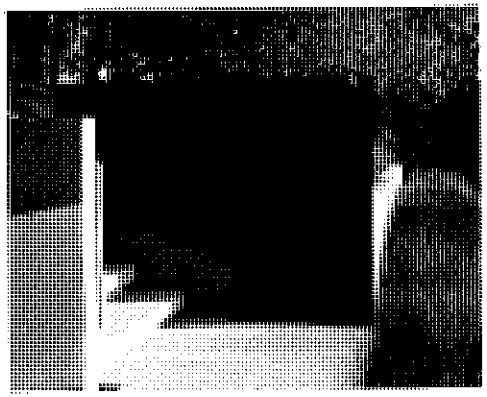
A land owner will not deposit, throw or dump or permit to be deposited, thrown or dumped, on MOA property any rubbish, fill material or soil, dirt or any other litter whatsoever. An occupier of any property will not deposit, throw or dump or permit to be deposited thrown or dumped, on any other property in the estate any rubbish, dirt ony other litter whatsoever, fill material or soil.

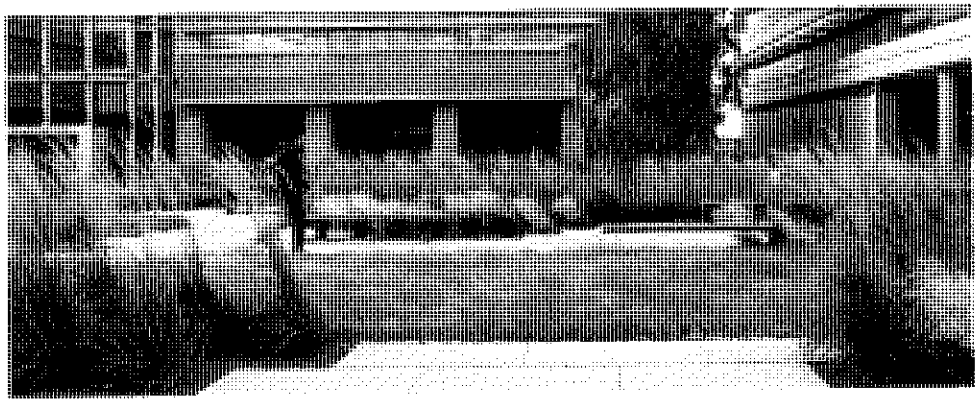
PROPERTY AMENDMENTS

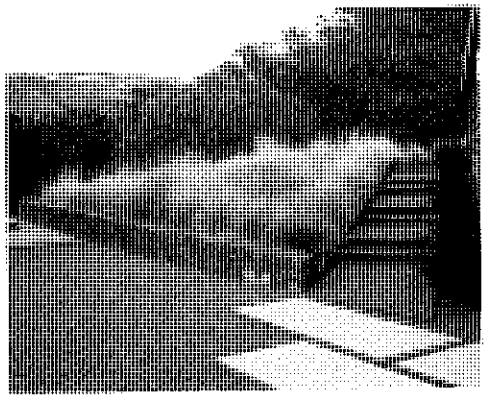
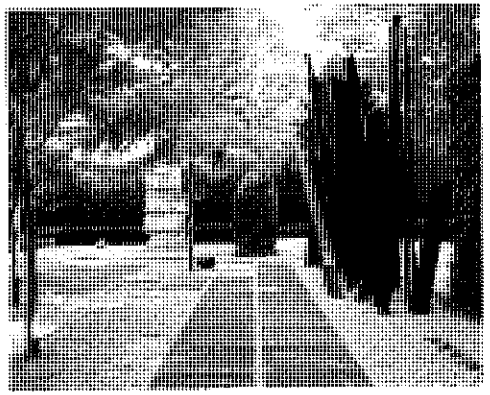
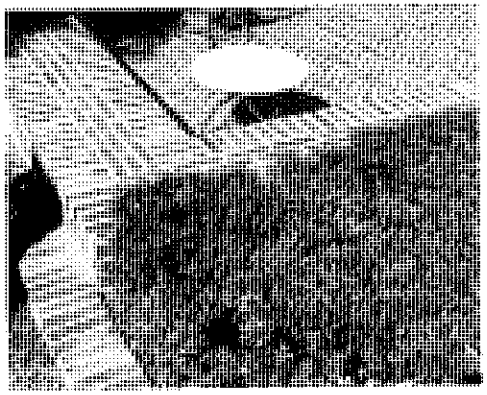
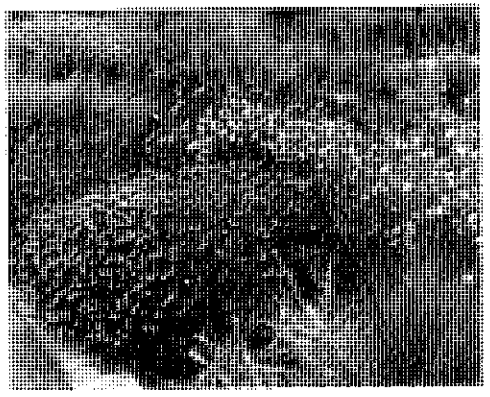
The owner, occupier, lessor, or visitor of property will not place or do anything on any port of the association property that, at the discretion of the MDRC, is aesthetically displeasing or undesirable. An occupier, tenant or visitor of any property will not damage, or alter, any part of the association property and should advise the MDRC immediately upon such an event occurring. No occupier will park or stand any vehicle on the MOA property, or permit or allow any vehicle to be parked or stored on the MOA property or road reserve area which property includes roads, sidewalks and pavements.

TEMPORARY STRUCTURES

Temporary structures other than for construction related activities are not permitted. Temporary construction structures are not permitted in highly visible areas and must be removed immediately upon the completion of the permanent facility.



PLANT PALETTE

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

CATEGORY A: CONTROLLED LANDSCAPE ZONES: ROADS, CIRCLES AND FORMAL PARKS

A1. TREES

A1.1 AFROCARPUS FALCATUS (40L - 132 off)
A1.2 COMBRETUM ERYTHROPHYLLUM (40L - 166 off)
A1.3 CELTIS AFRICANA (40L - 150 off)
A1.4 EKEBERGIA CAPENSIS (40L - 42 off)
A1.5 ERYTHRINA LYSISTEMON (100L - 31 off)

A2. PLANTING

A2.1 AGAPANTHUS PRAECOX AFRICANUS
A2.2 ANTHOSPERMUM AETHIOPICUM
A2.3 APTENIA CORDIFOLIA
A2.4 BUDDLEJA SALIGNA
A2.5 BUDDLEJA SALVIFOLIA
A2.6 BULBINE FRUTESCENS
A2.7 CARPOBROTUS EDULIS
A2.8 CASSINOPSIS ILICIFOLIA
A2.9 CHASMANTHE FLORIBUNDA
A2.10 CHONDROPETALUM TECTORUM
A2.11 CHRYSANTHEMOIDES MONILIFERA
A2.12 CYPERUS TEXTILIS
A2.13 CYANELLA HYACINTHOIDES
A2.14 DIOSPYROS SP.
A2.15 DIETES GRANDIFLORA
A2.16 DIETES BICOLOR
A2.17 DIMORPHOTHECA PLUVIALIS
A2.18 ERIOCEPHALUS AFRICANUS
A2.19 EURYOPS THUNBERGII
A2.20 ELIOCHARIS LIMOSA
A2.21 FREYLINIA LANCEOLATE
A2.22 GERANIUM INCANUM
A2.23 GLADIOLUS SP.
A2.24 GREWIA OCCIDENTALIS
A2.25 HELICHRYSUM PATULUM
A2.26 ISCHYROLEPIS CAPENSIS
A2.27 JUNCUS EFFUSES
A2.28 KNIPHOFIA PRAECOX
A2.29 LOBOSTEMON FRUTICOSUS
A2.30 LEUCOSPERMUM CORDIFOLIUM
A2.31 OXALIS PURPUREA
A2.32 PELARGONIUM SP.
A2.33 PLECTRANTHUS FRUTICOSUS
A2.34 PLUMBAGO AURICULATE
A2.35 POLYGALA VIRGATE
A2.36 PENNISETUM MACROURUM
A2.37 STOEBE PLUMOSE
A2.38 SEARSIA ANGUSTIFOLIA
A2.39 SEARSIA INCISA
A2.40 TECOMA CAPENSIS
A2.41 URSINIA SP
A2.42 WACHENDORFIA THYRSIFLORA
A2.43 WATSONIA PILLANSII
A2.44 ZANTEDESCHIA AETHIOPICA
A2.45 CYNOCON DACTYLON

CATEGORY B: PARKS AND CONSERVATION CORRIDORS: RENOSTERVELD & RIPERIAN ZONES/WETLANDS

B1. TREES

B1.1 CALODENDRUM CAPENSE
B1.2 CELTIS AFRICANA
B1.3 COMBRETUM ERYTHROPHYLLUM
B1.4 EKEBERGIA CAPENSIS
B1.5 ERYTHRINA LYSISTEMON
B1.6 HARPEPHYLLUM CAFFRUM
B1.7 ILEX MITES
B1.8 KIGGELARIA AFRICANA
B1.9 NUXIA FLORIBUNDA
B1.10 OLEA EUROPAEA SUBSP AFRICANA
B1.11 PODOCARPUS FALCATUS
B1.12 PROTEA REPENS
B1.13 SYZIGIUM CORDATUM
B1.14 SYZIGIUM GUINEENSE
B1.15 SALIX MUCRONATA

B2. POCKET PLANTING: CONSERVATION CORRIDORS

B2.1 ARISTEA AFRICANA
B2.2 ATHANASIA TRIFURCATE
B2.3 CHRYSANTHEMOIDES MONILIFERA
B2.4 CYNODON DACTYLON
B2.5 DROSANTHEMUM ASPERULUM
B2.6 EHRHARTA CALYCINA
B2.7 ERAGROSTIS CURVULA
B2.8 ERAGROSTIS TEF
B2.9 ELEGIA TECTORUM
B2.10 ELYTROPAPPUS RHINOCEROTIS
B2.11 ERIOCEPHALUS AFRICANUS
B2.12 EURYOPS THUNBERGII
B2.13 HELICHRYSUM CYMOSUM
B2.14 HYPARRHENIA HIRTA
B2.15 LAMPRANTHUS ELEGANS
B2.16 LAMPRANTHUS FILICAULIS
B2.17 OLEA EUROPAEA SUBSP AFRICANA
B2.18 RUSCIA PAUCIFLORA
B2.19 SEARSIA ANGUSTIFOLIA
B2.20 SEARSIA INCISA
B2.21 STOEBE PLUMOSE
B2.22 WATSONIA MARGINATA

B3. RENOSTERVELD REHABILITATION PLANTING

B3.1 ASPARAGUS CAPENSIS
B3.2 ALOE PERFOLIATA
B3.3 ATHANASIA TRIFURCATA
B3.4 ATHANASIA ACANTHOPHYLLA
B3.5 BERKHEYA RIGIDA
B3.6 CHASMANTHE AETHIOPICA
B3.7 DROSANTHEMUM ASPERULUM
B3.8 EHRHARTA CALYCINA
B3.9 ERAGROSTIS CURVULA
B3.10 ERIOCEPHALUS AFRICANUS
B3.11 ELYTROPAPPUS RHINOCEROTIS
B3.12 EURYOPS THUNBERGII
B3.13 GYMNOSPORIA BUXIFOLIA
B3.14 HELICHRYSUM CYMOSUM
B3.15 HYPARRHENIA HIRTA
B3.16 LAMPRANTHUS ELEGANS
B3.17 LAMPRANTHUS FILICAULUS
B3.18 OLEA EUROPAEA SUBSP AFRICANA
B3.19 OSTEOSPERMUM MONILIFERUM
B3.20 OTHOLOBIUM HIRTUM
B3.21 SALVIA CHAMALAEAGNEA
B3.22 SEARSIA ANGUSTIFOLIA
B3.23 SEARSIA INCISA
B3.24 STOEBE PLUMOSA
B3.25 TYLECODON GRANDIFLORAS

B4. RIPARIAN ZONES REHABILITATION PLANTING

B4.1 ARISTEA AFRICANA
B4.2 CHRYSANTHEMOIDES MONILIFERA
B4.3 CYPERUS TEXTILLIS
B4.4 ERIOCEPHALUS AFRICANUS
B4.5 ELEGIA CAPENSIS
B4.6 ELEGIA TECTORUM
B4.7 HELICHRYSUM CYMOSUM
B4.8 ISCHYROLEPIS CAPENSIS
B4.9 ISCHYROLEPIS SUBVERTICILLATA
B4.10 WATSONIA MARGINATA
B4.11 ZANTEDESCHIA AETHIOPICA

CATEGORY C: PRECINCTS PLANTING PALETTE

C1. TREES

C1.1 BOLUSANTHUS SPECIOSUS
C1.2 BUDDLEJA SALIGNA
C1.3 CASSINE PERAGUA
C1.4 CELTIS AFRICANA
C1.5 CALODENDRUM CAPENSE
C1.6 COMBRETUM ERYTHROPHYLLUM
C1.7 CUNONIA CAPENSIS
C1.8 DIOSPYROS WHYTEANA
C1.9 EKEBERGIA CAPENSIS
C1.10 ERYTHRINA LYSISTEMON
C1.11 HALLERIA LUCIDA
C1.12 HARPEPHYLLUM CAFFRUM
C1.13 HETEROPYXIS NATALENSIS
C1.14 ILEX MITES
C1.15 KIGGELARIA AFRICANA
C1.16 LEUCOSPERMUM CONOCARPODENDRON
C1.17 NUXIA FLORIBUNDA
C1.18 OLEA EUROPAEA SUBSP AFRICANA
C1.19 PODOCARPUS FALCATUS
C1.20 PROTEA REPENS
C1.21 RHAMNUS PRINOIDES
C1.22 SALIX MUCRONATA
C1.23 SIDEROXYLON INERME
C1.24 SEARSIA LANCEA
C1.25 SYZIGIUM CORDATUM
C1.26 SYZIGIUM GUINEENSE
C1.27 TRICHILIA DREGEANA
C1.28 ZIZIPHUS MUCRONATE

C2. PLANTING

C2.1 AGAPANTHUS PRAECOX AFRICANUS
C2.2 AMARYLLIS BELLADONA
C2.3 ANTHOSPERMUM AETHIOPICUM
C2.4 AGATHOSMA CILIARIS
C2.5 APTENIA CORDIFOLIA
C2.6 ALOE ARBORESCENS
C2.7 ALOE TENUIOR
C2.8 ARCTOTIS SP.
C2.9 ARISTEA SP
C2.10 ASYSTASIA GANGETICA
C2.11 ASPARAGUS DENSIFLORUS
C2.12 BARLERIA OBTUSA
C2.13 BUDDLEJA SALIGNA
C2.14 BUDDLEJA SALVIFOLIA
C2.15 BULBINE FRUTESCENS
C2.16 CARISSA MACROCARPA 'GREEN CARPET'
C2.17 CARPOBROTUS EDULIS
C2.18 CASSINOPSIS ILICIFOLIA
C2.19 CHASMANTHE AETHIOPICA
C2.20 CHASMANTHE FLORIBUNDA
C2.21 CHONDROPETALUM TECTORUM
C2.22 CHRYSANTHEMOIDES MONILIFERA
C2.23 COLEONEMA ALBUM
C2.24 CRASSULA OVATA
C2.25 CYPERUS TEXTILIS
C2.26 CYANELLA HYACINTHOIDES
C2.27 DIERAMA PENDULUM
C2.28 DIOSPYROS SP.
C2.29 DIETES GRANDIFLORA
C2.30 DIETES BICOLOR
C2.31 DIMORPHOTHECA PLUVIALIS
C2.32 ELEGIA CAPENSIS
C2.33 ERICA SP.
C2.34 ERIOCEPHALUS AFRICANUS
C2.35 EURYOPS THUNBERGII
C2.36 ELIOCHARIS LIMOSA
C2.37 FELICIA AMELLOIDES
C2.38 FREYLINIA LANCEOLATE
C2.39 GAZANIA SP.
C2.40 GERANIUM INCANUM
C2.41 GLADIOLUS SP.
C2.42 GREWIA OCCIDENTALIS
C2.43 HELICHRYSUM PATULUM
C2.44 HELICHRYSUM CYMOSUM
C2.45 HYPOESTES ARISTATA
C2.46 ISCHYROLEPIS CAPENSIS
C2.47 JASMINUM ANGULARE
C2.48 JASMINUM MULTIPARTITUM
C2.49 JUNCUS EFFUSES
C2.50 KNIPHOFIA PRAECOX
C2.51 LAVENDULA SP.
C2.52 LOBOSTEMON FRUTICOSUS
C2.53 LEUCOSPERMUM CORDIFOLIUM
C2.54 OSTEOSPERMUM ECKLONIS
C2.55 OXALIS PURPUREA
C2.56 PELARGONIUM SP.
C2.57 PLECTRANTHUS FRUTICOSUS
C2.58 PLUMBAGO AURICULATE
C2.59 POLYGALA VIRGATE
C2.60 PROTEA SP.
C2.61 PENNISETUM MACROURUM
C2.62 RHAMNUS PRINOIDUS
C2.63 RHUS CRENATA
C2.64 SALVIA AFRICANA-LUTEA

E. BOUNDARY TREATMENT GUIDE

The use of solid high boundary walls along streets and open space boundaries are discauraged. Views from within the property over the streets and open space create possive security and allow far a safer precinct.

Solid walls may be used for feature walls and screening to create privacy or to hide "back of house" services. Solid walls may also be used at entrances for signage purposes and to create a framed approach.

Low walls (ranging from 600mm to o maximum 1.2m high) may be used in combination with steel fences along internal road and open space boundaries.

Plastered, painted masonry walls in approved colours or o combination of plastered and painted wall with steel fence in between up to 1.8m high to be used on internal boundaries.

Plastered ond painted walls on site corners or entrance ways for signage surfaces. Entrances may olso be defined with columns and/or gates. Walls shall match the style and materials used in the building or additional appropriate materials may be added (e.g. stone or brick).

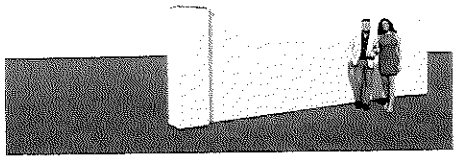
The style of fence shall either match the orchitectural style of the building, or match the aesthetic of the estate, namely plastered or stone walls or ClearVu (or similar) fences. All stone-work and face-brick is to be done by a speciolist and approved by the MDRC. Under no circumstances may artificial stone be used in lieu of genuine stone.

The use of ClearVu (or similor) on boundaries odjacent to open space is mandatory.

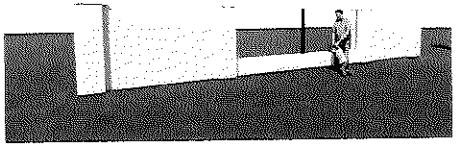
No 'Devils Fork' steel palisode fences will be permitted.

All fences, screens or walls shall be submitted for the approval of the Master Design Review Committee.

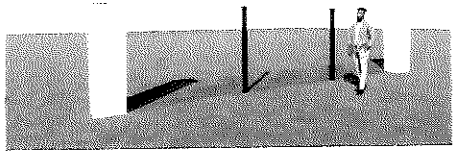
TYPICAL SOLID WALL



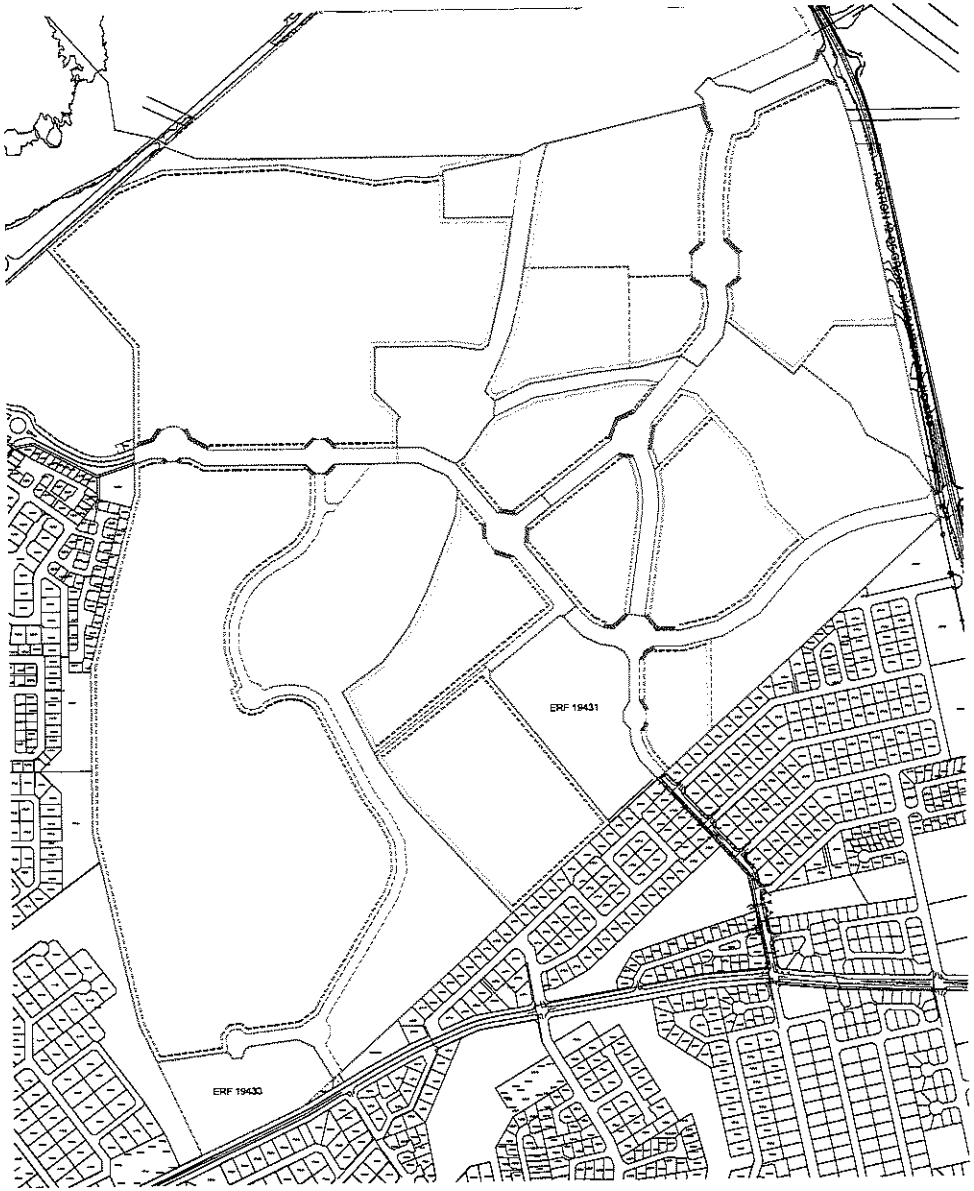
TYPICAL COMBINATION WALL



TYPICAL FENCE



BOUNDARY TREATMENT PLAN



COLOUR LOGO:

GROOT
PHESANTEKRAAL

SIMPLIFIED MONOCHROME LOGO:





LOGO WITH SECONDARY TYPEFACE:

GROOT
PHESANTEKRAAL

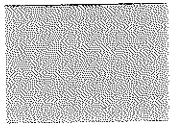
ESTATE



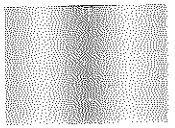
COLOUR OPTIONS:



BLACK



GREY



GOLD

SECONDARY TYPEFACE:

FIRA SANS REGULAR

FIRA SANS REGULAR ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ 0123456789

ABCDEFGHIJKLMNOPQRSTUVWXYZ 0123456789

FIRA SANS MEDIUM

FIRA SANS MEDIUM ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789

ABCDEFGHIJKLMNOPQRSTUVWXYZ 0123456789

FIRA SANS BOLD

FIRA SANS BOLD ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ 0123456789

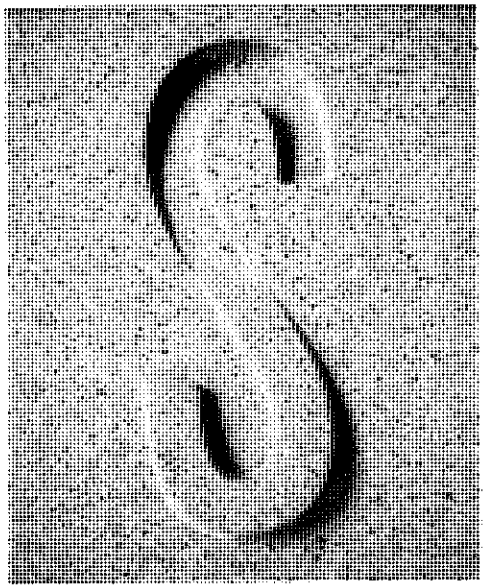
ABCDEFGHIJKLMNOPQRSTUVWXYZ 0123456789

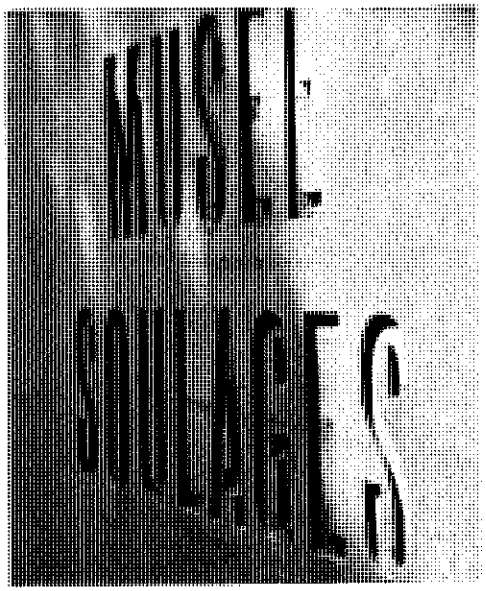
FIRA SANS HEAVY

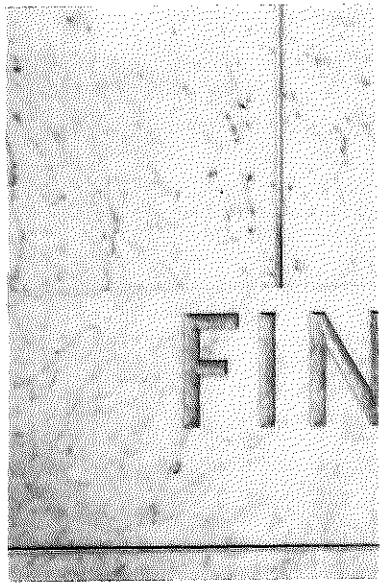
FIRA SANS HEAVY ITALIC

ABCDEFGHIJKLMNOPQRSTUVWXYZ 0123456789

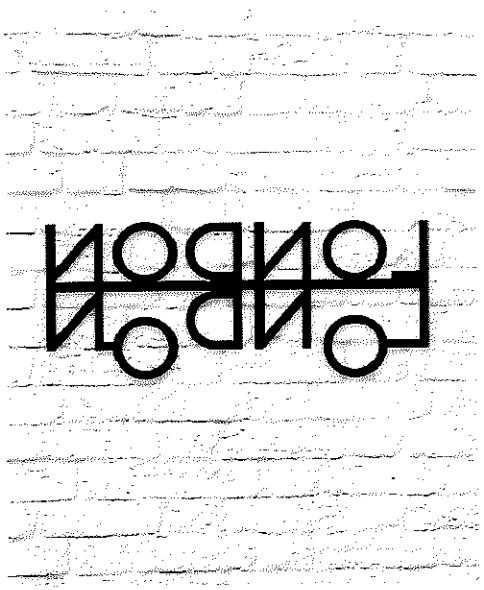
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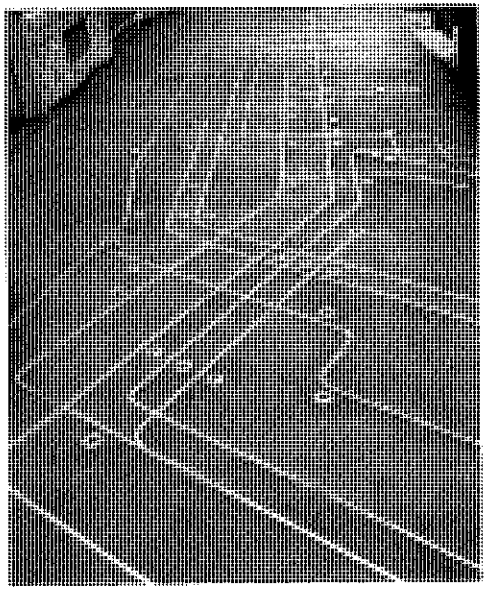


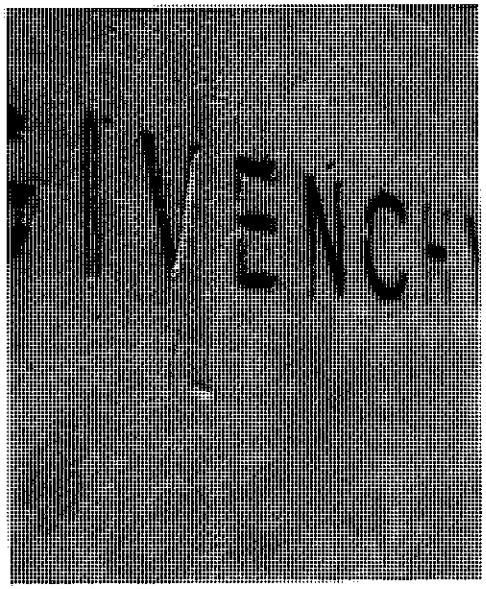



FIN


GROOT
PHESANTEKRAAL
ESTATE








ANASON

SUBMISSION OF DEVELOPMENT PROPOSALS TO THE MDRC

The following procedure must be followed for the approval of the development plans of the various portions. The Master Owner Association will appoint a design review committee (MDRC) to scrutinise and approve development proposals for general conformity to the master estate design guideline prior to submission of these plans to the municipality.

An approval fee for Stage 1 and Stage 2 (approval process and stages contained in this document) will be charged by the MDRC for scrutiny and will be payable prior to meeting and submission of documents.

After approval by the MDRC, the normal procedure for site development plans and building plan approval shall be followed by each owner whereby all plans are submitted to the Local Authorities. It must be stressed that any approval by the MDRC does not warrant approval by the local authority.

The developer of individual developments undertakes to ensure that no substantial deviation from the approved development plan shall occur after approval by the MDRC, without reverting to the MDRC for approval. The developer of each portion must submit the following information to the MDRC for approval, before submitting any drawings to the local authority.

APPROVAL PROCESS

The approval will commence in two stages:

- Stage 1: Pre-submission Design proposal meeting.
- Stage 2: Development Proposal Submission.

All submissions must be accompanied by a Design Review Check Sheet (contained in this document) – supplied by MDRC. Due to the specific architectural character envisaged for the development, an architect can consult with the MDRC if required, before submitting any design drawings.

The procedure for design review is as follows:

- The developer and or design team will set up a meeting with the MDRC to present the concept development.
- The developer together with his project team will compile design documentation and submit the proposal to the MDRC.
- The MDRC will meet to review and report on submissions made within 15 business days.
- The MDRC will review the submission and provide a report with detail comments on the proposed development.

DEVELOPMENT DESIGN SUBMISSION

The submission will include the site development plan and other supporting documentation that will explain the design and indicate how the principles of the Guideline Document and any other design considerations have been addressed.

The submission should include:

- An application form
- A Design Review Check Sheet
- Detail of the proposed project team
- Surveyed site drawings
- Site plan, floor plans
- Building restriction areas, servitudes, building lines etc.
- Elevation treatment of all buildings and structures
- Placing of buildings,
- height,
- FAR,
- parking and coverage calculations,
- External roadways connections,
- Parking, Accesses to building and parking area
- Fencing; The position, height, material and finish of boundary wall, refuse areas, gates, fences
- Open spaces and landscape development plan
- Entrances to and exits from the erf
- Typical elevations and sections
- Perspectives or visualisation
- Exterior materials and colours
- Landscape plan
- Irrigation layout plan
- Environmental sustainability design.
- Stormwater management and disposal plan

An electronic copy of each of these should be mailed to the Master Design Review Committee:

- worno@boogertmanpto.co.za
- luw@luw.co.za
- erika@valienteconsulting.com
- Johann.Hooper@bigengroup.com
- info@phesontekraal.co.za

SUBMISSION TO THE LOCAL AUTHORITY

No plans may be submitted to the Local Authority unless the Approval of the MDRC has been given in writing and any conditions attached thereto have been complied with. After the aforesaid site development plan & drawings have been approved by the MDRC, it may be submitted to the local authority for approval. (All plan approval fees to be borne by the owner of each erf).

All development approvals by the MDRC shall be approved or comments returned within 15 working days of submission. Should there be any changes necessary to the design documents such changes must be made and resubmitted to the MDRC for approval.

ENQUIRIES

Should any further information be required please contact respective representative indicated on the contact sheet.

Master Design Review Committee shall comprise of a member of each of the following representations::

1 member - Estate Developer
1 member - Architecture & Urban Design
1 member - Landscape Architecture
1 member - Infrastructure engineer
1 member - Town planning

PRE APPLICATION MEETING

STAGE 1 - REVIEW

Step 1.
Land owners and their project team (architects at a minimum) meet with the MDRC to discuss design and development concepts.

Step 2.
Land owner obtains preliminary comments from the MDRC based on the design guidline and overall vision of the development.

Step 3.
Land owner and the project team prepare documentation for submission to the Master Design Review Committee.

DEVELOPMENT APPLICATION

STAGE 2 - REVIEW

Step.4
Land owner submit a development application with design documentation to the MDRC.

Step 5.
The MDRC review the documentation and provide detail feedback and necessary amendments if applicable.

Step 6.
The MDRC approve the development for submission to local authority.

BUILDING PLAN SUBMISSION

Step 7.
Project teams engage with local authority by means of pre-application meeting.

Step 8.
Land owners and their project team submit development to local authority.

Step 9.
Project team issue approved development documentation to the MDRC and highlighting any major amendments required by the local authority.

CONSTRUCTION

Step.10
Land owners undertake construction.

Step 11.
A high level post-construction inspection is done by the review committee to ensure the development is in-line with the design submitted to the MDRC.

Step 12.
The project team obtains occupation certificate from local authority.

CONTACT DETAILS - MASTER DESIGN REVIEW COMMITTEE

Developer

Name: **Multidirect Investments 41 (Pty) Ltd**
Contact number: **+27 21 976 2114**
Email: **info@phesantekraal.co.za**

MDRC - Architecture & Urban Design

Name: **Boogertman + Partners**
Mobile number: **+27 82 900 4790**
Contact number: **+27 21 879 1501**
Email: **warna@boogertmanpta.co.za**

MDRC - Landscape Architecture

Name: **Landscape Architects Uys & White**
Mobile number: **+27 82 571 5395**
Contact number: **+27 12 348 2262**
Email: **luw@luw.co.za**

MDRC - Town Planning

Name: **Valiente Consulting**
Mobile number: **+27 82 820 3529**
Email: **erika@valienteconsulting.com**

MDRC - Infrastructure

Name: **Bigen Group Cape Town**
Mobile number: **+27 82 770 9501**
Contact number: **+27 21 919 6976**
Email: **Johann.Hooper@bigengroup.com**

DESIGN REVIEW CHECK SHEET

The checklist below is to assist the designer to ensure that all steps in the approval process have been completed by the designer to facilitate the approval of the project.

ITEM	DESCRIPTION	CHECK
1	Site Development Plan	
2	Sections, Elevations & detailed plans of the various buildings	
3	Site and building visualisation / renders	
4	Sample board of external finishes & materials	
5	Landscape Development Plan	
6	Perimeter fencing / walling design and details	
7	Perimeter signage proposal	
8	Sustainability proposal (if applicable)	

EST 1698

GROOT PHESANTEKRAAL

ESTATE

MULTIDIRECT INVESTMENTS
PROPERTY DEVELOPERS

bigen

Boogertman + Partners

VALIENTE

Landscape Architects
Uys & White (Pty) Ltd

Appendix A4

Groot Phesantekraal Estate Master Owners Association: Voting Representation & Levy Contribution

PHASE A

Rev 6: 03 August 2020

Portion	Land use	Portion area (ha)	No of units	GLA (m²)	Voting & Levy Contribution		
					No. of representative trustees (refer to note 1)	Vote weighting per portion (refer to note 2)	Levy contribution per portion (refer to note 3)
Portion 1	Education - Curro	8.7983	-	-	1	21.23%	21.23%
Portion 2	Education - Stadio	6.3025	-	-	1	15.21%	15.21%
Portion 4	Education - Stadio	1.5423	-	-	1	3.72%	3.72%
Portion 5	Mixed use: commercial	3.3770	-	9 000	1	15.68%	15.68%
	Mixed use: residential units		161				
Portion 6	Mixed use: commercial	3.2313	-	9 000	1	15.00%	15.00%
	Mixed use: residential units		143				
Portion 7	Mixed use: commercial	0.6493	-	2 000	1	3.01%	3.01%
	Mixed use: residential units		66				
Portion 3	Residential	3.4444	362	-	1	8.33%	8.33%
Portion 8	Residential	5.4326	155		1	13.13%	13.13%
Portion 12	Residential	1.9336	157	-	1	4.67%	4.67%
Sum of Portions	Public Road	6.4297					
Sum of Portions	Private Open Space	17.6618					
Sum of Portions	Utility	0.0742					
	Total	58.877	1 044	20 000	9	100.00%	100.00%

Notes

1. No. of representative trustees are allocated as 1 trustee per portion (excl. public road, private open space & utility portions)

2. Vote weighting per portion is calculated based on levy contribution by each portion (excl. public road, private open space & utility portions)

3. Levy contribution is calculated on pro rata basis of portion aree in relation to total area (excl. public road, private open space & utility portions)

Groot Phesantekraal Estate Master Owners Association: Voting Representation & Levy Contribution

PHASE A & B

Rev 6: 03 August 2020

Portion	Land use	Portion area (ha)	No of units	GLA (m²)	Voting & Levy Contribution		
					No. of representative trustees (refer to note 1)	Vote weighting per portion (refer to note 2)	Levy contribution per portion (refer to note 3)
Portion 1	Education - Curro	8.7983	-	-	1	12.29%	12.29%
Portion 2	Education - Stadio	6.3025	-	-	1	8.81%	8.81%
Portion 4	Education - Stadio	1.5423	-	-	1	2.16%	2.16%
Portion 5	Mixed use: commercial	3.3770	-	9 000	1	4.54%	4.54%
	Mixed use: residential units		161				
Portion 6	Mixed use: commercial	3.2313	-	9 000	1	4.34%	4.34%
	Mixed use: residential units		143				
Portion 7	Mixed use: commercial	0.6493	-	2 000	1	0.87%	0.87%
	Mixed use: residential units		66				
Portion 23	Mixed use: commercial	5.8297	-	5 000	1	7.84%	7.84%
	Mixed use: residential units		264	-			
Portion 3	Residential	3.4444	362	-	1	4.62%	4.62%
Portion 8	Residential	5.4326	155		1	7.60%	7.60%
Portion 12	Residential	1.9336	157	-	1	2.71%	2.71%
Portion 24	Residential	7.3302	257	-	1	10.26%	10.26%
Portion 29	Residential	24.1208	1 006	-	1	33.76%	33.76%
Sum of Portions	Public Road	9.2097					
Sum of Portions	Private Open Space	19.9355					
Sum of Portions	Utility	0.1022					
	Total	101.239	2 571	25 000	12	100.00%	100.00%

Notes

1. No. of representative trustees are allocated as 1 trustee per portion (excl. public road, private open space & utility portions)

2. Vote weighting per portion is calculated based on levy contribution by each portion (excl. public road, private open space & utility portions)

3. Levy contribution is calculated on pro rata basis of portion area in relation to total area (excl. public road, private open space & utility portions)

Groot Phesantekraal Estate Master Owners Association: Voting Representation & Levy Contribution

PHASE A, B & C

Rev 6: 03 August 2020

Portion	Land use	Portion area (ha)	No of units	GLA (m²)	Voting & Levy Contribution		
					No. of representative trustees (refer to note 1)	Vote weighting per portion (refer to note 2)	Levy contribution per portion (refer to note 3)
Portion 1	Education - Curro	8.7983	-	-	1	8.60%	8.60%
Portion 2	Education - Stadio	6.3025	-	-	1	6.16%	6.16%
Portion 4	Education - Stadio	1.5423	-	-	1	1.51%	1.51%
Portion 5	Mixed use: commercial	3.3770	-	9 000	1	3.18%	3.18%
	Mixed use: residential units		161				
Portion 6	Mixed use: commercial	3.2313	-	9 000	1	3.04%	3.04%
	Mixed use: residential units		143				
Portion 7	Mixed use: commercial	0.6493	-	2 000	1	0.61%	0.61%
	Mixed use: residential units		66				
Portion 23	Mixed use: commercial	5.8297	-	5 000	1	5.49%	5.49%
	Mixed use: residential units		264	-			
Portion 3	Residential	3.4444	362	-	1	3.36%	3.36%
Portion 8	Residential	5.4326	155		1	5.29%	5.29%
Portion 12	Residential	1.9336	157	-	1	1.88%	1.88%
Portion 24	Residential	7.3302	257	-	1	7.14%	7.14%
Portion 26	Residential	30.6865	929	-	1	29.90%	29.90%
Portion 29	Residential	24.1208	1 006	-	1	23.50%	23.50%
Portion 28	Place of Worship	0.3274			1	0.34%	0.34%
Sum of Portions	Public Road	11.7007					
Sum of Portions	Private Open Space	33.3426					
Sum of Portions	Utility	0.1302					
	Total	**148.179**	**3 500**	**25 000**	**14**	**100.00%**	**100.00%**

Notes

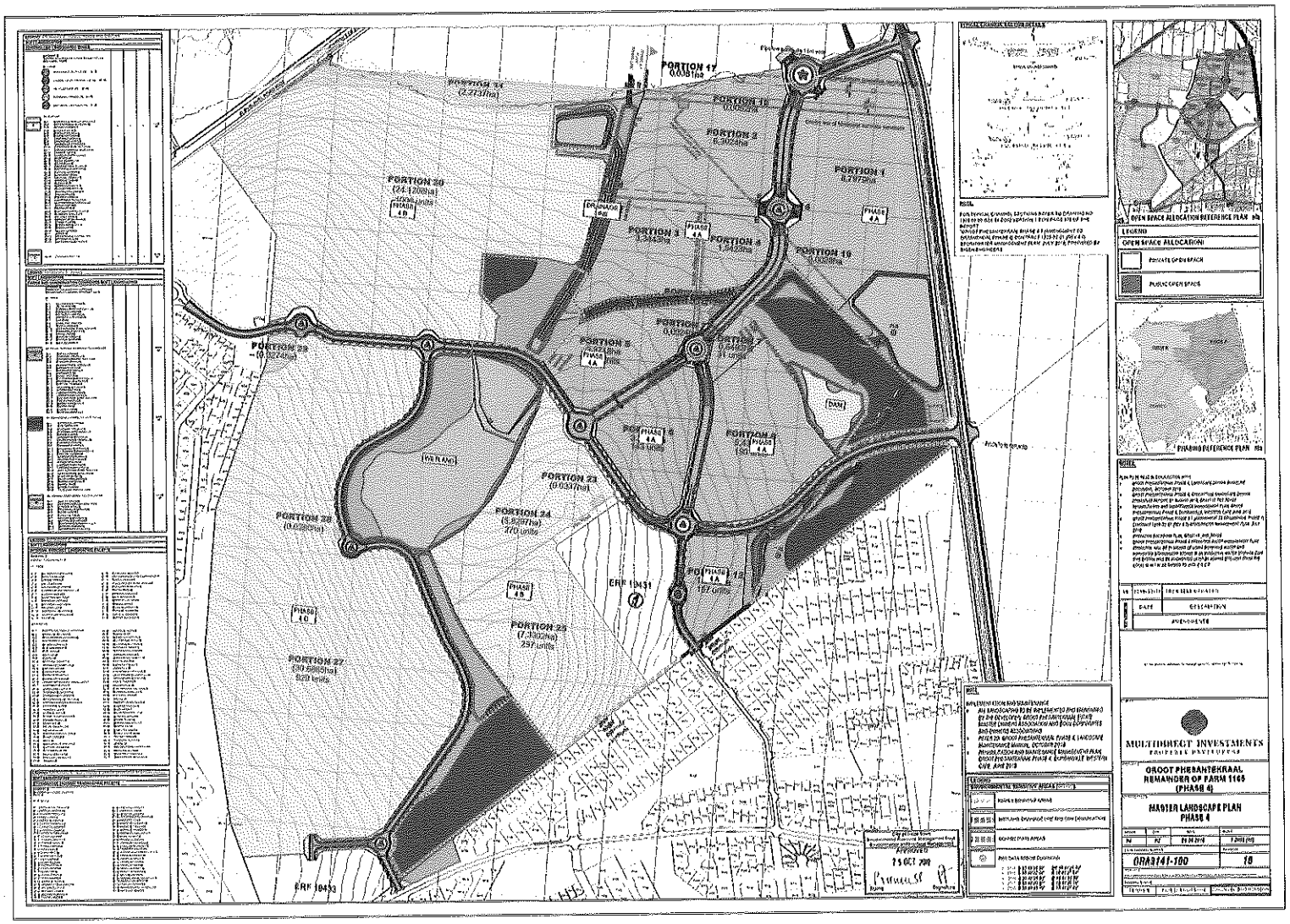
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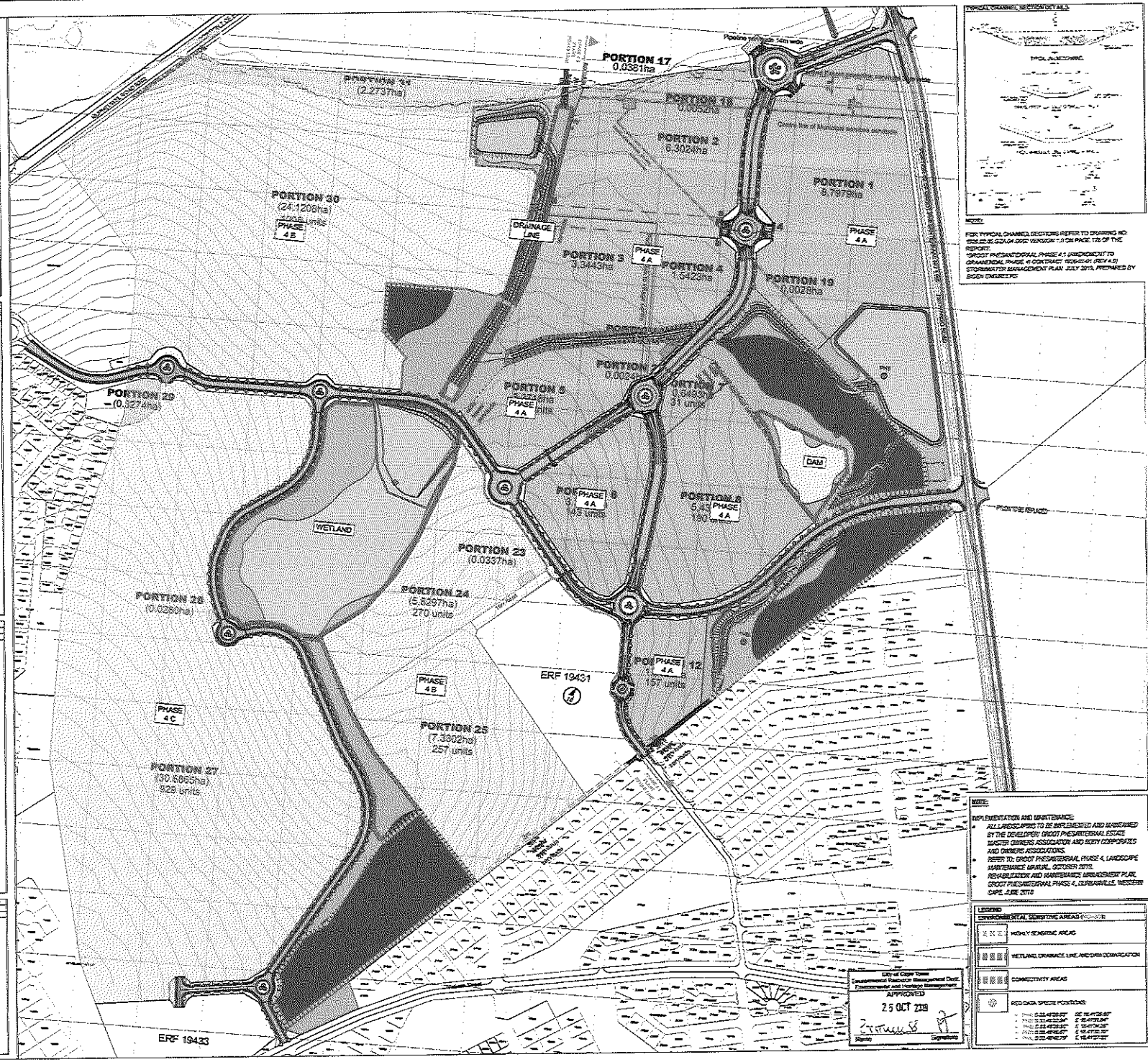
2. Vote weighting per portion is calculated based on levy contribution by each portion (excl. public road, private open space & utility portions)

3. Levy contribution is calculated on pro rata basis of portion area in relation to total area (excl. public road, private open space & utility portions)

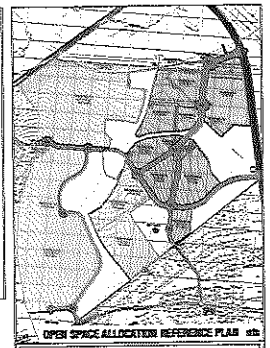
Appendix A5

Ann8


PORTION 17
PORTION 2
PORTION 1
PORTION 20
PORTION 3
PORTION 4
PORTION 19
PORTION 5
PORTION 6
PORTION 7
PORTION 29
PORTION 8
PORTION 23
PORTION 24
PORTION 28
PORTION 25
PORTION 27
ERF 10431
ERF 10433
PHASE 4A
PHASE 4B
PHASE 4C
OPEN SPACE ALLOCATION
PRIVATE OPEN SPACE
PUBLIC OPEN SPACE
MULTIDIRECT INVESTMENTS
GROOT PHEBANTSKRAAL
REMAINDER OF FARM 1169
(PHASE 4)
MASTER LANDSCAPE PLAN
PHASE 4
ORA8141-100
18

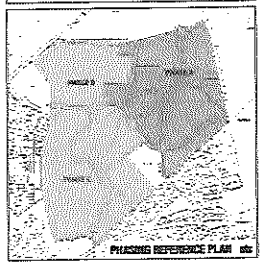


NOTE:
FOR TYPICAL CHANNEL SECTIONS REFER TO DRAWING NO 5508.22.20 SCALA 2000 VERSION 1.0 ON PAGE 126 OF THE REPORT:
"GROOT PHESANTEKRAAL PHASE 4.1 (AMENDMENT TO ORANGEKRAAL PHASE 4) CONTRACT 1609-0141 (REV 4.0) STORMWATER MANAGEMENT PLAN JULY 2019, PREPARED BY SCOM ENGINEERS"



OPEN SPACE ALLOCATION REFERENCE PLAN n.t.s.

LEGEND
OPEN SPACE ALLOCATION:
PRIVATE OPEN SPACE
PUBLIC OPEN SPACE



PHASING REFERENCE PLAN n.t.s.

NOTES:
PLANTS TO BE USED IN CONJUNCTION WITH:
- GROOT PHESANTEKRAAL PHASE 4, LANDSCAPE DESIGN GUIDELINE DOCUMENT, OCTOBER 2019
- GROOT PHESANTEKRAAL PHASE 4, CONCEPTUAL LANDSCAPE DESIGN FROM ERF 19431 TO ERF 19433, DEVELOPED BY SCOTT DOUGLAS DESIGN AND DEVELOPMENT, MANAGEMENT PLAN, GROOT PHESANTEKRAAL PHASE 4 (AMENDMENT), REVISION DATE APRIL 2019
- GROOT PHESANTEKRAAL PHASE 4.1 (AMENDMENT TO ORANGEKRAAL PHASE 4) CONTRACT 1609-0141 (REV 4.0) STORMWATER MANAGEMENT PLAN JULY 2019
- SIDEWALK DESIGNS PLAN, SHEETS 1 - 4 OF 4, DATED
- GROOT PHESANTEKRAAL PHASE 4 WETLAND WATER MANAGEMENT PLAN
- IRRIGATION WILL BE BY MEANS OF USING GREYWATER WHERE AND HARVESTED STORMWATER STORED IN AN IRRIGATION WATER STORAGE DAM. THE GREENERY WILL BE AUGMENTED BY WAY OF HOSING (SPRAY) FROM THE LOCAL WATER AS AGREED TO WITH C.O.C.T.

REVISION	DATE	DESCRIPTION
16	2019-10-15	TREE LIST UPDATED
		AMENDMENTS

NOTE:
IMPLEMENTATION AND MAINTENANCE:
- ALL LANDSCAPING TO BE IMPLEMENTED AND MAINTAINED BY THE DEVELOPER, GROOT PHESANTEKRAAL ESTATE MASTER OWNERS ASSOCIATION AND BODY CORPORATES AND OWNERS ASSOCIATIONS.
- REFER TO: GROOT PHESANTEKRAAL PHASE 4, LANDSCAPE MAINTENANCE MANUAL, OCTOBER 2019, REHABILITATION AND MAINTENANCE MANAGEMENT PLAN, GROOT PHESANTEKRAAL PHASE 4, DURBANVILLE, WESTERN CAPE, JUNE 2019

LEGEND
ENVIRONMENTAL SENSITIVE AREAS (NOT TO SCALE)
HIGHLY SENSITIVE AREAS
WETLAND, DRAINAGE LINE AND DAM DEMARCATION
CONNECTIVITY AREAS
RED DATA SPECIE POSITIONS

City of Cape Town
Environmental Resource Management Dept
Environmental and Heritage Management
APPROVED
25 OCT 2019
Name Signature

MULTIDIRECT INVESTMENTS
PROPERTY DEVELOPERS

PROJECT:
GROOT PHESANTEKRAAL
REMAINDER OF FARM 1165
(PHASE 4)

DESCRIPTION:
MASTER LANDSCAPE PLAN
PHASE 4

DRAWN	CHK	DATE	SCALE
BJ	BJ	24-05-2019	1:2000 (@)

LDE DRAWING NUMBER: GRA3141-100
REVISION: 16

DRAWING STATUS: TENDER | FOR DISCUSSION | COUNCIL SUBMISSION